

PUBLIC COLLEGE ADMINISTRATION MEASURES

The Minister of Higher Education and Training has, in terms of section 20 of the Continuing Education and Training Act 2006 as amended, determined the terms and conditions of employment of lecturers as set out in the Schedule.

SCHEDULE

Public Colleges Administration Measures (PCAM) determined by the Minister of Higher Education and Training in terms of the Continuing Education and Training Act 2006 (the Act) and the Regulations made in terms of the Act (Regulations).

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CHAPTER A: POST PROVISIONING AND GRADING NORMS, WORKLOAD AND JOB DESCRIPTIONS

A.1 Scope of Application

This PCAM applies to the following categories of employees:

All the College Lecturers defined in terms of the CET Act 16 of 2006 as amended including

- Lecturer (Post level 1),
- Senior Lecturer (Post level 2),

- Head of Division (Post level 3),
- and Campus Manager (Post level 5).

Annexure A.1. CET Act 16 of 2006,

There may, in respect of the matters regulated in this PCAM, be no deviation from the prescribed measures: Provided that should there be cases not covered in the measures contained herein or should there be any doubt as to the application of the provisions in individual cases, or should there be cases that could justify a deviation from a measure, particulars thereof shall be submitted to the DHET, with a view to a decision regarding such application or possible deviation by the Minister of Higher Education, Science and Innovation with the concurrence of the Minister of Public Service and Administration, and the Minister of Finance in the event of an amendment or supplementation having conditions of service and financial implications, after negotiation and agreement in terms of the LRA.

Deviations will be approved by the Minister of Higher Education, Science and Innovation (HESI).

A.2 Norms and Guidelines for the Purposes of Establishment Determination

The Post Provisioning Norms (PPN) Policy had been developed and should be applied as per included Annexure A.2.

Annexure A.2. Post Provisioning Norms Policy (PPN)

A.3 Workload and Contact Hours of College Lecturers

A.3.1 Workload and Contact Hours of College Lecturers

- A.3.1.1. All College lecturers will be expected to work 40 hours a week in line with Public Service Regulations. College lecturers are expected to be at the College during a formal College day for not less than 7 hours. A formal College work week should be comprised of 35 hours at the college and the remaining hours to be spent on other identified activities, e.g. preparation, Work Based Experienced (WBE) related duties, etc.

- A.3.1.2. Scheduled contact hours during the formal College day will be specified by the Principal, considering
- a) the principle of equitable workload distribution, and
 - b) the need for effective curriculum delivery.

After consultation with the College lecturers, the following number of contact hours for fulltime appointees per post level must be considered

- a) Lecturers: minimum of 22.5 hours and maximum of 28 hours per week
- b) Senior Lecturers: minimum of 18 hours and maximum of 22 hours per week
- c) Heads of Divisions (with lecturing duties): 5 hours per week

- A.3.1.3. The number of contact hours scheduled for a specific College lecturer may be made up of both fulltime classes and part-time classes offered at the College in a case where the required minimum cannot be adhered to during fulltime lecturing.

- A.3.1.4. Over and above the required scheduled contact hours, a lecturer may be appointed for bona fide part-time lecturing as captured in the table A.3.2 hereunder.

- A.3.1.5. The College management must ensure that full-time classes are not compromised by part-time classes. Part time classes should not be created to provide an opportunity for additional income to fulltime staff and part-time lecturing by a College lecturer should not impact negatively on his/her fulltime work performance. Approval to be able to lecture part time classes should be granted based on consistent performance of students.

A.3.2. Minimum number of teaching hours per week and the appointment of full-time teaching staff, in a part-time capacity, at Colleges offering approved part-time classes.

Bearing the above in mind, it must be noted that:

Level of post	Post designation	Number of teaching hours per week	Performance level(s) in fulltime teaching	Maximum number of additional hours per week for which part-time appointments can be made
1	Lecturer	Minimum of 22.5 hours Maximum of 28 hours	Consistent 75% pass rate of fulltime students taught	10hours
2	Senior Lecturer	Minimum of 18 hours Maximum of 22 hours	Consistent 75% pass rate of fulltime students taught and in programmes overseen	10 hours
3/4/5	Head of Division/ Senior	5 hours	Consistent 75% pass rate of fulltime students in the Campus	5 hours (only in very exceptional cases and if no full-time staff are available)

A.3.2.1. The minimum number of lecturing hours per week that a lecturer must work before he or she may be appointed to perform overtime duties on a part-time basis and the maximum number of additional hours per week for which part time appointments can be made are as above.

A.3.2.2. Staff in lecturing posts must comply with the minimum number of lecturing hours and performance levels in fulltime lecturing as detailed in the abovementioned table, to qualify for appointment for bona fide part-time lecturing.

A.3.2.3. Staff will have to apply for part-time lecturing posts and proper recruitment processes must always be followed.

A.3.2.4 There should be an equitable distribution of workload between the various post levels and within a post level. The expectation is that every fulltime College lecturer must be able to account for 1800 actual working hours per annum.

A.4 Duties and Responsibilities of Lecturers

The work done by College lecturing staff includes the following core duties to be performed during a formal College day (with or without contact with students) and outside the formal College day:

- a) Scheduled contact hours lecturing
- b) Relief lecturing
- c) Extra and co-curricular duties:
 - i) facilitating placement of students in relevant industry.
 - ii) monitoring, mentoring, and coaching students while in industry placement.
 - iii) Work Integrated Learning (WIL) in industry and Work Based Exposure (WBE)
 - iv) responsible for creating a conducive classroom and workshop environment which includes but not limited to: - observation of the health and safety rules and regulations, neatness, discipline, etc.
- d) Pastoral duties (counselling, referral to remedial of support services, etc.)
- e) Administration
- f) Supervisory and management duties
- g) Professional duties (meetings, workshops, official College functions, seminars, conferences, etc.)
- h) Planning, preparation, and evaluation
- i) Participation in curriculum support activities
- j) Continuing Professional Development (CPD)

Each post level within a College has different duties and responsibilities, encompassing the core duties outlined in paragraphs a) to i) above, but to a varying degree.

Annexures:

Job Descriptions for:

Commented [V1]: I have added this part because, the curriculum support activities such participating in reviews, updates etc of curricula is inherent in the lecturers work.

It is not separate from the other teaching and learning activities. This is because there are no other Subject Matter Experts in colleges and the department beside the Lecturers who teach these subjects.

- A. Lecturers
- B. Senior Lecturers
- C. Heads of Divisions

CHAPTER B: APPOINTMENTS, TRANSFERS OF LECTURERS IN TERMS OF OPERATIONAL REQUIREMENTS, POST STRUCTURE, SALARY AND QUALIFICATION RELATED MATTERS

B.1. Grading of College lecturer qualifications in terms of Relative Education Qualification Value (REQV)

B.1.1. Definition

Relative Education Qualification Value (REQV): A relative value is attached to College lecturers' qualifications in accordance with the measures as set out below. The determination of the REQV is based primarily on the number of recognised full-time years of study at an approved institution as set out in the Policy on Professional Qualifications for Lecturers in Technical and Vocational Education and Training, published in Government Gazette No. 36554 on 11 June 2013.

NB:: The recognition of diplomas for salary purposes is restricted to not more than two recognized post Grade 12 diplomas, to a maximum of REQV 15. This is in the PAM. *Should it be added? Just a thought.*

Commented [NC2]: Sello Sethusha to confirm addition of content from PAM. Move to recognition of qualifications

B.1.2. Requirements in respect of REQVs

REQV	Required Qualifications
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10	NQF Level 4 or lower without a teacher's qualification
11	NQF Level 4 or lower with a teacher's qualification of at least two years relevant training
12	NQF Level 4 plus one- or two-years relevant training
13	NQF Level 4 plus three years relevant training
13(s)	N3 plus trade certificate
14	NQF Level 4 plus four years relevant training
15	NQF Level 4 plus five years relevant training
16	NQF Level 4 plus six years relevant training. Only professionally* qualified lecturers can be classified as REQV 16, provided such persons are in possession of a recognized completed degree. * Professionally qualified lecturers refer to lecturer with a teaching qualification.
17	NQF Level 4 plus seven years relevant training. To be regarded as having an REQV 17, a candidate must, in addition to the requirements for classification under REQV 16, also be in possession of at least a recognised master's degree or an approved NQF level 8- qualification.

NB: Whilst some lecturers in the sector do have qualifications below REQV 13, the future minimum REQV requirement would be 13 and above.

B.2. Appointments in Colleges

B.2.1 Definition

The concept 'appointment' includes the following:

- a) Employment in a full-time or part-time capacity in either a permanent or temporary (fixed term capacity).
- b) The first appointment of a person.
- c) The reappointment, after a break in service, of a person.

B.2.2 Minimum Requirements for Appointment as a College Lecturer

B.2.2.1 Qualifications

A recognised three-year / preferably, a four-year qualification (REQV13/ REQV14) is required which must include a professional teaching qualification. Should the appointed lecturers not have a professional qualification, they would be upskilled to obtain a professional teaching qualification.

B.2.2.2 Experience

(a) Post level 1

Practical experience gained through work integrated learning (WIL) in line with notional time allocated for such in terms of the Policy on Professional Qualifications for lecturers in TVET Colleges (2013). This WIL should be for both teaching practice (at a College) and industry experience.

(b) Promotion Posts

The minimum experience requirements for appointments to promotion posts are as follows:

Post level	Minimum experience (years) required
2	<ul style="list-style-type: none"> ➤ 3 years teaching / facilitation experience. ➤ at least 90 days WIL in industry; and ➤ Proof of active participation in other CPD (other than WIL) activities, which must include utilisation of the LSS or similar.
3	<ul style="list-style-type: none"> ➤ 5 years teaching / facilitation experience. ➤ Must have been a Senior Lecturer for at least 1 year. ➤ At least 120 days of WIL in relevant industry. ➤ Artisan certificate (if relevant). ➤ Proof of active participation in other CPD (than WIL) activities which must include utilisation of the LSS; and ➤ Proof of LSS leadership or have been involved in e-learning or Open learning
5	<ul style="list-style-type: none"> ➤ 7 years teaching experience. ➤ Must have been on PL 3 for at least 2 years. ➤ At least 150 days of WIL in relevant industry. ➤ Artisan certificate (if relevant). ➤ Proven, consistent good to outstanding performance. ➤ Proof of active participation in other CPD (than WIL) activities which must include utilisation of the LSS; and ➤ Proof of LSS leadership or have been involved in e-learning or Open learning

Specific categories of academic staff with regards to management of leave:

PL1 / PL2	Academic leave with campuses
PL3 –DG (with contact time)	Academic leave with campuses
PL3 -Support	Annual leave as per PSA regulations

PL 5 (Campus manager)	Office based – annual leave to be managed along with support staff at campuses
Academic Support Staff not at campuses or based at head office and not lecturing	Annual leave as per PSA regulations

NB: Leave for PL3 will be determined by their function within the college. If lecturing- Academic leave will apply. If non-lecturing- Annual leave will apply.

B.2.3. Registration with the South African Council for Lecturers (SACE)

B.2.3.1. To qualify for appointment as a lecturer, a person must be registered with the South African Council for Lecturers (SACE).

B.2.3.2. Notwithstanding the requirements set out in the above paragraph, the Minister may approve the appointment of office based lecturers who have not been trained as lecturers, but who are otherwise suitably qualified to perform the required duties and who are not registered with SACE.

B.2.4. Appointment on probation

B.2.4.1 A lecturer's first appointment to a College in a permanent capacity will be on probation for a period of 12 months, which may be extended, on good cause shown, for a further period not exceeding 12 months. An employee must be informed in writing of the intention to extend his/her probation period.

B.2.4.2 An employer may approve the secondment, transfer or appointment of a lecturer to a higher post level during his/her period of probation, provided that the lecturer remains on probation for a total period, including the period served in the former post, of at least 12 months.

- B.2.4.3 A lecturer appointed to a higher level will be subjected to a probation period of 12 months.
- B.2.4.4 If the performance of a lecturer on probation complies with the relevant requirements as set out in the performance management system, his/her permanent appointment must be confirmed.
- B.2.4.5 A lecturer's permanent appointment will only become effective once he/she is informed in writing by the employer to that effect. The employer must inform the lecturer within 6 months after expiry of the probation period or extended probation period of the lecturer's permanent appointment or otherwise.

B.3. Advertising and Filling of Posts

- B.3.1. The employer shall advertise and fill lecturer posts in line with the Recruitment and Selection Policy (*Annexure B.3.1: ELRC FETC BU Collective Agreement 4 of 2014*).

B.4. Transfer or Secondment of Serving Lecturers in terms of Operational Requirements

- B.4.1 The employer shall transfer or second lecturers in line with the Transfer and Secondment Policy.

B.5 Salary and Post Grading Structure

B.5.1. Salary Structure

The salary structure as set out in the below table (*or Annexure B.5.1.*), is aligned to the current applicable policies and regulations.

B.5.2. Posts, Brief Job Descriptions and Applicable Salary Scales

Note: Although the minimum entry qualification is REQV 13, REQVs 10 to 12 are only retained herein because of the current situation

Post level	Job title	REQV (Where applicable)	Brief job description	Applicable Salary Scale (Range of notch codes in table 2)
1	Lecturer	REQV 10, 11 and 12	Interpretation of programme contents, preparation of lessons and study material and lecturing of students in a professional manner that will enable students to obtain the required knowledge and skills effectively and within the set time limits. These tasks are inclusive of administrative, extra- and co-curricular responsibilities as required in respect of the post occupied by the lecturer.	05 to 105
		REQV 13		107 to 267
		REQV 14		163 to 325
2	Senior Lecturer		Interpretation of programme contents, preparation of lessons and study material and lecturing of students in a professional manner that will enable students to obtain the required knowledge and skills effectively and within the set time limits. These tasks are inclusive of administrative, extra- and co-curricular responsibilities as required in respect of the post occupied by the employee. It also includes guidance to, in-service training and supervision of relevant lecturers.	209 to 391
3	Head of Division	DGs involved in actual lecturing and	Interpretation and further development of programme contents, development of study material and the performance of management duties associated with	243 to 407

		training of students	the training and lecturing of students. These tasks are inclusive of administrative, extra- and co-curricular responsibilities as required in respect of the post occupied by the employee. It also includes guidance to, in-service training and supervision of relevant staff.	
		DGs who only have office-based responsibilities	As required by the post occupied	243 to 407
5	Campus Manager		As required by the post occupied.	285 to 419

B.6. Determination Salaries and Adjustments

B.6.1. General Principle

Unless otherwise determined in this PCAM, an employee is always appointed to the lowest salary notch of the salary scale applicable to the post and the employee's qualifications as set out in Table 2.

B.6.2 Recognition for Experience on First Appointment or Re-appointment after a break in service

B.6.2.1 Definition

Appropriate or recognisable experience is working experience which in the opinion of the Employer (or the person to whom this authority has been delegated) develops the candidate directly and appositely, in all respects regarding knowledge, skill and attitude, for holding the relevant post.

B.6.2.2 First Appointment

For every full year of appropriate/recognisable experience prior to appointment, less 1 year, 1 notch above the minimum relevant notch is awarded.

