

**EXPANDED PUBLIC WORKS PROGRAMMES
SCHOOL SUPPORT TEAM (SST'S) CONTRACT**



ENTERED INTO BY AND BETWEEN

EASTERN CAPE DEPARTMENT OF EDUCATION

Hereinafter Referred to as "The Employer"

Represented by **T KOJANA** in his capacity as a

Superintendent General duly authorized to enter into this Contract.

AND

Bearing Identity Number: _____

Hereinafter Referred to as "The Participant"

DECLARATION OF PARTIES

Both parties understand and agree that this contract is legally binding and that any matter arising from the contract which is not specifically provided for herein shall be dealt with in accordance with the provisions of applicable Legislation.

1. PARTICULARS OF APPOINTMENT

1.1 The Participant shall be employed as a School Support Team(**SST**) participant.

1.2 The contract shall **commence on** _____ **and shall terminate** on _____.

1.3 This contract is subject to the submission of certificates by the Participant of his/her highest academic and professional qualifications and relevant personal documents and failure to produce such documents will result in termination of the contract.

1.4 Upon completion of the term of the contract as stipulated in 3.2, the Participant's contract by the Employer will ipso facto cease.

1.5 It is expressly recorded and agreed between the Parties that nothing in this contract will serve to justify any expectation on the part of the Participant that he/she will be re-employed by the Employer, either at the conclusion of the contract or at any time thereafter, nor will it make the Participant entitled to permanent employment by the Employer.

2. DUTIES AND RESPONSIBILITIES OF THE PARTICIPANT

2.1 The duties and responsibilities attached to the post wherein the Participant is appointed are set out in **Annexure A and B**.

2.2 The Participant shall faithfully and diligently devote the whole of his/her time to the service of the Employer and shall undertake his/her duties and responsibilities as well as any/related duties required of him to the best of his ability.

2.3 The Participant shall at such intervals as the Employer may direct, report on the knowledge, skills and/or results acquired by him/her in any work done by him/her during official working hours. The participant may also be required to report on work completed during the service activities

2.4 In executing the duties and responsibilities set out in Annexure A, the Participant shall comply with the provisions of all the relevant Acts, Prescripts, Regulations, Agreements and/or orders the Department.

2.5 The Participant undertakes not to disclose any confidential information to any person outside the employer's service either during currency of after termination thereof.

2.6 In the event of a breach of the provisions of 2.5 supra, the Participant's contract shall be terminated.

3. DUTIES AND RESPONSIBILITIES OF THE EMPLOYER

3.1 The employer shall ensure that the technical training and the life skills is provided during the contract period and that the participant is usefully employed for the duration of the contract.

3.2 The employer will also ensure that during the contract period, where applicable, the participant is released to attend off-the job technical training and life skills training.

3.3 The employer shall where required, provide appropriate facilities to train the participant in accordance with the workplace component of learning.

3.4 The employer shall pay the Participant the agreed allowance (stipend).

3.5 The employer shall advise the participant on –

3.5.1 the terms and conditions of his or her employment, including allowance stipend; and

3.5.2 workplace policies and procedures

4. RIGHTS OF THE PARTICIPANT

4.1 The Participant has the right to;

4.1.1 Be educated and trained in terms of this contract;

4.1.2 Have access to the required resources to receive training in terms of the EPWP Programme;

4.1.3 Receive a certificate upon successful completion of the EPWP Programme.

5. REMUNERATION

5.1 The Participant shall be remunerated a monthly stipend of **R3 500-00 (THREE THOUSAND FIVE HUNDRED RANDS)** which shall be deposited into a bank account nominated, in writing by the participant, on the last working day of the month, working for **22 days** per month.

5.2 This payment will be dependent on the participant adhering to the conditions of service which are stipulated and focus on both attendance and completion of tasks where

relevant.

6. OTHER SERVICE CONDITIONS AND BENEFITS

6.1 Terms of Work

6.1.1 Participants on EPWP Project are employed on a temporary basis and shall maybe renewable after months subject to a need and availability of funds.

6.2 Normal Hours of Work

An employer may not set tasks or hours of work that require a Participant to work–

- (a) more than forty hours in any week
- (