B.6.2.3 Salary Notches

The salary notch to which a person is re-appointed after a break in service is determined as follows:

- (a) **Re-appointment at the same post level than before the break in service**
 - i) The person is appointed to the entry level salary notch code of the salary band of the post to which he/she is reappointed into. However, should the person has six (6) or more years of uninterrupted service on that particular post level, such a person shall be awarded additional 6 notches to the minimum (entry) notch of the post which he/she is appointed into.
 - ii) If the person has less than 6 years of uninterrupted service on that post level, such a person shall be appointed to the minimum (entry) notch of the applicable post.
 - iii) If the person has improved his/her REQV during the break in service resulting in a new salary scale becoming applicable, the appointment shall be to the lowest notch on the new salary scale.

- (b) **Re-appointment at a lower post level than before the break in service**
 - i) The person is appointed to the entry level salary notch code of the salary band of the post to which he/she is reappointed into. However, should the person has six (6) or more years of uninterrupted service on that particular post level, such a person shall be awarded additional 6 notches to the minimum (entry) notch of the post which he/she is appointed into.
 - ii) If the person has less than 6 years of uninterrupted service on that post level, such a person shall be appointed to the minimum (entry) notch of the applicable post.

(c) **Re-appointment at a higher post level than before the break in service**

The person is appointed to the entry level salary notch code of the salary band of the new post level.

B.6.3 Salary Progression

B.6.3.1 Definitions

a) Level of performance

The level of performance of an employee is as evaluated in terms of the applicable performance management system. The performance management system of the Public Service is applicable to academic support staff.

b) Salary progression

A salary increase of 1 salary notch (1,5%) within the employee's applicable salary range. An employee qualifies for salary progression every 12 months on condition that s/he has consistently performed at least at the level of 'satisfactory' during the relevant period of 12 months. For first time appointees, salary progression is only effected after 24 months' satisfactory service on the particular salary scale.

8.4.4 Transfer of employee from a public service (PS) post to a lecturing post

8.4.4.1 An employee that occupies a public service post and is appointed to an equivalent lecturing post without a break in service, will retain his/her salary. The salary must be translated to the nearest higher notch on the applicable salary range.

8.4.4.2 The salary of an employee that occupies a public service post and is promoted/appointed to a post on a higher level, will be determined in terms of the provisions set out in paragraph B.6.4.

B.6.4 Salary Recognition when Promoted to a Higher Post Level

The salary of a lecturer who is promoted must be adjusted to the minimum notch of the salary range applicable to the higher post level, provided that the lecturer's salary is at all times increased by at least 6%, irrespective of whether the current notch code falls below or within the higher salary range.

B.7 Recognition for improvement of REQV

B.7.1 General Measures

B.7.1.1 When a lecturer improves his/her REQV resulting in a new salary scale becoming applicable, s/he will progress to the lowest salary notch on the applicable salary scale which is at least 6 salary notches higher than his/her current salary notch.

B.7.1.2 A lecturer, who qualifies for a salary adjustment, must submit proof of his/her new qualification to his/her employer within 12 months of obtaining it in order to receive the benefit with effect from the date on which it was obtained. Should the lecturer fail to submit the qualification within 12 months; he/she will only qualify for such salary adjustment with effect from the date on which the qualification was submitted.

NB: The 12-month provision is not applicable when a lecturer qualifies for a cash bonus.

B.7.1.3 Qualifications will be recognized as from the date on which the lecturer meets all the requirements for obtaining the qualifications concerned, according to the written statement by the examining body concerned. In the absence of such a statement, a qualification will be recognized as from the date the certificate was issued.

B.7.1.4 Recognition of an improvement of a lecturer's REQV can either be an adjustment to a higher salary notch or the payment of a once off cash bonus, depending on his/her REQV level.

B.7.1.5 Cash bonuses payable to serving lecturers in terms of these measures, are calculated in as 10% of notch 163 (old notch 85). The payment of such cash amounts may not be granted to a lecturer more than once for the same REQV improvement.

B.7.2. Recognition for improvement in REQV

B.7.2.1. Lecturers on REQV 10, 11 or 12.

If a serving lecturer with REQV 11 or 12 improves his/her education qualifications, which has the effect that his/her REQV improves to REQV 13, the lecturer's salary will adjust to notch code 107 (old notch 56). If a lecturer has already been remunerated at notch code 107 or beyond, a once off cash bonus of 10% of notch code 163 (old notch 85) will be paid.

B.7.2.2. Lecturers with REQV 13

If a serving lecturer with REQV 13 (or lower) on post level 1 improves his/her qualifications, which have the effect that his/her REQV improves to REQV 14, such a lecturer's salary will adjust to notch code 163 (old notch 85). If a lecturer has already been remunerated at notch code 163 or beyond, a once off cash bonus of 10% of notch code 163 (old notch 85) will be paid.

B.7.2.3. Lecturers on post level 1 with REQV 14 or higher and lecturers in management positions within the General Lecturing Stream with REQV 13 or higher

If a serving lecturer on post level 1 with REQV 14 or higher or a lecturer in a management position within the Lecturing Stream with REQV 13 or higher improves his/her REQV such lecturers will receive a once off cash bonus for each REQV improvement equal to 10% of notch 163 (old notch 85).

B.7.2.4. Recognition of qualifications that are higher than the minimum required for appointment to a specific post:

B.7.2.4.1. First Appointment

A lecturer with a REQV of 15, 16, or 17, who is appointed (first appointment) from outside the public further education and training sector to post level 1 shall receive, after he/she has completed a period of one year of continuous service, one cash award for each REQV higher than 14 respectively.

B.7.2.4.2. Re-appointment after a break in service

A lecturer who is re-appointed after a break in service and who improved his/her REQV during the break in service is appointed to the salary range that is applicable to the relevant post and the improved REQV. If such a re-appointment is to the same salary notch than what it would have been without the improved REQV, the lecturer will qualify for a cash bonus after he/she has completed a period of one year of continuous service.

B.8. Career Pathing

Post	Possible progressions/Career Path
Lecturing Stream	
Lecturer	<ul style="list-style-type: none"> • Lecturing Specialist (teaching and learning specialist) • Senior Lecturer
Senior Lecturer	<ul style="list-style-type: none"> • Programme Manager • Senior Lecturing Specialist • Academic Head
Lecturing Specialist	<ul style="list-style-type: none"> • Senior Lecturing Specialist
Senior Lecturing Specialist	<ul style="list-style-type: none"> • Master Lecturer/ Management positions
Master Lecturer	<ul style="list-style-type: none"> • Programme Manager • Academic Head • Other Management Positions

CHAPTER C: ALLOWANCES AND OTHER PAYMENTS

C.1. General

The Minister may determine measures for the payment of differentiated allowances to lecturers appointed at public Colleges or appointed to certain posts.

C.2. Allowance to Lecturers Who Perform Supervisory Duties at Hostels

[\(edit this section – C2 - for relevance to College sector\)](#)

C.2.1 The Level of Supervisory Duties at Hostels

There are, at most, three levels of work, but it is not essential that all three levels have to be utilised in hostels. The levels and the functions attached to them are as follows:

C.2.1.1 Level I

Normally the head of the educational institution (e.g. principal of the school) is classified under level 1 and he/she is in overall control of all the hostels.

C.2.1.1.1 General

- (a) Responsible for every aspect of the hostel's activities in accordance with the department's policy.
- (b) Determines policy in respect of the educational, economic, and administrative matters within the framework as prescribed by the department concerned.
- (c) Exercises the necessary control to ensure that the policy is implemented.

C.2.1.1.2 Educational

Exercises overall control in respect of the discipline and spirit in the hostel, including the welfare, study, and recreation of boarders.

C.2.1.1.3 Economic

Controls the economic function in accordance with the policy of the department and bears the final responsibility. Responsibility is thus accepted for the compilation of the budget, the obtaining of certain tenders and the control and management of all supplies to ensure the most efficient and economic utilisation thereof.

C.2.1.1.4 Administrative

Responsible for all administrative duties which are necessary for the efficient running of a hostel. This includes, inter alia, and where applicable, the following:

- (a) Recommendations in respect of the appointment of staff.
- (b) Periodic reports and recommendations in respect of buildings, equipment, etc.
- (c) General management of staff.
- (d) Handling of applications for admission of boarders.
- (e) Collection of boarding fees.
- (f) Compilation of duty sheets for staff.

C.2.1.2 Level II

Normally every hostel has a supervisor on level II.

C.2.1.2.1 General

Practically implements the educational, economic and administrative policy as laid down.

C.2.1.2.2 Educational

Responsible for the spirit and discipline in the hostel in respect of the welfare, study, and recreation of boarders.

C.2.1.2.3 Economic

Responsible for the controlling of supplies, accounts, bookkeeping, registers, the obtaining of tenders and all other duties connected with the post.

C.2.1.2.4 Administrative

Responsible for all administrative duties necessary for the efficient running of a hostel.

This includes inter alia the following:

- (a) Recommendations in respect of the appointment of staff.
- (b) Periodic reports and recommendations in respect of buildings, equipment, grounds, etc.
- (c) Management of staff.
- (d) Handling of applications for admission of boarders.
- (e) Collection of boarding fees.

C.2.1.3 Level III

The number of persons that is utilised at this level is directly related to the number of hostel enrolments. Those persons concerned perform educational and other duties such as:

C.2.1.3.1 Carrying out the educational programme.

C.2.1.3.2 Maintenance of general discipline in the hostel, neatness of boarders, their rooms, the buildings, and grounds.

C.2.2 Grading Scales

C.2.2.1 Hostels are distinguished according to the following numbers of hostel enrolments:

- 0 to 60
- 61 to 120
- 121 to 300
- 301 and more

C.2.2.2 Where, in terms of approved educational policy in respect of post-provision scales, weighting on the actual pupil numbers based on their disabilities, occurs at specific institutions in order to determine the number of posts, a corresponding weighting of the actual hostel enrolment is made with a view to determining the number of hostel enrolments for the purposes of paragraph C.3.2.1.

C.2.3 Basis for Remuneration

C.2.3.1 Payment is in the form of a non-pensionable allowance based on a specific percentage of the basic payment (salary position plus any pensionable allowance) of the lecturer concerned. The percentage paid is as follows:

Level	Hostel enrolments			
	0 – 60	61 - 120	121 – 300	301 and more
I	12.5%	13.5%	14.5%	15.5%
II	12.5%	13.5%	14.5%	15.5%
III	12.5%	12.5%	12.5%	12.5%

C.2.3.2 The basic remuneration in respect of levels I and II must be reduced by the following percentages in those cases where not all the functions mentioned in paragraph C.2.1.2 and C.2.1.3 above are performed:

Function	Percentage reduction
Educational	50%
Administrative	25%
Economic	25%

C.2.3.3 Rounding off of non-pensionable allowances: The amount determined in terms of paragraph C.2.3.1 must be rounded off to the nearest higher five cents per month.

C.2.3.4 A lecturer who performs supervisory duties at a hostel may be remunerated for duties performed at only one of the above-mentioned three levels of work.

C.3 Remuneration for part time classes and lecturers paid on per hour basis for tuition or full-time lecturers who perform paid overtime duties

C.3.1 Part time classes and per hour tariffs:

The following tariffs are applicable in respect of formal tuition contact hours:

C.3.1.1 Tuition in an educational context up to and including NQF Level 4:

C.3.1.1.1 Qualifications of REQV 13 and higher

Formula:
$$\frac{\text{OSD notch code 210}}{\text{-----}} \times 900$$

rounded off to the nearest five cents

C.3.1.1.2 Qualifications lower than REQV 13

Formula:
$$\frac{\text{OSD notch code 106}}{\text{-----}} \times 900$$

rounded off to the nearest five cents.

C.3.1.2 Tuition in an educational context beyond NQF Level 4:

Formula:
$$\frac{\text{OSD notch code 244}}{\text{-----}} \times 900$$

rounded off to the nearest five cents.

C.3.2. Measures in respect of lecturers who are paid on a per hour basis or full-time lecturers who perform paid overtime duties

C.3.2.1. In principle, the existing practices whereby full-time lecturers receive additional remuneration on a per-hour basis or overtime remuneration, must be phased out.

C.3.2.2. Overtime remuneration/remuneration on a per-hour basis to full-time lecturers for tuition over and above the normal timetable load can be made only if –

- C.3.2.2.1. The required authorisation has been specifically given.
- C.3.2.2.2. Specific performance criteria are set against the normal timetable load, for instance, a lecturer should consistently be producing a pass rate of 75%, a throughput rate of 75% and a retention rate of 95%.
- C.3.2.2.3. Such tuition does not prejudice any obligations, including the normal timetable load, that is expected from the lecturer; or
- C.3.2.2.4. Such a lecturer must conduct tuition during his vacation leave on a part time basis because a substitute is not available and after the DG has satisfied himself/herself that no other arrangement is possible.
- C.3.2.2.5. Existing authorisations remain in force for the time being but under no circumstances may the measure contained in paragraph C.3.1 above be interpreted as being an extension of the existing authorisation for overtime remuneration or additional per-hour payment.

C.4. Acting Allowances

C.4.1. General Measures

- C.4.1.1. Lecturers employed on post level 5 and those on SMS do not qualify for the payment of acting allowances.
- C.4.1.2. A lecturer, complying with the minimum requirements in paragraph B.3.2 of Chapter B, must be appointed in writing by the employer to act.
- C.4.1.3. A lecturer may only be appointed to act in a post that is one post level higher than his/her current position.

C.4.1.4. Within fourteen days of notification by the employer, a College Council will be requested to recommend to the employer the lecturer to be appointed to act in a higher post.

C.4.1.5. In extraordinary circumstances, the employer may deviate from C.4.1.1 and C.4.1.2 above (including instances where the College Council fails to make a recommendation).

C.4.1.5. The acting allowance that will apply is the difference between the acting lecturer's current basic salary (without benefits) and the commencing notch (without benefits) that applies to the position in which the lecturer is acting, provided that the allowance equals at least 6%.

Where the acting lecturer's current basic salary (without benefits) equals or exceeds the commencing notch of the higher post (without benefits) that applies to the position in which the person is acting, the acting allowance will be at least 6%. (ELRC FETC BU Collective Agreement 1 of 2010).

C.4.1.6. Where the acting is to be performed at an institution or office that is geographically removed from the lecturer's current place of work, an applicable subsistence and travel allowance will also be paid to him/her.

C.4.1.7. A lecturer who has been appointed to act in a certain post will be subject to all the responsibilities appropriate to the post for the period during which he/she is appointed.

C.4.2. Acting allowance for a lecturer acting in a higher vacant and funded post (ELRC resolution No. 8 of 2001)

C.4.2.1. An acting allowance may only be paid if the lecturer is appointed to act for a period longer than six weeks, but limited to a maximum of twelve months.

C.4.2.2. Compensation shall be backdated to the date on which the lecturer commenced acting.

C.4.3. Acting allowance for a lecturer acting in a higher post where the permanent incumbent is absent (Collective Agreement No. 8 of 2002)

C.4.3.1. An acting allowance will only be paid to a lecturer who acts for a period longer than three (3) weeks but limited to a maximum of six months. The acting allowance will be paid only to a lecturer who acts in such a post where the permanent incumbent is absent due to the following:

- Maternity leave
- Sick leave
- Study leave
- WIL placement for a longer period
- Suspension
- Secondment

C.4.3.2. Compensation will be backdated to the date on which the lecturer commenced acting provided that the acting is three (3) consecutive weeks or longer

[\(reference the relevant Collective Agreements and Acting Policies\)](#)

C.5. Other allowances with general applicability

Allowances that have general applicability like housing allowances, pension fund, travel and subsistence, etc. determined through National Treasury Regulations, DPSA regulations and PSCBC/ GPSSBC/ ELRC Resolutions, shall be applicable to College lecturers as much as they are applicable to the general public servants.

[\(reference the relevant Collective Agreements and Acting Policies\)](#)

C.6 Lecturers appointed on a Proportional Basis

C.6.1 Pro-Rata Remuneration Basis

The following formula applies: *(ELRC Collective Agreement No. 7 of 2003)*

Number of hours per week for which the lecturer is appointed, divided by the number of hours per week that would have applied to a full-time appointment, multiplied by the salary that would have applied to the person concerned had he/she been appointed in a full-time capacity.

Provided that the total number of hours for which lecturers, who are sharing a post are remunerated, may not exceed the number of working hours applicable to a full-time appointment and the total number of hours of work performed by lecturers appointed in a shared capacity, correspond with the total workload requirements of the post concerned.

C.6.2 Recognition of Experience

Experience gained during periods of pro-rata appointments is converted to full-time experience as follows:

Number of hours per week for which the lecturer was appointed, divided by the number of hours per week that would have applied to a full-time appointment, multiplied by the period of such appointment. (*ELRC Collective Agreement No. 7 of 2003*).

CHAPTER D: PUBLIC EXAMINATIONS

(Government Gazette No 34079, dated 7 March 2011)

D.1. Duties performed in respect of National Examinations and Assessments

D.1.1. A person who has been appointed to perform duties in respect of national examination and assessment, shall be remunerated for actual work done in respect of a specific category of examination-related work. This remuneration, as well as compensation for travel and subsistence expenses, is expressed in terms of a standard tariff which, in certain cases, relates to the level at which the work is done, and which is defined as follows:

D.1.1.1. The Minister will gazette the standard tariffs annually.

D.1.1.2. Level I:

Examination-related work in respect of instructional offerings at a lower level

Standard tariff = 0,10% of the first salary notch of a REQV 14 post level 1 lecturer, rounded off to the nearest five cents.

Note: For purposes of this Chapter the first salary notch of a REQV 14 post level 1 lecturer is notch code 168 (old code 87).

D.1.1.3. Level II:

Examination-related work in respect of instructional offerings for NQF Level 4 (NCV Level 4/ N3).

Standard tariff = 0,13% of the first salary notch of a REQV 14 post level 1 lecturer, rounded off to the nearest five cents.

D.1.1.4. Level III:

Examination-related work in respect of instructional offerings at a level higher than that mentioned in paragraph D.1.1.2.

Standard tariff = 0,15% of the first salary notch of a REQV 14 post level 1 lecturer, rounded off to the nearest five cents.

D.2. Remuneration for the performance of National Examinations and Assessments related duties

D.2.1. To calculate a person's remuneration for examination related work, the tariff, as it applied on the day that the work should have been completed, must be used.

D.2.2. For each of the following categories of examination-related work the corresponding remuneration tariff, expressed in terms of the applicable standard tariff, shall apply:

D.2.2.1. Setting of question paper and accompanying memorandum

8 x (standard tariff) x (duration of question paper in hours)

Provided that where use is made of more than one examiner for a question paper, at most the equivalent of two examiners may be compensated. In the case of an examination paper set at national level, at most the equivalent of four examiners may be compensated.

D.2.2.2. Moderating of question paper and accompanying memorandum

1,8 x (standard tariff) x (duration of question paper in hours)

D.2.2.3. Translation of question paper and accompanying memorandum

1,0 x (standard tariff) x (duration of question paper in hours)

D.2.2.4. Marking and control marking of examination scripts

The following hourly rates apply in respect of marking and control marking of examination scripts, provided that at the discretion of the DG, a satisfactory pace of marking and control marking is maintained:

Duties performed as a:

- Marker: 0,6 x (standard tariff)
- Senior Marker: 0,65 x (standard tariff)
- Deputy Chief Marker: 0,7 x (standard tariff)
- Chief Marker: 0,75 x (standard tariff)

D.2.2.5. Duties performed as internal moderator (including a person appointed to investigate examination irregularities and who is remunerated on an hourly basis)

0.75 x (standard tariff) per hour

D.2.2.6. Remarking of examination scripts on appeal

0,1 x (standard tariff) x (duration of question paper in hours) x (number of scripts remarked for the question paper).

D.2.2.7. Practical and oral examinations

0,6 x (standard tariff) x (number of hours spent on examining) with a minimum remuneration per day based on 3 hours' examining.

D.2.2.8. Invigilation work

0,9 x (standard tariff for Level 1) for the invigilator per examination session irrespective of the duration, and

0,6 x (standard tariff for Level 1) for the assistant invigilator per examination session irrespective of the duration.

Note: No remuneration will apply to persons conducting invigilation at their own institutions or in situations that are regarded as being part of their official duties.

D.2.2.9. Duties performed as:

D.2.2.9.1. Marking center manager

0,75 x (standard tariff for Level II) per hour. A maximum of twelve hours per day maybe claimed for each day during which the marking is in process at the marking center.

D.2.2.9.2. Deputy marking center manager

0,5 x (standard tariff for Level II) per hour. A maximum of twelve hours per day maybe claimed for each day during which the marking is in process at the marking center.

0,005 x (standard tariff for Level II) per script.

D.2.2.10. Duties performed as an examination assistant

0,2 x (standard tariff for Level II) per hour.

D.2.2.11 Persons appointed on a contract basis to perform specialized functions relating to examinations. These functions may include but is not limited to:

- (1) Monitoring of examinations and assessment including SBA/ICASS
- (2) Investigating examination irregularities including conduct of hearings
- (3) Quality assurance and editing of question papers and marking guidelines
- (4) Adaptation of question papers for students with special needs
- (5) Moderation of SBA/ICASS
- (6) Analysis of examination data including standardization of results
- (7) Research and report writing including assessment practices
- (8) Audit and updating examination systems and policies
- (9) Training on examination related processes

0.75 x (standard tariff for Level II) per hour.

D.3. Remuneration for the performance of Trade Test Assessment related duties?

D.4. Compensation for travel and subsistence expenses incurred in respect of duties performed at a marking center

The following measures regarding the compensation for travel and subsistence expenses apply in respect of duties performed at a marking center:

D.4.1. Travel allowance

A travel allowance is payable to all applicable persons who either make use of their private vehicles or public transport and is calculated in terms of the actual number of kilometres travelled between their homes and the marking centre. The maximum distance for which a person may claim who travels daily between his/her home and the marking centre, is 75 km per trip (150 km

per return journey). Where accommodation is provided at the marking centre, a person may only claim for one return trip between his/her home and the marking centre unless otherwise approved by the employer. Persons who make use of public transport may claim their actual expenses or may be paid predetermined rates (subject to the approval of the relevant department) and may be required to provide proof of such expenses. Persons who make use of their private vehicles may be compensated at the following rate, irrespective of the engine capacity of such vehicle. Such persons may not claim for passengers.

Travel allowance: 0,01 x (standard tariff for Level II), rounded to the nearest 1 cent per kilometre.

D.4.2. Subsistence allowance

D.4.2.1. Persons who make use of accommodation at marking center

Note: Such a person may only claim for one return journey between his/her home and the marking center and may not claim for any travelling between the place of accommodation and the marking center.

D.4.2.1.1. If accommodation and meals are provided at no cost to the employee

No allowance.

D.4.2.1.2. If only accommodation is provided by the department at no cost to the employee

Meal allowance: 0,5 x (standard tariff for level ii) per day of at least 5 hours' work.

D.4.2.1.3. If no accommodation is provided by the department

The following accommodation allowance may be paid to a person who, with the approval of the department, makes use of private accommodation near the marking center:

0,8 x (standard tariff for level ii) per night stayed at such private accommodation.

A meal allowance as in paragraph D.4.2.1.2 may also be applicable.

D.4.2.2. Persons who travel daily between their homes and the marking center

D.4.2.2.1. If at least lunch is provided

No meal allowance.

D.4.2.2.2. If no meals are provided

Meal allowance: 0,3 x (standard tariff for level ii) per day of at least 5 hours' work.

D.5. Criteria for the appointment of lecturers for Examination-related work

D.5.1. In selecting and appointing persons to the various examination-related positions, cognizance must be taken of the general need to build capacity among serving lecturers in order to attain equity in respect of race and gender, also taking into account the special needs of lecturers in rural areas. This should be pursued by reserving a certain minimum number of appointments for this purpose. The number of appointments that needs to be reserved for this purpose should correspond with the department's identified needs in this regard.

D.5.2. In addition to the general criterion referred to in paragraph D.5.1, the following criteria shall apply with regard to the selection and appointment of examiners (for the setting and moderation of question papers and accompanying memoranda) and internal moderators:

D.5.2.1. Advertisements should be included in a departmental circular or national gazette or in the national and/or local press and a data base should be kept for future appointments.

D.5.2.2. A selection panel shall be appointed by the Department of Higher Education and Training. Representative lecturer unions shall be allowed observer status on such a panel.

D.5.2.3. The following criteria will apply in respect of the selection and appointment of candidates:

The appointee must:

D.5.2.3.1. Have at least a recognized three-year post grade 12 qualification, which must include the subject concerned at second- or third-year level.

D.5.2.3.2. Have extensive experience as a lecturer in the particular subject or a related area and at least two years teaching or other curriculum-related experience within the last 5 years at the appropriate level.

D.5.2.3.3. Have experience as a marker.

D.5.2.4. In addition to the above criteria, preference should be given to serving College-based lecturers.

D.5.3. In respect of an examination paper where no suitable candidate can be recruited with the set minimum qualifications or experience, the Director General(DG) or delegate may approve the appointment of a suitable candidate with other appropriate post school qualifications or with less than the required experience after consultation in this regard with the relevant lecturer unions. The final decision with regard to the appointment of examiners and internal moderators' rests with the DG.

D.5.4. The criteria to qualify for appointment as markers (including senior markers, deputy chief markers and chief markers) should, in addition to those referred to in paragraph D.5.1, include the following:

D.5.4.1. A recognized three-year post school qualification which must include the subject concerned at second- or third-year level or other appropriate post grade 12 qualifications.

D.5.4.2. Appropriate teaching experience, including teaching experience at the appropriate level, in the subject concerned.

D.5.4.3. Language competency

D.5.4.4. In addition to the above criteria, preference should be given to serving lecturers who are presently teaching the subject concerned.

The provision in paragraph D.5.3 for the relaxation of requirements in respect of qualifications and experience also applies in respect of these appointments.

D.5.5. The selection of markers for a specific examination paper should be carried out by a panel comprising of:

D.5.5.1. Chief examiner.

D.5.5.2. Relevant departmental officials.

D.5.5.3. Lecturer unions (as observers)

CHAPTER E: AWARDS AND BENEFITS

E.1. Measures prescribed by Legislation not Administered by the Minister of Higher Education, Science and Innovation and Service Benefits which apply to all Employees of the State

E.1.1 Application of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993)

E.1.2 Government Employees Pension Fund Law, 1996 (Proclamation 21 of 1996)

E.1.3 The measures in respect of, inter alia, the following matters apply to lecturers, mutatis mutandis, as they apply to other employees of the state:

E.1.3.1 **Local subsistence and camping allowance** (*PSCBC Resolution 3 of 1999*)

E.1.3.2 **Housing allowance scheme** (*PSCBC Resolution 2 of 2004, Government Gazette No 27657, dated 6 June 2005 and the Determination on Housing, issued by the Minister of Public Service and Administration*)

Refer to Annexure E.1 for the current housing allowance amount.

E.1.3.3 **Medical assistance for lecturers and former lecturers** (*PSCBC Resolution 1 of 2006 and the Determination on Medical Assistance in the Public Service, issued by the Minister of Public Service and Administration*)

Refer to Annexure E.1 for the current medical aid subsidies.

E.1.3.4 **Recognition of long service** (*PSCBC Resolution 1 of 2012 and Determination on the long service recognition in the public service, issued by the Minister of Public Service and Administration*)

Refer to Annexure E1 for the current cash amount payable to qualifying lecturers.

E.1.3.5 **Service bonus** (*PSCBC Resolution 3 of 1999, PSCBC Resolution 7 of 2000 and the DPSA Financial Manual (for purposes of the calculations and application of allowances and benefits, August 2010)*)

E.1.3.6 **Resettlement** (*Regulation 90 of the Regulations regarding the terms and conditions of employment of lecturers, PSCBC Resolution 3 of 1999 and the DPSA Financial Manual (for purposes of the calculations and application of allowances and benefits, August 2010)*)

E.1.3.6.1 Upon the transfer, appointment or termination of service of a lecturer in terms of the Public Service Act or his/her death, the lecturer or his/her estate will be compensated by the employer for the reasonable resettlement expenditure actually and necessarily incurred as a result thereof within the framework of PSCBC Resolution 3 of 1999.

(Regulation 90 (1) of the regulations regarding the terms and conditions of employment of lecturers)

E.1.3.6.2 The Employer within the context of existing provisions, determines policy regarding compensation for resettlement expenditure.

Refer to Annexure E.1 for the cash amount payable for new books, uniforms and related costs.

Note: Official traveling and transport are dealt with in terms of provincial policy.

E.2 Retrenchment Package

E.2.1 The following retirement benefits will apply to a lecturer who, because of rationalisation, has been retrenched by the department in which he/she is appointed, before reaching retirement age:

E.2.1.1 Payment of pension benefits in terms of the Rules of the Government Employees Pension Fund.

E.2.1.2 Payment of leave credit due to the lecturer, calculated in terms of paragraph H.4.4 and H.4.5 of Chapter H.

E.2.1.3 Payment of a service bonus on a pro rata basis. Refer to paragraph E.1.3.5.

E.2.1.4 Continued payment of the monthly housing allowance for a maximum period of six months after termination of service. Those lecturers who received this benefit and who are re-employed by any government department within the six months period, will not qualify for a housing allowance for the remaining period of the six months.

E.2.1.5 Continued occupation of official quarters, where possible, for a period of three months after termination of service.

E.2.1.6 Medical assistance in terms of paragraph E.1.3.3.

- E.2.1.7 The cancellation of any service commitments that the lecturer may have on termination of service.
- E.2.1.8 In cases where the lecturer enjoys the benefit of a motor vehicle scheme, the rules of the scheme must be applied.
- E.2.1.9 Application of the rules in respect of resettlement costs. Refer to paragraph E.1.3.6.
- E.2.1.10 The employer shall, if he/she intends to discharge a lecturer in terms of section 11(1)(b) of the EEA, give the lecturer three calendar months' written notice (*Regulation 16 of the Regulation regarding the terms and conditions of employment of lecturers*).

Annexure E.1 Allowances and Subsidies (amounts) – [from PAM document](#)

CHAPTER F: TIME OFF AND SECONDMENT

F.1 Introduction

- F.1.1 The measures contained in this chapter are based on the following principles:
 - F.1.1.1 The acknowledgement of labour rights entrenched in the Constitution of the Republic of South Africa, the LRA, and the Constitution of the ELRC/ GPSSBC, which seeks to promote labour peace.
 - F.1.1.2 That a lecturer's role in the education process is dynamic and developmental, and therefore requires the active participation of lecturers at Colleges.
 - F.1.1.3 That the amount of time off and the frequency thereof should at all times be reasonable and fair.
 - F.1.1.4 That arrangements for time off should consider:

F.1.1.4.1 The need for the process of teaching and learning to be uninterrupted.

F.1.1.4.2 The importance of high productivity levels.

F.1.1.4.3 Efficiency and effectiveness in services rendered to the general public.

F.1.1.4.4 The need for order in the higher education system.

F.1.1.4.5 The constitutional rights of the student.

F.2 General

F.2.1 When requiring time off:

F.2.1.1 A reasonable period of notice must be given to the responsible person designated by the employer for time off to attend meetings, training courses, and other agreed to activities.

F.2.1.2 In respect of urgent meetings arising from the collective bargaining process, the trade union should advise the responsible person designated by the employer timeously of such urgent meetings.

F.2.1.3 When requesting time off for workplace and other such like meetings, every effort should be made to hold them before or after official College hours, or during lunch breaks.

F.2.1.4 An efficient record system must be kept in respect of time off allowed for all entitled lecturers.

F.2.1.5 Management must be informed timeously of any resignation of members/representatives.

F.2.2 Applications for time off must be considered on its merits and the principle of reasonableness and fairness must apply.

F.2.3 It is the responsibility of managers identified by the DHET and / or College to keep separate registers of trade union members and representatives in good standing, as well as details of time off allowed with full pay and without pay, and to forward such records annually, but before 31 December, to both the trade unions concerned and the responsible personnel offices.

F.3 Time Off

F.3.1 Time Off for Collective Bargaining Purposes

F.3.1.1 Entitlement

Duly elected, identified trade union representatives are allowed time off, including during working hours, to attend meetings at national and provincial levels for collective bargaining purposes. Furthermore, such trade union representatives are entitled to take reasonable time off for preparatory meetings during the collective bargaining process.

F.3.1.2 Provisions

F.3.1.2.1 Identified representatives must give their supervisors reasonable notice of meetings to be attended and proof that they have been nominated to attend such meetings.

F.3.1.2.2 Confirmation of meetings must be submitted by the representative to his/her supervisor for record and auditing purposes.

F.3.1.2.3 Subsequent to representatives attending meetings, confirmation must be given by the trade union to the representative's supervisor that he/she had attended such meetings.

F.3.1.2.4 In addition, representatives are allowed a maximum of 1 additional working day per event, which should be regarded as special leave with full pay, for preparatory meetings during the collective bargaining process; provided that the employee organisation confirms that such preparation is essential to the collective bargaining

process and that the duration of such preparation necessitates the maximum or a lesser amount of hours required.

F.3.1.3 Payment for time off

In terms of this entitlement, the duly elected, identified trade union representative is allowed time off with full pay.

Note: The functions referred to in paragraph F.3.1.1 to F.3.1.2 will be performed primarily by SS appointed in terms of ELRC Collective Agreement 2 of 2007 but, subject to this provision, trade unions may utilise other identified union representative/s for agreed upon interaction with the employer at the level of the circuit/district, regional or provincial after negotiating with the identified employer representative/s designated by the DG. *(Clause 8.1.1 and 8.1.2 of ELRC Collective Agreement No. 2 of 2007).*

F.3.1.4 Time off for trade union duties

F.3.1.4.1 Entitlement

Duly elected, identified representatives of a trade union may take reasonable time off, including during working hours, to carry out trade union duties which have been agreed to between the parties of the ELRC.

F.3.1.4.2 Provisions

- (a) The following trade union duties are provided for:
- (i) Representing members in good standing during –
 - disciplinary hearings
 - grievance and dispute procedures
 - retrenchment/redundancy procedures
 - dismissals.
 - (ii) Attending labour relations training.
 - (ii) Attending, participating in and organising workplace forums.
- (b) The amount of time off to be allowed must not exceed a maximum of three (3) working days at a time and the entitlement is limited to a maximum of twelve (12) working days per annum. Should additional time off be essential and in the interest of labour peace, the employer may, with due regard to the principles of

reasonableness and fairness, consider a motivated request for additional time off.

F.3.1.4.3 Payment for time off

In terms of this entitlement, and subject to the limitations of the entitlement, representatives are allowed time off with full pay.

F.3.1.5 Time off for trade union activities

F.3.1.5.1 Entitlement

Subject to the academic programme not being interrupted, an employee who is a registered member in good standing with a trade union, may take reasonable time off during working hours to participate in agreed to trade union activities.

F.3.1.5.2 Provisions

The following trade union activities are provided for:

- (a) Attending pre-arranged workplace meetings, other than those arising out of industrial action, which have been agreed to between the trade union affected and the employer, and which cannot be held outside working hours.
- (b) Meeting full-time officials, by arrangement and agreement between the trade union and employer, to discuss bona fide trade union matters.
- (c) Voting during trade union elections where voting cannot take place outside working hours.
- (d) Voting in respect of procedural/lawful strike actions.

F.3.1.5.3 Payment for time off

Trade union members are allowed a maximum of eight (8) working hours per annum, calculated from 1 January to 31 December of each year, with full pay to engage in the activities indicated above.

Note: Where there is a dispute relating to time off, the provisions of the Constitution of the ELRC/ GPSSBC will apply. Time off with full pay is permitted for trade union members/representatives to engage in this process.

F.4 Secondment To Trade Unions

F.4.1.1 Entitlement

The employer recognises the need for trade unions to utilize the skills and expertise of their members to manage the affairs of the trade union. Trade unions are therefore entitled to have lecturers seconded to trade unions registered with the ELRC/ GPSSBC, to occupy full time positions to which they have been duly elected.

This entitlement applies only to trade unions in good standing, and who comply with the provisions of the LRA and the Constitution of the ELRC/ GPSSBC.

Note: The conflict between the ELRC 2 of 2007 and GPSSBC Collective Agreement on Secondment 3 of 2001 had to be addressed at a later stage

F.4.1.2 Basis upon which the number of trade union members in good standing, will be allowed to be seconded for a contracted period of one year

F.4.1.2.1 Consideration must be given to the teaching and learning programme. It is important that the entitlement does not disrupt the College programme or the management of education.

F.4.1.2.2 For this purpose this entitlement is structured in such a manner that it applies to a calendar year, that is, from 1 January to 31 December of each year.

F.4.1.2.3 Trade unions will have to elect or appoint their officials on the basis of a calendar year.

F.4.1.2.4 The following formula will apply in respect of the secondment of trade union members in good standing, to full-time positions in a trade union for a period of one (1) year:

Number of audited employee organisation members (i.r.o. a federation, membership can only be counted once)	Number of members to be allowed to be seconded to full-time positions in an employee organization
0 - 3000	0
3001 - 5000	1
5001 - 8000	2

8001 - 12000	3
12001 - 17000	4
17001 upwards	An additional 1 member for every 6000 above 17000 to a maximum of 7 additional members

F.4.1.3 Payment in respect of seconded lecturers

F.4.1.3.1 Members of trade unions in good standing, who have been seconded to trade unions in accordance with this entitlement, will retain all their benefits.

F.4.1.3.2 Trade unions must be responsible for refunding the full package payable to members seconded in terms of this entitlement.

F.4.1.3.3 The GS of the ELRC/ GPSSBC must keep separate and accurate records of payments made in terms of this entitlement.

F.4.1.4 Entitlement in respect of national negotiators

F.4.1.4.1 This entitlement will apply only to national negotiators of trade unions in the ELRC/ GPSSBC, who are lecturers at Colleges and who are representatives of the ELRC/ GPSSBC in terms of the provisions 7 of the constitutions of the ELRC/ GPSSBC.

F.4.1.4.2 In addition to the entitlement provided for in paragraph F.4.1.2 and F.4.1.3 above, trade unions are entitled to have national negotiators seconded.

F.4.1.4.3 Such secondment will be for a maximum period of one (1) year at a time, renewable for such longer period as may be agreed to between the employer and relevant trade union.

F.4.1.4.4 The GS of the ELRC/ GPSSBC must from time to time, furnish regional offices with the names and particulars of national negotiators.

F.4.1.4.5 An employee returning to duty, upon completion of the period of secondment, must be assigned:

- (a) In the case of a period of secondment of up to two (2) years, to the position/post that he/she would have held if the secondment had not been taken, or at his/her request, to another post/position agreeable to the employer.
- (b) In the case of a period of secondment of more than two (2) years, to an equivalent position/post to that held prior to the secondment, which is acceptable to the employee, and which shall be reasonable and fair.

F.4.1.4.6 The employer will remain responsible for the seconded employee's full remuneration package which is not subject to the provisions of paragraph F.4.1.3.2 above, while the relevant trade union will be responsible for 50% of the full remuneration package of the temporary substitute.

F.4.1.4.7 The provisions relating to the retention of benefits and methods of payment, as provided for in paragraph F.4.1.3 above apply **mutatis mutandis**.

F.5 Secondment of Shop Stewards (ELRC Collective Agreement No. 2 of 2007 and GPSSBC Collective Agreement 3 of 2001)

F.5.1 Election, nomination and appointment of Shop Stewards (SS) in Education:

F.5.1.1 Eligibility for appointment as a SS.

F.5.1.2 In order to be appointed as a SS a person must:

F.5.1.2.1 Be a post level one and a permanent lecturer at a College.

F.5.1.2.2 Have been elected or nominated by the trade union of which that person is a member.

F.5.1.2.3 Allocation and distribution of SS

- (a) The maximum number of SSs that may be appointed, is 5.
- (b) The distribution of the SSs from the 1st August 2007 will be as reflected in Annexure F.1.

- (c) The determination by the GS of the ELRC/ GPSSBC of the distribution of the SSs must take into cognisance the size of the Region and the vote weights of the admitted trade unions in that province.
- (d) The determination, in Annexure F.1, is based on the vote weights calculated as on 31st December 2006; and this takes effect from 1st July 2007.
- (e) The determination for the succeeding years will be based on the vote weights calculated as at the 30th September of the preceding year, and will be valid for the period 1 January to 31 December of each calendar year (no change in allocations during the course of the year).
- (f) The GS of the ELRC/GPSSBC must issue the determination by mid-November at the latest to all parties concerned.

F.5.1.2.4 Notice of the elected or nominated SS

- (a) In submitting an appointee as proposed SS, the trade union parties to the ELRC/ GPSSBC must ensure that SS nominated or elected by them are allocated to deal with the trade union's functions and interaction with the employer at national, and/ or regional level.
- (b) Once the trade unions have nominated or elected their SS, the trade unions must notify the national and the respective employers and the GS of the ELRC/ GPSSBC, in writing, of these names and details of the lecturer, on the prescribed form.
- (c) In its notification the trade union must specify all the details required, for the notification to be valid.

F.5.1.2.5 Appointment of the SS

- (a) The persons nominated or elected to the position of SS will be duly appointed once the national and the respective employers and the GS of the ELRC have received the notifications referred to in paragraph F.5.1.2.4. Their appointment will be by way of a secondment.
- (b) The employer undertake to inform all lecturers by means of a circular distributed to all the TVET Colleges of the contact details of the appointed SSs for that Region.

- (c) The trade unions undertake to inform all their members of the contact details of their appointed SSs for the Region concerned.

F.5.1.2.6 Period of appointment

- (a) The trade union must determine the period of appointment of the SS, but not less than one year at a time.
- (b) The SS will be seconded from the date of appointment and until the expiry of the period or when replaced, by the relevant trade union, whichever is applicable.

F.5.2 Benefits

F.5.2.1 The relevant employer must pay the appointed SS his/her full remuneration package.

F.5.2.2 A SS who returns to his/her lecturer duties must be assigned the post he/she left prior to his appointment. If this is impossible and/or impractical or not in the best interest of education, the employer must offer the SS a suitable alternative, commensurate with the post that the SS held prior to his/her appointment as a SS.

F.5.2.3 Notwithstanding the above, the lecturer concerned, during the period of appointment as a SS, shall retain all the rights and benefits attached to his/her lecturer post, including salary increases, promotion opportunities and benefits associated with his/her seniority as if he/she had not been seconded.

F.5.3 The rights, duties and obligations of a SS

F.5.3.1 The role and functions of a SS include, but are not limited to, the following:

F.5.3.1.1 To assist and communicate with lecturers about education, employment and trade union related matters.

F.5.3.1.2 To assist and represent his/her trade union's members in disciplinary hearings, in processing grievances and in appeal procedures in terms of the EEA.

- F.5.3.1.3 To assist and represent his/her trade union's members in dispute resolution procedures declared in terms of the ELRC's/ GPSSBC's dispute resolution procedures.
- F.5.3.1.4 To represent his/her trade union and participate in collective bargaining processes, including consultations and negotiations with the employer and its representatives.
- F.5.3.1.5 To assist his/her trade union in monitoring the employer's compliance with the provisions of any workplace-related laws and any collective agreement binding on the employer.
- F.5.3.1.6 To report any alleged contravention of a workplace-related provision of any law and any collective agreement binding on the employer to the employee, his/her trade union or any responsible authority or agency.
- F.5.3.2 The SS, in performing his/her functions, must endeavour:
 - F.5.3.2.1 To establish and maintain good relations between his/her trade union and its members, and the employer.
 - F.5.3.2.2 To follow all applicable procedures regulating the employer-employee relationship and advise his/her trade union's members to follow these procedures.
 - F.5.3.2.3 To put all his/her time at the disposal of employer/employee interactions.
- F.5.3.3 The SS must represent the interests of the union and its members in accordance with the instructions and mandate of the trade union that elected or nominated him or her.
- F.5.3.4 The SS must report to his/her trade union regarding his/her work, any matter associated with the carrying out of his/her duties and the SS is accountable to his/her trade union with respect to his/her performance as a SS. The trade union must provide the GS of the ELRC / GPSSBC with a report of the performance of the SS by the 7th of April of each year.

- F.5.3.5 A SS may not interfere with any lawful and legitimate instruction given by the employer or his/her representative to an employee. A SS may not unlawfully interfere with the performance of any employee's duties, failing which; the employer will deal with the SS according to the LRA.
- F.5.3.6 The SS may provide advice to his/her trade union's members. The SS may encourage or direct any of the SS's trade union's members to comply with any lawful decision of his/her trade union.
- F.5.3.7 The SS may exercise all the trade unions' organisational rights and obligations as set out in various statutes of parliament and collective agreements of the ELRC/ GPSSBC.
- F.5.3.8 Right of access
- F.5.3.8.1 The SS may meet with lecturers on the premises of the college or departmental office of the employer; provided that the SS has obtained prior permission from the head of the relevant educational institution or, in the case of a departmental office, the appropriate representative of the employer. Office hours and teaching time does not include tea and lunch breaks.
- F.5.3.8.2 The SS may hold meetings with lecturers provided that:
- (a) In the case of educational institutions, the meeting takes place outside the formal teaching or learning day and does not interfere with the functioning of the educational institution.
 - (b) In the case of an office of the employer, the meeting takes place outside office hours and does not interfere with the functioning of the respective office.
- F.5.3.8.3 The SS may only hold meetings with individual lecturers during office hours or teaching time under the conditions stipulated in the PCAM and provided that the SS has the prior approval of the relevant heads of the educational institutions or, in the case of departmental offices, the appropriate representatives of the employer. An SS must, as far as possible, try to meet with a lecturer outside of actual teaching or learning time.

F.5.3.9 Disclosure of information

A SS is entitled to full disclosure of all relevant information in accordance with and subject to the qualifications provided in section 16 of the LRA and PAIA.

F.5.3.10 Victimization and prejudice

The employer undertakes not to victimise or prejudice a lecturer by virtue of:

F.5.3.10.1 His/her election, nomination or appointment as a SS.

F.5.3.10.2 His/her possible election, nomination or appointment as a SS.

F.5.3.10.3 The performance by the SS of his/her duties.

F.5.4 Withdrawal or termination of the appointment of a SS

F.5.4.1 A SS's appointment terminates at the end of his/her period of appointment, if applicable.

F.5.4.2 A SS's appointment shall terminate if:

F.5.4.2.1 The SS is transferred to another education department.

F.5.4.2.2 The SS ceases to be a member of the trade union that nominated and elected him or her.

F.5.4.2.3 The SS ceases to be a lecturer.

F.5.4.2.4 The SS resigns in writing as an SS.

F.5.4.2.5 The SS's appointment is terminated in terms of paragraph F.5.4.3.

F.5.4.3 A SS may be withdrawn if:

F.5.4.3.1 The SS accepts a promotion to a higher post level at an institution or into a departmental office based post.

F.5.4.3.2 If the trade union, which appointed him or her, decides so.

F.5.4.4 Withdrawal of a SS for misconduct

F.5.4.4.1 The employer may refer the matter in writing to the SS's trade union, if the employer is not satisfied with the manner in which a SS is conducting himself/herself. In the referral the employer must specify the conduct complained of. A copy of the referral must be sent to the SS.

F.5.4.4.2 If the matter is not resolved between the employer and the relevant trade union within fourteen (14) days from the date on which the referral referred to in paragraph F.5.4.4.1 reaches the trade union, the employer may refer the matter to the GS of the ELRC/ GPSSBC for resolution in terms of the ELRC's/ GPSSBC dispute resolution procedures.

F.5.4.4.3 The employer may refer the matter to arbitration if the dispute is not settled at conciliation. At arbitration the employer may seek an order withdrawing the SS.

F.5.4.4.4 The arbitrator, when deciding whether to grant an order withdrawing the SS, must consider amongst others, the following:

- (a) The seriousness of the misconduct complained of.
- (b) The steps taken to correct the conduct complained of.
- (c) The inherent nature of the conflict between a trade union and the employer.
- (d) The SS's and the trade union's freedom of association rights as set out in the LRA.
- (e) The impact that any order terminating the appointment of the SS will have upon the employer, the trade union, the SS and labour relations generally.

F.5.4.4.5 Notwithstanding the above, the employer may, where necessary and applicable, follow the disciplinary procedure outlined in the PSCBC Resolution 1 of 2003/ ELRC FETC BU Collective Agreement 1 of 2013.

- F.5.4.5 In the event of a vacancy arising from the withdrawal of a SS, the trade union concerned may appoint another member as a replacement for the duration of the outstanding period, if applicable.
- F.5.4.6 In the event that the relevant provincial department of education has to appoint another substitute in the place of the new SS and pay the salary for two substitutes, the relevant trade union must bear the cost of the additional substitute, which is payable to the relevant employing department.
- F.5.5 The trade union's obligations
 - F.5.5.1 The trade unions undertake not to use other trade union representatives, who are not SSs, in activities that take place during the period when these trade union representatives are supposed to be attending to their teaching duties; except in circumstances prescribed in the PCAM.
 - F.5.5.2 The undertaking in paragraph F.5.5.1 does not:
 - F.5.5.2.1 Prevent full-time office-bearers and officials of trade unions from attending to these activities.
 - F.5.5.2.2 Affect the right of other union officials/representatives to perform their trade union functions and duties.
 - F.5.5.3 The trade union must try to ensure that a SS is available to attend to the functions set out in paragraph F.5.3.
 - F.5.5.4 The SS's trade union must pay for all expenses and meet all the other needs associated with the performance of the SS's activities, excluding the SS's remuneration.
 - F.5.5.5 The SS must be based at the offices of their trade union in the province to which they are allocated.
- F.5.6 Funding
 - F.5.6.1 The ELRC/ GPSSBC will fund the provisioning of the SSs as follows:

- F.5.6.1.1 The amount budgeted for the SSs must be divided by the total number of SSs (5) to determine the cost of one SS per annum.
- F.5.6.1.2 The department of higher education and training will receive payment, in arrears, for SSs as calculated above, on a 6 monthly basis during November and May of each year.
- F.5.7 Reporting
- F.5.7.1 The GS of the ELRC / GPSSBC shall develop a pro forma guideline to report on the functioning and performance of the SSs as per clause F.5.3 above.
- F.5.7.2 The trade unions, (either at a national or provincial level) would provide such report to the GS of the ELRC/ GPSSBC on a quarterly basis (7th July, 7th October, 7th January and 7th April).
- F.5.7.3 The GS of the ELRC/ GPSSBC must maintain the privacy and confidentiality of details of grievance and dispute hearings; except for statistical purposes.
- F.5.7.4 The GS of the ELRC/ GPSSBC must submit a quarterly report, in the accounting officer's report, to the ELRC/ GPSSBC on the effective utilisation and contributions of the SSs.

CHAPTER G: GRIEVANCE PROCEDURE

G.1 Definitions

In this procedure, unless the context indicates otherwise-

“Constitution” means the Constitution of the Republic of South Africa, 1996 (Act No. 108 of 1996).

“lecturer” means any person who teaches, educates or trains other persons or who provides professional educational services, and who is appointed in a post on any lecturer establishment under the CET Act 16 of 2006 as amended.

“employer”, in relation to any provision of Chapter 4, section 20 of the CET Act, applies to, or is connected with –

(a) an employer in the service of the DHET, means the Minister;

“**days**” refers to working days.

“**CET Act**” means Continuing Education and Training Act, 2006 (Act No 16 of 2006) as amended.

“**grievance**” means a complaint by an employee or employees affecting the employment relationship of the person or persons concerned, or where there is an alleged misinterpretation, or violation of his or her, or their rights.

“**head of department**” means the incumbent of a post mentioned in Schedules 1, 2 and 3 of the Public Service Act, 1994, or the person acting in such post.

“**Public Service Act**” means the Public Service Act, 1994 (Proclamation No 103 of 1994).

“**Minister**” means the Minister of Higher Education and Training.

“**recognised trade union**” means all the trade unions admitted to the ELRC/ GPSSBC as well as any other trade union that enjoys the relevant organisational rights.

“**resolve**” means to settle a grievance to the satisfaction of the aggrieved lecturer.

“**representative**” means a fellow lecturer, a representative or official of a recognised trade union.

G.2 Objective

G.2.1 Purpose and Application

The purpose of this grievance procedure is to address grievances in public education by fulfilling the primary objectives of this procedure which is to promote

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G.2.1.1 Speedy, impartial and equitable handling of grievances.

G.2.1.2 Sound labour relations.

G.2.1.3 Resolution of individual grievances at the lowest possible level in a department.

G.3 Adherence To Time Limits

- G.3.1 In determining adherence to time limits, this should be calculated by excluding the first day and including the last day.
- G.3.2 A formal written grievance must be lodged with the employer within 90 days from the date on which the lecturer became aware of the act or omission which adversely affects him/her.

G.4 Dealing with Grievances

- G.4.1 Oral Interview
 - G.4.1.1. A sincere attempt should be made to resolve any grievance by oral interview between a grievant(s) and the head of a College (herein after referred to as “the head”), and in the case of an education and training institution outside a college or the head of a college, the supervisor (hereinafter referred to as “the supervisor”), before differences become formalised grievances.
 - G.4.1.2. During this process no records will be kept of proceedings which will be without prejudice to either of the parties.
- G.4.2 Formal Written Grievance: Institutional Level, (College) and Departmental Level
 - G.4.2.1. A grievant(s) may lodge a grievance or grievances with the head or the supervisor in writing within a reasonable period of time, but in any event not later than 90 calendar days following on the time and date on which the alleged grievance or grievances occurred. Full details of the nature of the grievance or grievances must be relayed to the head or the supervisor, as the case may be. The grievant(s) must use the attached Form (Annexure G.1) to formally lodge the grievance. The grievance or grievances must bear the signature or signatures of the grievant(s) and a copy thereof shall be filed with the relevant office of the provincial department of education by the head or supervisor, as the

case may be, which office shall be identified by the relevant head of a provincial department in each province.

- G.4.2.2 The head or the supervisor, as the case may be, shall confer with the grievant(s), and others involved, within three (3) working days of receipt of the formal written grievance in order to resolve the grievance. At this meeting the facts shall be presented and considered and an effort shall be made to resolve the matter to the satisfaction of all parties.
- G.4.2.3 The head or the supervisor, as the case may be, shall communicate the outcome to the relevant office of the provincial department of education within five (5) working days of the resolution or non-resolution of a grievance.
- G.4.2.4. If an action or lack of an action, or a decision or lack of a decision, concerns the head or the supervisor, the grievant(s) may refer the matter directly to the regional/district level in respect of a school and departmental level in respect of an institution outside a school, provided that a sincere attempt has been made to resolve the grievance or grievances in terms of the provisions of paragraph G.4.1 above.
- G.4.3. Regional level in respect of a college and departmental level in respect of an institution outside a college
 - G.4.3.1. If the grievant(s) is/are not satisfied with the outcome referred to in paragraph G.4.2 above, the grievant(s) may refer the matter in writing, by hand or registered mail, together with the decision of the head or the supervisor, as the case may be, to the regional head in the case of a lecturer at a college and in the case of a lecturer outside a college to the office referred to in paragraph G.4.2.4 within five (5) working days of the parties failing to resolve the grievance or grievances. A copy of the referral must be presented to the head or supervisor, as the case may be, and where applicable, to the grievant(s)' trade union.
 - G.4.3.2. The head or the supervisor shall forward his or her comments together with all relevant information on the grievance or grievances to the regional/district head

or the office referred to in paragraph G.4.2.4, as the case may be, within five (5) working days after receiving the referral mentioned in paragraph G.4.3 above.

- G.4.3.3. The head of the region or the head of the department, or his/her delegate in respect of a lecturer outside an education and training institution, shall within five (5) working days from the date of receipt of all the parties' referrals, attempt to resolve the grievance or grievances and communicate his or her decision in writing to all parties.
- G.4.3.4. Should the grievant(s) not be satisfied with the outcome, he or she may register a formal dispute with the GS of the ELRC/ GPSSBC in terms of the provisions of the ELRC's / GPSSBC's Constitution.
- G.4.4 A trade union registered with the ELRC /GPSSBC may register a grievance with the head or supervisor or the head of a relevant employer, as the case may be, on behalf of its members individually or collectively and represent such member or members during any stage of this grievance procedure. A non-member(s) may be represented by another employee.
- G.4.5 The parties to a grievance or grievances may by agreement extend the periods referred to in paragraphs G.4.3.1.and G.4.3.2.and G.4.3.3.above.

Annexure G.1

GRIEVANCE FORM

PLEASE READ THE FOLLOWING INSTRUCTIONS BEFORE COMPLETING THE FORM

1. This form must be used to lodge a formal grievance (excluding an alleged unfair dismissal) when you are dissatisfied with an act or omission and you have been unable to resolve the problem by using informal discussion.
2. You have to lodge your grievance within 90 days from the date on which you became aware of the act or omission which adversely affects you.
3. You may be assisted or represented by a fellow lecturer or a representative or official from a recognised trade union.
4. It is important to complete all information accurately. When the form is completed, it must be given to the person designated to facilitate grievances at your institution. The department will attach this form to the grievance documentation and it will be used through all stages of the grievance procedures.
5. At each stage where a person within the relevant structure of authority attempts to resolve the grievance, each party will complete the appropriate part of the form. You will be given an opportunity to respond to each and every comment.
6. At the conclusion of each stage of the grievance procedure, the head or supervisor will provide you with a copy of the completed form.
7. Once the grievance has been resolved, you do not need to complete the rest of the form.

8. You are required to complete Parts A and B of this form and to then hand it to the head or the supervisor, as the case may be, at your institution/office. The head or the supervisor, as the case may be, will affix his/her signature in the block below Part B of the form to indicate that the grievance has been received. Ensure that you receive a copy of the form where receipt of your grievance has been acknowledged.
9. Part C of the grievance form will be completed by the head or the supervisor, as the case may be, and grievant(s) will be provided with copy during the various stages where attempts will be made to resolve the grievance.

PART A: PERSONAL PARTICULARS

To be completed by the aggrieved lecturer

INITIALS AND SURNAME		
PERSONAL NUMBER		
REGION/DISTRICT		
SCHOOL / OFFICE		
RANK / POST LEVEL		
DATE ON WHICH YOU BECAME AWARE OF THE ACT OR OMISSION		
PERSONAL CONTACT DETAILS	TEL:	CELL:
	FAX:	
CONTACT DETAILS OF REPRESENTATIVE	TEL:	CELL:
NAME OF TRADE UNION		
CONTACT DETAILS OF TRADE UNION	TEL:	FAX:

PART B: DETAILS OF THE GRIEVANCE

To be completed by the aggrieved lecturer(s)

What are you aggrieved about? *(If space below is not enough, please attach additional page(s)):*

What solution do you propose?

SIGNATURE: _____ **DATE** _____

Receipt of grievance form acknowledged and a copy given to aggrieved lecturer(s)

SIGNATURE _____ **DATE:** _____

NAME: _____ **RANK:** _____

PART C: GRIEVANCE RESOLUTION: LEVELS

NOTES:

This part of the form makes provision for levels of authority to attempt to resolve the grievance. depending on the circumstances, one or more pages below need to be completed.

SIGNATURE: _____		DATE: _____	
On behalf of Employer			
NAME: _____		RANK: _____	
Was the grievance resolved	Yes		No
Comments by the aggrieved lecturer(s) if necessary			

SIGNATURE _____		DATE: _____	
LECTURER			

PART D : REGION/DISTRICT OR DEPARTMENTAL LEVEL			
<i>To be completed on behalf of the Head of Department</i>			
NAME OF OFFICIAL			
DESIGNATION			
RELATIONSHIP WITH AGRIEVED LECTURER	DISTRICT/REGIONAL HEAD	COMPONENT HEAD	DIRECTORATE
TEL:	CELL:	FAX:	
Decision in respect of the grievance and reasons for the decision <i>(If space below is not enough, please attach additional page(s)):</i>			

SIGNATURE: _____ **DATE** _____

On behalf of Employer

NAME: _____ **RANK** _____

Was the grievance resolved	Yes		No	
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If no, the aggrieved lecturer (s) must explain why she/he or they are still dissatisfied

SIGNATURE _____ **DATE:** _____

LECTURER

CHAPTER H: LEAVE MEASURES

H.1 Definitions

“Public Technical and Vocational Education and Training College” or *“Community Education and Training College”* as defined in the CET Act No. 16 of 2006 as amended or any other institution that provides specialised tuition and where learning activities are discontinued during institution closure periods.

“Academic closure period” is the scheduled period that Colleges close at the end of each term and during which period teaching and learning activities are discontinued.

“lecturer” means a lecturer who is employed at a college and whose normal duties are discontinued during institution closure periods.

“academic support staff” means an official who provides support services directly linked to education and training and whose normal duties are discontinued during institution closure periods.

“institutional support staff” means an official who provides general support services not necessarily directly linked to education and training and whose normal duties are not discontinued but might be significantly limited during institution closure periods.

“remuneration” means –

- (a) In respect of lecturers and academic support staff who are not members of the MMS:
 - (i) For purposes of calculating pay for unused annual leave and severance pay, remuneration means the employee’s annual salary PLUS 37% of his/her basic salary.
 - (ii) For purposes of calculating capped leave and unpaid leave, remuneration means the lecturer’s annual basic salary.
- (b) In respect of academic support staff who are members of the MMS:
 - (i) For purposes of calculating pay for unused annual leave, unpaid leave and severance pay, remuneration means the employee’s all-inclusive remuneration package.

- (ii) For purposes of calculating capped leave, remuneration means the employee's annual basic salary (*paragraph 4.6 of the Determination and directive on leave of absence in the public service, August 2012*).

"*scheduled working time*" in respect of lecturers means –

- (a) All the time during a College term, both during and outside the formal working day, that lecturers must perform duties in terms of the measures in Chapter A.
- (b) Days during an institution closure period that have been scheduled by the Minister, for these lecturers to report for administrative duties or by the DG for these lecturers to report for in-service training in terms of paragraph A.4.2 of Chapter A of these measures.

"*Current leave cycle*" means the leave accrued by academic support staffs as from 1 January of the current year of employment up until 31 December of the same year.

"*Capped leave*" is the leave accrued by all lecturers up until 31 December 2001, which is payable upon early or normal retirement, death or medical boarding.

H.2 Legislative Framework

Continuing Education and Training Act No. 16 of 2006 as amended

ELRC Collective Agreement No. 7 of 2001

Government Gazette No. 22961 of 2001, dated 19 December 2001 (Leave measures)

PSCBC Resolution No. 7 of 2000

Government Gazette No. 29248, dated 22 September 2006 (PILIR)

Government Gazette No. 28264, dated 25 November 2005 (8-week rule)

Determination and directive on leave of absence in the public service (Department of Public Service and Administration, August 2012)

Labour Relations Act of 1995, as amended

Basic Conditions of Employment Act, 1997

PSCBC Resolution 1 of 2012

Government Gazette No. 38249, dated 27 November 2014

H.3 General Provisions

- H.3.1 The employer may determine that an attendance register be kept in which a lecturer must record the time of his/her arrival at and departure from his/her place of duty. *(Regulation 24 of the Regulations regarding the terms and conditions of employment of lecturers)*
- H.3.2 Z1 (a) form as amended by the Minister of Public Service and Administration in terms of paragraph 6 of Schedule 1 of the Public Service Regulations, 2001 as amended, is the official government leave form to be used to record the types of leave applied for by an academic support staff member.
- H.3.3 Lecturers must use the relevant leave form.
- H.3.4 In interpreting Section B of the leave form for lecturers, campus managers must keep manual records of the utilisation of leave in Section B and or capped leave applied for as part of a day.
- H.3.5 After reaching the prescribed daily number of working hours for a specific type of leave, the campus manager must cause the lecturer to complete and submit a leave form
- H.3.6 Different types of leave must not be combined to reach the daily number of working hours e.g. do not combine pre-natal leave, normal sick leave and/or family responsibility leave to reach the prescribed daily number of working hours.

H.3.7. The application for leave of absence form must not be used as a sanction for offences related, for example, to late coming. Instead the normal disciplinary measures contained in Schedule 2 of the EEA must be used.

H.4 Annual Leave

H.4.1 General Measures

H.4.1.1 Lecturers are entitled to be on annual leave with full pay during each leave cycle of 12 months, commencing on 1 January of each year.

H.4.1.2 A lecturer retains all his/her leave credit when he/she is transferred within a department or between state departments without a break in service.

H.4.1.3 Unless indicated otherwise in these measures, days of leave granted in respect of any category of leave, other than annual leave, will not be deducted from a lecturer's leave provision in respect of annual leave.

H.4.1.4 A lecturer will not be considered to be on leave if he/she:

H.4.1.4.1 Must appear as a witness-

- (a) In any court.
- (b) In misconduct proceedings or in a misconduct investigation in terms of any law.
- (c) At inquest proceedings.
- (d) Before a commission or committee appointed by the state or before any committee or institution instituted by or in terms of any act.

H.4.1.4.2 Appears as defendant or co-defendant in civil proceedings arising from his/her official duties and in which the state or any statutory body or institution has a direct interest.

H.4.1.4.3 Is taken into custody or must appear in any court on a criminal charge and the offence he/she is charged with is withdrawn or if he/she is acquitted of such offence.

H.4.1.4.4 Attends or participates in a training program required by the employer or the professional body with whom he/she is required to register in order to remain registered or with the approval of the employer attends or participates in a training program or other activity that is in the employer's interest.

H.4.2 Annual Leave Entitlement of Lecturers

H.4.2.1 A lecturer will be regarded as being on annual leave during institution closure periods that are outside of scheduled working time, provided that the measures regarding the workload, duties and responsibilities of lecturers may require such a lecturer to perform some of his/her normal duties, such as preparation for the new college term or the marking of internal examination scripts, during such periods. However, such a lecturer will not be required to report at any work place to perform any of these duties.

H.4.2.2 If, after sufficient notice, a lecturer is required by the employer to report for official duty during an institution closure period outside the scheduled working time, he/she will be remunerated additionally for the performance of such duties in terms of the applicable measures in Chapter C. Such remuneration will not apply in respect of the voluntary performance of duties by a lecturer during an institution closure period.

H.4.2.3 Save for leave accrued in terms of paragraph H.4.5.1., a lecturer does not accrue any leave credit for purposes of payments, for carry over to a next leave cycle, or for extending other forms of leave.

H.4.3 Annual Leave Entitlement and Measures in Respect of Academic Support Staff

H.4.3.1 The main purpose of annual leave is to provide periods of rest to an academic support staff but, subject to these measures, may also be used to extend periods of other categories of leave as provided in these measures.

- H.4.3.2 An academic support staff is entitled to annual leave with full pay during each leave cycle of 12 months, commencing on 1 January of each year, except if appointed after 1 January of each year.
- The full year leave entitlement of an academic support staff is –
- 27 working days in respect of an academic support staff with less than 10 years' service.
- 30 working days in respect of an academic support staff with 10 or more years of service.
- H.4.3.3 The annual leave entitlement of an academic support staff appointed after 1 January of each year will be calculated proportionally in relation to each full month of service at a rate of 1.83 working days if entitled to 27 working days, and 2.5 working days if entitled to 30 working days annual leave in a leave cycle.
- H.4.3.4 Academic support staff must take at least 22 of the 27 or 30 working days annual leave, whichever is applicable, during the period for which a school/training institution closes for the holidays. The remaining 5 or 8 days, whichever is applicable, may be taken when the institution is in operation.
- H.4.3.5 Temporary academic support staff appointed for a fixed period and academic support staff appointed in a part-time or shared capacity, will be granted annual leave on a pro rata basis.
- H.4.3.6 Annual leave should be planned and scheduled at least at the start of a leave cycle, i.e. January of each year.
- H.4.3.7 For each 15 consecutive days' leave taken without pay, the academic support staff annual leave entitlement is reduced by 1/24th.
- H.4.3.8 For the purpose of granting annual leave, working days mean Monday to Friday, excluding public holidays.

- H.4.3.9 At least 10 working days must be taken as leave days during the annual leave cycle. The utilisation of this leave must take the service delivery requirements of a department into account. Annual leave should, as far as possible, be taken as consecutive working days.
- H.4.3.10 The remaining leave days, if any, must be taken no later than 6 months after the expiry of the relevant leave cycle, where-after, unused leave credits will be forfeited.
- H.4.3.11 An academic support staff must submit his/her application for annual leave in advance, unless unforeseen circumstances prevent him/her from doing so. In such a case the academic support staff must submit an application for annual leave personally or through a relative, fellow employee within 5 working days after the first day of absence.
- H.4.3.12 An application for annual leave may not be unreasonably refused. The head of the office/supervisor must take into account service delivery requirements when approving the leave.
- H.4.3.13 If due to the employer's service delivery requirements an academic support staff's application for leave is denied by the employer and not rescheduled, such leave must, upon request, be paid out to the academic support staff at the end of the 6 months' period referred to in paragraph H.4.3.9 above. An academic support staff's request for payment of unused leave credits must be:
- H.4.3.13.1 In writing.
- H.4.3.13.2 Accompanied by written proof of refusal of leave by the employer or of instruction to report for duty as the case may be.
- H.4.3.13.3 Lodged by no later than the end of the relevant 6 months' period.

H.4.3.13 DGs must, at the end of the relevant 18 months' period, report to the relevant legislature on the number of academic support staff denied annual leave, reasons for such denial and the amount paid in this regard.

H.4.4.14 Academic support staff must be cautioned timeously, at the end of the relevant cycle, they have not utilised their leave entitlements.

H.4.3.15 An academic support staff who is appointed after the commencement of an annual leave cycle or whose service is terminated during a leave cycle will, in respect of such cycle, be entitled to annual leave on a pro rata basis determined as a fraction of his/her entitlement:

H.4.3.15.1 For purposes of utilising leave entitlements, fractions or decimals must be utilised as they are, in other words, fractions or decimals must not be rounded off.

H.4.3.15.2 Colleges and Regional Offices must keep records of the utilisation of fractions/decimals and leave forms must be completed for every eight hours fractions and/or leave taken.

H.4.3.15.3 For purposes of converting fractions/decimals of leave entitlements into working hours the following formula(e) should apply:

Converting fractions into hours:

$$A \times B = C$$

Where –

A = represents the number of working hours per day

B = represents the fraction

C = represents the credit in hours

For example: Employee with 7.45 leave credits:

$$8 \times 0.45 = 3.6 \text{ hours}$$

Converting fractions into minutes:

$$60 \times B = C$$

Where –

60 = represents the minutes in an hour

B = represents the fraction

C = total credits in minutes

For example: Employee with 3.6 hours leave credit

$$60 \text{ min} \times 0.60 = 36 \text{ min}$$

H.4.3.15.4 For purposes of leave payouts, fractions or decimals must be used as they are in the formula provided for in paragraphs H.4.3.6 and H.4.4.3.

H.4.3.15.5 Unused fractions and decimals lapse at the end of the six months period referred to in paragraph H.4.3.12.

H.4.3.15.6 If an academic support staff's leave entitlement changes, e.g. from 27 to 30 working days per annum after ten years satisfactory service, the unused fractions or decimals must also be carried over to the new category and be administered manually.

H.4.4 Payout of Unused Leave Credit (Academic Support Staff)

H.4.4.1 Academic support staff must be paid the cash value in respect of unused leave credit upon termination of service and in terms of paragraph H.4.3.9 above. The payment will be limited to a maximum number of days, equivalent to the annual leave entitlements.

H.4.4.2 The leave cycle remains unchanged, therefore, requests and motivations for leave payments in respect of leave credits mentioned in paragraph H.4.3.9 above, must be lodged by no later than 31 July in respect of each year. If an academic support staff failed to apply for the payment of such unused leave credits at the mentioned date, such leave credits will be forfeited.

H.4.4.3 Payment of annual leave credits will be calculated by using the academic support staff's remuneration.

H.4.4.4 For all terminations in respect of academic support staff without any capped leave, leave payouts will be calculated in terms of the following formula:

$$\frac{\{(A - B) + (C - D)\} \times E}{260.714}$$

Where:

A = represents the full annual or pro rata leave entitlement in respect of the previous leave cycle. Pro-rata entitlement calculated as

$$\frac{X \times Y}{12}$$

Where –

X = Number of completed months of service;

Y = Annual leave entitlement per leave cycle.

B = represents the leave taken in the previous leave cycle

C = represents the pro rata leave entitlement in the current leave cycle (calculated as above)

D = represents the leave taken in the current leave cycle

E = Represents the lecturer's remuneration (annual basic salary plus 37% and in the case of a member of the MMS, the all-inclusive package) as at the last day of duty or at the end of the 6 months period mentioned in H.4.3.9 above.

H.4.4.5 For personnel who still have unused leave credits at the expiry of the 6 months period mentioned above, and who complied with the provisions of paragraph H.4.3.9, leave payouts will be calculated in terms of the following formula:

$$(A - B) \times C$$

260.714

Where:

A = represents the full annual or pro rata leave entitlement in respect of the previous leave cycle. Pro-rata entitlement calculated as

$$\frac{X \times Y}{12}$$

Where –

X = Number of completed months of service;

Y = Annual leave entitlement per leave cycle.

B = represents the leave taken in the previous leave cycle

C = Represents the academic support staff's remuneration (annual basic salary plus 37% and in the case of a member of the MMS, the all-inclusive package) as at the last day of duty or at the end of the 6 months period mentioned in H.4.3.9 above.

H.4.5 Annual leave accrued prior to 1 July 2000 and during the period 1 July 2000 to 31 December 2001

H.4.5.1 Lecturers shall retain all audited leave credits accrued prior to 1 July 2000. The number of accrued leave days prior to 1 July 2000 shall be converted to working days using the following formula:

$$\frac{A \times 5}{7}$$

Where:

A = represents the number of audited leave credits

H.4.5.2 During the periods 1 July 2000 to 31 December 2000 and 1 January 2001 to 31 December 2001 all lecturers (former institution-based lecturers) accrued 5 and 10 working days leave respectively or a pro rata number of such days calculated. Any

of these days that were not granted to such a lecturer since 1 July 2000 shall be added to the number of leave days accrued prior to 1 July 2000.

H.4.5.3 The payouts in respect of such leave credits must be made in the event of:

H.4.5.3.1 Death

H.4.5.3.2 Retirement, including early retirement.

H.4.5.3.3 Medical boarding.

H.4.5.4 The leave payout in respect of lecturers with capped and audited leave credits will be determined in the following manner:

$$\frac{\{(A - B) + (C - D)\} \times E + (F \times G)}{260,714}$$

Where –

A = represents the lecturer's full annual or pro rata leave entitlement in respect of the previous leave cycle

B = represents the leave taken in the previous leave cycle

C = represents the pro rata leave entitlement in the current leave cycle

D = represents the leave taken in the current leave cycle

E = represents the lecturer's remuneration (annual basic salary plus 37% and in the case of a member of the MMS, the all-inclusive package) as at the last day of duty

F = represents the capped leave credits

G = represents the lecturer's remuneration (annual basic salary only) as at the last day of duty

H.4.5.5 The DG must determine whether there are periods which are unaudited and in such instances, the lecturer's leave payout shall be paid on the basis of 6 days per completed year of service up to a maximum of 100 days in respect of the unaudited

leave period. The formula in calculating the payout in respect of these days shall be as per paragraph H.4.5.4 above.

H.4.5.6 The DG must determine procedures and measures in keeping with service delivery needs, on how lecturers will be allowed to utilise their leave credits accrued prior to the applicable dates referred to in paragraph H.4.5.1 above over and above the normal vacation entitlements.

H.4.6 Nomination of Beneficiaries and Leave Payouts

H.4.6.1 A lecturer may, if he/she so desires, designate one or more beneficiaries to whom their leave credits may be paid in the event of their death.

H.4.6.2 If a lecturer dies and has not nominated a beneficiary, the leave credits may be paid:

H.4.6.2.1 In full to the spouse/life partner of that lecturer; or

H.4.6.2.2 If there is no spouse/life partner, in equal shares for the benefit of minor and other children (including legally adopted children) of the deceased who, at the time of her or his death, were fully dependent on the lecturer; or

H.4.6.2.3 If there are no children, to the lecturer's estate.

H.4.7 Annual leave with full pay granted in excess (Academic Support Staff)

H.4.7.1 An academic support staff may not be granted annual leave with full pay in excess of that which the academic support staff has to his/her credit, including leave credit in terms of paragraph H.4.5.1 above.

H.4.7.2 If due to a bona fide error, an academic support staff has been granted annual leave with full pay in excess of that which stood to her or his credit at that time, such over-grant must be deducted from the subsequent leave cycle.

H.4.7.3 If an academic support staff who has been over-granted annual leave with full pay exits the service of the state, such over-grant must be regarded as an overpayment that must be recovered from her or him. The over-payment should be determined according to the following formula:

$\frac{A \times B}{260.714}$

260.714

Where –

A = represents the academic support staff's remuneration (annual basic salary plus 37% and in the case of a member of the MMS, the all-inclusive package)

B = represents the number of days annual leave over-granted

260.714 = represents the number of working days in a year

H.5 Sick Leave

H.5.1 General

H.5.1.1 In the event where a lecturer has to –

H.5.1.1.1 Consult a doctor, therapist etc. for reasons related to the lecturer's health/wellness, or

H.5.1.1.2 Go for training related to disability, e.g. a blind lecturer who has to get training with his/her guide dog, or

H.5.1.1.3 Go for maintenance work for equipment used as a result of his/her disability, the DG may grant such lecturers time off in terms of the sick leave provisions.

H.5.1.2 Where a lecturer is absent for a part of the day, the DG could manually record such time off until a full day is completed as sick leave.

H.5.1.3 Fractions of sick leave entitlements may be converted using the formula in paragraph H.4.3.15.3.

H.5.2 Normal Sick Leave

H.5.2.1 Lecturers are entitled to 36 working days sick leave with full pay over a three-year cycle. Unused sick leave credits shall lapse at the expiry of the three-year cycle.

H.5.2.2 It is incumbent on the lecturer to utilise and manage his/her normal sick leave responsibly and with circumspect.

H.5.2.3 A lecturer must submit his/her application for sick leave in respect of clinical procedures in advance, unless the treating practitioner certifies that such procedures have to be conducted as an emergency.

H.5.2.4 If a lecturer is unable to report for duty due to sudden illness, he/she must immediately notify his/her immediate supervisor of her or his inability to report for duty. A lecturer must submit an application for sick leave personally or through a relative, fellow lecturer within 5 working days after the first day of absence.

H.5.2.5 Medical certificates

H.5.2.5.1 Lecturers who apply for three or more sick leave days must submit a medical certificate. For purposes of normal sick leave medical certificates issued and signed by the practitioners and persons who are certified to diagnose and treat patients, and

who are registered with the following professional councils established by an Act of Parliament shall be accepted:

- (a) The Health Professions Council of South Africa.
- (b) The Allied Health Professions Council of South Africa.
- (c) The South African Nursing Council.

H.5.2.5.2 A medical certificate must contain the following information:

The name, address and qualifications of the practitioner or person

- (a) The name of the patient.
- (b) The employment number of the patient (if applicable).
- (c) The date and time of examination.
- (d) Whether the practitioner is issuing the certificate as a result of personal observations during an examination received from the patient and which is based upon acceptable medical grounds.
- (e) If the patient has given informed consent for it to be disclosed, a description of the nature and extent of the illness or injury in layperson's language.
- (f) Whether the patient is totally indisposed for duty or whether the patient will be able to perform less strenuous duties in the work situation.
- (g) The exact period of recommended sick leave.
- (h) The date of issue of the certificate of illness.
- (i) A clear indication of the identity of the practitioner or person who issued the certificate.
- (j) The initial and surname in block letters, and the registration number of the practitioner who issued the certificate.

H.5.2.5.3 The DG must accept medical certificates that do not describe the nature and extend of a lecturer's illness for sick leave taken during the normal sick leave cycle. The employer may request from the lecturer a medical certificate describing the nature and extent of the illness before granting sick leave, if the lecturer abuses the system during the normal sick leave period (e.g. a pattern of regular sick leave on Mondays and Fridays).

H.5.2.5.4 For purposes of temporary incapacity leave the employer only accepts medical certificates issued and signed by practitioners registered with the Health Professions Council of South Africa and who are legally certified to diagnose and treat patients. Such medical certificates must describe that the illness or injury is temporary and, if the lecturer has given his/her informed consent, the nature and extent of the lecturer's illness or injury.

H.5.2.6. If the employer establishes a pattern/trend in the lecturer's utilisation of normal sick leave, the employer must require the lecturer to submit a medical certificate from a practitioner or person listed above, for periods of sick leave absences of less than 3 days.

H.5.2.7 If a lecturer in his/her first 36 days normal sick leave period, who has been absent from work on more than two occasions during an eight-week period, must regardless of the duration of the sickness or injury, submit a medical certificate stating that the lecturer was unable to work for the duration of the employee's absence due to sickness or injury.

Any subsequent day of absence due to sickness or injury after the above-mentioned period must then be regarded as the first day of the next 8-week period. If the lecturer fails to submit the required medical certificate, the head of the institution must notify the lecturer that if the prescribed medical certificate is not received within 2 working days, the sick leave period will be deemed to be leave without pay. If the lecturer fails to submit the medical certificate on time, the relevant absence must be covered by annual leave (with the lecturer's consent), and or unpaid leave, if insufficient annual leave credits are available, and if the lecturer failed to notify the head of the institution of his/her choice. Failure by the lecturer to submit his/her medical certificate within the stated period must be viewed in a serious light and disciplinary steps against the lecturer should be taken.

H.5.2.8 If a lecturer falls ill whilst on annual leave with full pay, such leave may be converted to sick leave provided that a certificate from a registered medical practitioner is submitted to substantiate that he/she is ill.

H.5.2.9 For every 15 consecutive calendar days leave taken without pay, an employee's sick leave entitlement must be reduced by 1/72nd per sick leave cycle.

H.5.2.10 Vacation leave without pay may not be converted into sick leave.

H.5.3 Temporary Incapacity Leave

H.5.3.1 Incapacity leave is not an unlimited number of additional sick leave days at a lecturer's disposal. Incapacity leave is additional sick leave granted conditionally at the employer's discretion, and must be read with the *Policy and Procedure on Incapacity Leave for Ill-Health Retirement (PILIR)* determined by the Minister for Public Service and Administration.

H.5.3.2 A lecturer whose normal sick leave credits in a three year-cycle (36 days), have been exhausted during the prescribed sick leave cycle, and who, according to the relevant practitioner, requires to be absent from work due to a temporary incapacity may apply for temporary incapacity leave with full pay on the applicable application form prescribed by in terms of PILIR in respect of each occasion.

H.5.3.3 For a lecturer's application for temporary incapacity leave to be considered,

H.5.3.3.1 The lecturer must submit sufficient proof that he/she is too ill/injured to perform his/her work satisfactorily.

H.5.3.3.2 An application form must, regardless of the period of absence, be accompanied by a medical certificate issued and signed by a medical practitioner that certifies his/her

condition as temporary incapacity and if the lecturer has consented, the nature and extent of the illness/injury.

- H.5.3.3.3 The lecturer is, in accordance with item 10(1) of Schedule 8 to the LRA, afforded the opportunity to submit, together with his/her application form –
- (a) Any medical evidence related to the medical condition of the employee, such as a medical report(s) from a specialist, blood results, x-ray results or scan results, obtained at the employee's expense and
 - (b) Any additional written motivation supporting his/her application.
- H.5.3.3.4 The lecturer is requested to give his/her consent that medical information/records be disclosed to the employer and/or its Health Risk Manager and to undergo further medical examinations in terms of the assessment process described in the PILIR.
- H.5.3.4 A lecturer must submit his/her application for temporary incapacity leave in respect of clinical procedures in advance, unless the treating medical practitioner certifies that such procedures have to be conducted as an emergency.
- H.5.3.5 If overcome by sudden illness/injury, the employee must personally notify his/her supervisor/manager immediately. A verbal message to the supervisor/manager by a relative, fellow lecturer or friend is only acceptable if the nature and/or extent of the illness/injury prevents the lecturer to inform the supervisor/manager.
- H.5.3.6 A lecturer must submit an application for temporary incapacity leave personally or through a relative, fellow lecturer or friend within 5 working days after the first day of absence.
- H.5.3.7 If the lecturer fails to submit an application within the prescribed 5 working days, the following measures will apply:

- H.5.3.7.1 The lecturer's manager/supervisor must immediately notify the employee that if such application is not received within 2 working days, the sick leave period will be deemed to be leave without pay. If the lecturer fails to submit the application on time or compelling reasons why an application cannot be submitted, the supervisor/manager must immediately inform the Human Resource division and the relevant authority will approve such absence as unpaid leave or annual leave if the lecturer consents. The lecturer's supervisor/manager/DG must within two working days from receipt of the leave application form recommend/no recommend and/or approve/disapprove the leave application and submit to the relevant Human Resource division.
- H.5.3.7.2 Failure by the lecturer to provide his/her application form within the stated periods, or failure by the supervisor/manager to properly manage it, must be viewed in a serious light.
- H.5.3.8 The DG must, within 5 working days from the receipt of the lecturer's application for temporary incapacity leave –
- H.5.3.8.1 Conditionally grant a maximum of 30 consecutive working days temporary incapacity leave with full pay subject to the outcome of his/her investigation into the nature and extent of the employee's illness/injury: and
- H.5.3.8.2 Refer the application with all the supporting evidence immediately to the Health Risk Manager in accordance with the PILIR for an assessment and advice –
- (a) On whether the lecturer's illness/injury justifies the granting of incapacity leave.
 - (b) Which steps, if any, in accordance with the procedures contained in item 10(1) of Schedule 8 of the LRA.
- H.5.3.9 The DG may request the lecturer, if he/she has consented thereto in his/her application form, to subject him/herself for one or more medical examinations by medical practitioners of the employer's choice and for the employer's account. If the

lecturer fails to honour the appointment for such medical examinations, the lecturer shall be held responsible for any fruitless expenses incurred.

- H.5.3.10 The DG must, within 30 working days after receipt of both the application form and medical certificate, approve or refuse the temporary incapacity leave granted conditionally. In making a decision, the DG must apply his/her mind to the medical certificate (with or without t describing the nature and extent of the illness or injury) medical information/records (if the employee consented to disclosure), the Health Risk Manager's advice, the information as supplied by the lecturer and all other relevant information available to the DG and based thereon approve or refuse the temporary incapacity leave granted conditionally, on conditions that the DG may determine, e.g. return to work etc..
- H.5.3.11 The DG may on the basis of medical evidence gathered during its investigation approve the granting of additional incapacity leave days on conditions that he/she must determine. The DG may for this purpose grant conditionally further temporary incapacity leave.
- H.5.3.12 The DG, if applicable and as soon as possible, must after receipt of the Health Risk Manager's advice, decide on the possibility of securing alternative employment for the lecturer, or adapting his/her duties or work circumstances to accommodate his/her incapacity or alternative employment and, as soon as possible approve and implement an action plan for this purpose.
- H.5.3.13 If the DG –
- H.5.3.13.1 Approves the temporary incapacity leave conditionally, such leave must be converted into temporary incapacity leave; or
- H.5.3.13.2 Refuses the temporary incapacity leave granted conditionally; he/she must notify the lecturer in writing –

- (a) Of the refusal;
- (b) Of the reasons for refusal;
- (c) That he/she must notify the DG in writing within 5 working days of the date of notice to him/her whether or not the period of conditional incapacity leave must be covered by annual leave (to the extent of the available annual leave credits) or unpaid leave and that, if he/she fails to notify the DG of his/her choice, the period will be covered by unpaid leave; and
- (d) The lecturer may, if he/she is not satisfied with the DG's/DG's decision, lodge a grievance in terms of Chapter G of the PCAM.

H.5.3.14 The DG must cover the period of absence in accordance with the employee's written notification or, if the lecturer fails to notify the DG or if the annual leave credits are insufficient, the relevant period of absence must be covered by unpaid leave.

H.5.4 **Permanent Incapacity Leave** (*Policy and Procedure on Incapacity Leave for Ill-Health Retirement determined by the Minister for Public Service and Administration in terms of sec. 3(3)(c) of the Public Service Act, 1994.*)

H.5.4.1 A lecturer shall not directly access or apply for permanent incapacity leave. The DG may grant a lecturer up to a maximum of 30 working days' permanent incapacity leave once he/she has, following the assessment and investigations contemplated in paragraph H.5.3.8.2 determined that the lecturer's condition is of a permanent nature.

H.5.4.2 The DG must during the period referred to in paragraph H.5.3.1 and in accordance with the advice from its Health Risk Manager ascertain the feasibility of and implement its plan of action contemplated in paragraph H.5.3.12, above, in respect of –

H.5.4.2.1 Alternative employment; or

H.5.4.2.2 Adapting duties or work circumstances to accommodate the lecturer.

- H.5.4.3 A lecturer, whose degree of incapacity has been certified as permanent but who can still render a service, may be redeployed horizontally with retention of his/her benefits.
- H.5.4.4 If the redeployment necessitates reallocation to a job of a lower grading, such must be explained well in advance and the continued utilisation of such a lecturer should, in this regard, be with her or his consent.
- H.5.4.5 In instances where the lecturer's redeployment entail retraining or reskilling, the employer must take requisite resources (time and financial) and potential returns into consideration before approving redeployment.
- H.5.4.6 The transfer of a lecturer should ensure the optimal utilisation of his/her competencies and must not compromise service delivery.
- H.5.4.7 If both the DG and lecturer are convinced that the lecturer will never be able to render an effective service at his/her level or rank, the lecturer/employer may proceed with the process of termination of service on account of continued ill-health in terms of the Public Service Act.
- H.5.4.8 The DG may extend the period of permanent incapacity leave referred to in paragraph H.5.4.1 by a further 30 working days in order to finalise processes already commenced. If the processes set out in this Chapter are not completed within the 60 working days, the DG must report the case to the Minister of the HESI together with a report explaining the reasons for the delay.

H.6 Leave For Occupational Injuries And Diseases

- H.6.1 A lecturer who, as a result of his/her work suffers occupational injuries or contract occupational diseases, shall be granted occupational injury and diseases leave for the duration of the period that he/she cannot work.

- H.6.2 If a lecturer suffers a work related injury as a result of an accident involving a third party, the DG shall grant her/him occupational injury leave provided that the employee:
- H.6.2.1 Submits to the DG medical forms as prescribed in the Occupational Injuries and Diseases Act, 1993.
 - H.6.2.2 Brings his/her claim for compensation against the third party.
 - H.6.2.3 Undertakes to apply for compensation for the cost arising from the accident in terms of the Compensation for Occupational injuries and Diseases Act 1993.
- H.6.3 The DG shall take reasonable steps to assist a lecturer to claim compensation as set out above.
- H.6.4 When a lecturer is injured on duty or contracted an occupational disease the employer must pay the lecturer's medical expenses in terms of the provisions of the Compensation on Occupational and Injury and Disease Act, The employer may, depending on the circumstances, recover certain expenses in the event where a third party was involved in the accident. Please refer to the guide: "Application of The Compensation for Occupational Injuries And Diseases Act (COIDA) In The Workplace: A Guide For Government Departments" for further details

H.7 Special Leave For Quarantine Purposes

- H.7.1 Special leave with full pay may be granted to a lecturer who has been exposed to a medical condition that requires such person to be placed under quarantine
- H.7.2 Application for such leave must be accompanied by a certificate from a medical practitioner stating the period of quarantine as well as the reasons necessitating such leave.

H.8 Maternity Leave And Pre-Natal Leave

- H.8.1 A lecturer is entitled to 4 consecutive months' maternity leave on full pay to commence at least 14 days prior to the expected date of birth but not later than the actual date of birth in a case of a premature confinement.
- H.8.2 Maternity leave may be extended upon application by one or more of the following:
- H.8.2.1 The granting of sick leave as a result of a medical complication.
 - H.8.2.2 The granting of up to 184 consecutive days unpaid leave.
 - H.8.2.3 The granting of annual leave, including leave accrued in terms of paragraph H.4.5 if applicable.
- H.8.3 A lecturer who, during the third semester of her pregnancy, experiences a miscarriage, still birth or termination of the pregnancy will be eligible for six consecutive weeks paid maternity leave, where after paragraph H.8.2.1 will apply in the event of a medical complication.
- H.8.4 Provisions in H.8.3 will also apply to a lecturer who experiences a miscarriage, still birth or termination of the pregnancy after starting paid maternity leave. The period prior to the miscarriage, stillbirth or termination of pregnancy will be regarded as special leave with full pay.
- H.8.5 For at least six weeks after the birth, no lecturer may commence with normal official duty unless the attending practitioner certifies that the lecturer is fit to do so.
- H.8.6 Where it is practically feasible and subject to paragraph H.8.2, an employer may allow a lecturer to interrupt her maternity leave by letting her return to work temporarily if the baby is hospitalised for a period longer than a month during the maternity leave

due to premature birth or illness. These provisions are only applicable to a lecturer, who chooses to interrupt her maternity leave under these circumstances.

H.8.7 With effect from 1 January 2013 an eligible lecturer will be entitled to 8 working days pre-natal leave, per pregnancy, allowing the lecturer to attend medical examinations by a medical practitioner or midwife, and tests related to the pregnancy.

H.8.8 A lecturer can utilise a full day or part of a day for pre-natal leave.

H.8.9 A lecturer must submit her application for pre-natal leave in advance, unless unforeseen circumstances prevent her from doing so. An application for pre-natal leave must be supported by reasonable proof that the lecturer attended a doctor's appointment and/or went for tests related to the pregnancy.

H.8.10 A lecturer who has used all her pre-natal leave may, subject to the approval of the DG or the DG as the case may be, apply to use available annual leave including capped leave and /or unpaid leave.

H.8.11 The absence of a lecturer from work that relates to medical complications during pregnancy will be covered by the normal sick leave.

H.9 Adoption And Surrogacy Leave

H.9.1 A lecturer, who adopts a child that is younger than two years, qualifies for adoption leave to a maximum of 45 working days where after paragraphs H.8.2.2 and H.8.2.3 will apply.

H.9.2 Where the spouses or life partners are employed in the Public Service, both partners qualify for adoption leave provided that the combined leave taken does not exceed the 45 working days mentioned above.

H.10 Family Responsibility Leave And Special Leave For Urgent Private Affairs

H.10.1 An academic support staff shall be granted five (5) working days leave per annual leave cycle if – (*PSCBC Resolution 1 of 2012*)

H.10.1.1 The lecturer's spouse or life partner gives birth; or

H.10.1.2 The lecturer's child, spouse or life partner is sick; and

H.10.2 An academic support staff shall be granted 5 working days leave per annual leave cycle if –

H.10.2.1 The lecturer's child, spouse or life partner dies; or

H.10.2.2 The lecturer's immediate family member dies.

H.10.3 The number of leave days taken in terms of paragraphs H.10.1 and H.10.2 shall, in respect of an academic support staff, not exceed ten (10) working days in an annual leave cycle, unless special circumstances warrant further leave at the discretion of the DG.

H.10.4 A lecturer shall be granted 5 working days leave per annual leave cycle if –

H.10.4.1 The lecturer's spouse or life partner gives birth; or

H.10.4.2 The lecturer's child, spouse or life partner is sick;

H.10.5 A lecturer shall be granted 5 working days leave per annual leave cycle if –

H.10.5.1 The lecturer's child, spouse or life partner dies; or

H.10.5.2 The lecturer's immediate family member dies.

H.10.6 A lecturer may, during a scheduled working period, be granted special leave to attend to an urgent private matter, the nature of which is such that it warrants such a lecturer's absence from work.

H.10.7 The number of leave days taken in terms paragraphs H.10.4, H.10.5 and H.10.6 shall, in respect of a lecturer, not exceed fourteen (14) working days in an annual leave cycle, unless special circumstances related to paragraph H.10.4 and H.10.5 warrant further leave at the discretion of the DG.

Note: The above does not imply that a lecturer only has four working days' leave for urgent private affairs. A lecturer who, for example, does not require leave for a sick child/spouse/life partner or death in the immediate family, may technically utilise all 14 working days for urgent private affairs, provided he/she satisfy the requirements with regard to urgent private affairs.

A lecturer who, for example, utilises 2 working days' leave for a sick child and 5 working days' leave for the death of a mother-in-law, will have 7 working days' leave for urgent private affairs or any other related leave.

H.10.6 A lecturer who has used all his/her leave in respect of paragraphs H.10.1, H.10.2, H.10.4 and H10.5 may apply to:

H.10.6.1 Use available annual leave, including leave accrued in terms of paragraph H.4.3; or

H.10.6.2 Use up to 184 calendar days of unpaid leave.

H.10.7 Immediate family member for purposes of paragraph H.10.2.2 and H.10.5.2 means the lecturer's parent, adoptive parent, parents-in-law, sister- and brother-in-law, grandparent, child, adopted child, stepchild, grandchild or sibling. For the purposes of this provision "child" means the lecturer's son or daughter, and where applicable

son- or daughter-in-law, of any age. The granting of family responsibility leave must be taken with due consideration of the employee's cultural responsibilities.

H.11 Special Leave For Professional And Personal Development And For Religious Observances

H.11.1 Special leave with full pay may be granted to a lecturer –

H.11.1.1 To engage in activities aimed at his/her professional development.

H.11.1.2 To engage in activities aimed at his/her personal development where such personal development is also in the interest of the employer.

H.11.1.3 For a religious observance.

H.11.2 The total number of leave days granted to a lecturer in terms of paragraph H.11.1 may not exceed 3 working days per annual leave cycle.

H.12 Special Leave For Study Purposes

H.12.1 Special leave may be granted to a lecturer for an approved course of study and for a period approved by the employer, on conditions as approved by the employer, including leave with full or partial pay or without pay.

H.12.2 If special leave for study purposes is granted to a lecturer in terms of paragraph H.12.1 the employer may call for periodic progress reports in respect of the lecturer's studies and such lecturer shall enter into an agreement with the employer in a form approved by the employer in terms of which he/she undertakes to serve the employer immediately after completion of the period of special leave for study purposes for a period (hereinafter referred to as the service period) equal to at least the period for which special leave for study purposes on full pay has been granted to him or her, or for a service period proportional to the person's pay during the period of special leave for study purposes, as the case may be.

H.13 Special Leave For Examination Purposes

H.13.1 A lecturer may be granted special leave for examination purposes with full pay for each day on which such lecturer sits as a candidate for an examination approved for this purpose by the employer plus one additional day of special leave for study purposes for each such day of examination which may be taken on the working days immediately prior to the days of examination.

H.14 Special Leave For Participating In Sporting, Cultural And Other Events

H.14.1 Special leave for a period and on conditions approved by the DG, in terms of policy of such department, may be granted to a lecturer who participating in sports, cultural, and other relevant activities. Participation for which leave may be granted may include representation of the country, province or other comparable level as an actual participant, referee, adjudicator, course or group leader, or for participating in or attending a relevant conference, meeting or other event approved for this purpose by the employer.

H.15 Special Leave In Extraordinary Circumstances

H.15.1 Should a lecturer be on unauthorised absence from work for a period of time exceeding fourteen working days but upon return provides reasonable grounds for the absence, such unauthorised absence by a lecturer shall be regarded as special leave in extraordinary circumstances and shall be without pay unless the employer in a specific case determines otherwise.

H.15.2 If, in the opinion of the employer, circumstances justify it, it may grant or place a lecturer on special leave in extraordinary circumstances for any reasonable purpose and for any reasonable period, and such leave shall be without pay unless the employer determines otherwise.

H.16 Unpaid Leave

- H.16.1 If a lecturer has utilised all her or his accrued annual leave, the DG may grant her or him unpaid leave up to a maximum of 184 consecutive days.
- H.16.2 Absences from work due to arrest, imprisonment or appearance in court on a criminal charge that leads to a conviction must be recorded as unpaid leave.

H.17 Unpaid Leave For Continuity Of Service

- H.17.1 Unpaid leave for a maximum of 120 consecutive days may be granted to a lecturer who was previously employed as a lecturer by the same or another education department for the purpose of retaining the continuity of the lecturer's service.
- H.17.2 The unpaid leave shall commence on the day immediately following the date on which the lecturer last received salary from his/her previous employer and shall expire on the day preceding the date of assumption of duty with the present employer.
- H.17.3 The limitation of 120 days referred to in sub-paragraph H.17.1 shall not apply to a lecturer in cases where the period concerned extends from the day immediately following the last day of a term to the day immediately preceding the first day of the term after a full term has elapsed.
- H.17.4 Where unpaid leave for continuity of service has been granted to a lecturer, the service of the lecturer is regarded as continuous for all purposes of determining his/her period of service.

H.18 Leave Provisions For Lecturers In A Temporary Capacity (Fixed Term Contract) (PSCBC Resolution 1 of 2007, Government Gazette No. 30134, dated 30 July 2007 and the Determination on leave of absence in the public service, July 2009)

H.18.1 A lecturer appointed in a temporary capacity (fixed term contract) is eligible to the following types of leave on a pro rata basis linked to the duration of his/her contract:

H.18.1.1 Annual leave

An academic support staff appointed in a temporary capacity (fixed term contract) shall at the beginning of his/her contract period be granted annual leave that is proportional to his/her term of employment at a rate of one-twelfth of the annual leave credit applicable to the lecturer. Annual leave for temporary school based lecturers is dealt with in paragraph H.4.2.

H.18.1.2 Normal sick leave

A lecturer appointed in a temporary capacity (fixed term contract) shall at the beginning of his/her contract period be granted normal sick leave that is proportional to his/her term of employment at a rate of 1 day's normal sick leave per month of service.

H.18.1.3 Maternity leave

A lecturer appointed in a temporary capacity (fixed term contract) shall be granted paid maternity leave that is proportional to her term of contract at a rate of 10 calendar days maternity leave with full pay calculated at each month of her term of contract to a maximum of 4 months, where after maternity leave without pay shall be granted. The total period granted in respect of maternity leave shall not exceed four consecutive months.

H.18.1.4 Adoption leave

A temporary lecturer who adopts a child that is younger than two years, shall qualify for adoption leave at a rate of 4 days paid leave for each month to a maximum of 45 working days

H.18.1.5 **Other provisions**

The terms and conditions attached to the granting of the above types of leave, as well as the provisions contained in: paragraph(s) H.4.4, H.4.6, H.5.3, H.5.4 (where applicable), H.5.2.5, H.5.2.6, H.6, H.11 and H.12 (where applicable) apply mutatis mutandis to a lecturer appointed in a temporary capacity (fixed term contract).

CHAPTER I: CONTINUOUS PROFESSIONAL DEVELOPMENT (CPD)

I.1. Continuous Professional Development (CPD) Activities

I.1.1. All lecturers may be required by the employer to attend programmes/ activities for continuing professional development (CPD), up to a maximum of 80 hours per annum. These programmes must be conducted outside the formal college day or during the vacations. The employer shall give at least one term (90 days) notice of programmes to be conducted during the college vacations/ academic closure periods.

I.1.1.1. CPD for TVET lecturers can be broadly classified into the following three categories:

- (a) **Self-directed (lecturer-initiated) CPD** would be optional activities selected by individual lecturers in line with their personal development needs;
- (b) **Institutional (college-initiated) CPD** would involve the CPD activities identified by the management and lecturers of the TVET college to meet the specific needs of the lecturer corps in the college and achieve the college Workplace Skills Plan/college improvement plan; and
- (c) **Formal (externally-initiated) CPD** would consist of a range of generic CPD programmes and activities that would be made available to all TVET lecturers

through various service providers including the Department and online programmes. Typically, these would be compulsory activities which lecturers are required to undertake for instance, to achieve full professional registration with SACE.

- I.1.1.2. The Employer will designate the host and manager of the CPD system for the lecturing staff (*more likely to be SACE as it is currently legislated as the professional and regulatory body for all educators including lecturers in TVET and CET colleges OR SAIVCET when finally established to execute all its envisaged functions*).
- I.1.1.3. The employer will fund CPD for lecturers through the skills levy funds (*Skills Development Levies Act 9 of 1999*); discretionary grants from SETAs; bursaries budgeted for improvement of qualifications; donor funding, etc.
- I.1.2. Compulsory participation in work based exposure (WBE) or work integrated learning (WIL) or exchange programmes for lecturers
 - I.1.2.1. All the lecturing staff are compelled to participate in appropriate WBE or WIL or exchange programmes annually for a certain period of time to gain relevant industry exposure and experience. (***DHET Strategic Plan 2020/2021 – 2024/2025***)
 - I.1.2.2. If, after sufficient notice, a lecturer is required by the employer to participate in WBE/ WIL/ exchange programmes during academic closure periods, the lecturer will be compensated for travel and subsistence in line with the appropriate S&T policies.
 - I.1.2.3. Should a lecturer participate in WIL or exchange programme for a period longer than three consecutive weeks, a replacement lecturer must be appointed to take over the lecturing duties of the lecturer who is undergoing WIL or exchange programme.
- I.1.3. Role of the Employer in lecturers' placement

I.1.3.1. The college management will, from the variety of collaborations with industry, SETAs, local and international partners, seek and secure appropriate placements for lecturers.

I.1.3.2. Lecturers could also identify relevant/ appropriate industry where opportunities for placement are available and advise the college management of such. The college management will then formalise the collaboration for the placement to be effected.

I.2. Open Learning, On-line Learning, Lecturer Support System and other relevant Learning Management Systems

Open learning, online learning and the use of learning management systems have become more important and critical in the twenty first century. The global shifts and trends in learning and learning management has prompted the greater use of open and distance learning, online learning and the use of various learning management system for both lecturers and students.

I.2.1. The department has made available a lecturer support system (LSS) that is exclusively reserved for the use by college lecturing staff. All the lecturers are expected to register as users and to access learning and support material that are intended to support and improve their competencies and capabilities.

I.2.2. Lecturers should make use of the LSS and other learning management systems to enhance their CPD and provide and record such evidence in the CPD system when reporting on their CPD activities.

I.3. Updating Qualification Records

I.3.1. Lecturers must submit any newly attained qualifications or improved qualifications to the Department through their respective colleges.

- I.3.2. Colleges would be obliged to update lecturers qualification profiles annually through the relevant Lecturer qualification surveys which would be initiated by the department (refer to M&E tool).
- I.3.3. Human Resources and Administration divisions in the Colleges must coordinate the gathering of the information to report to DHET through the TVET Lecturer Development and Support Directorate, who must collate the information and draft the necessary reports on annual basis.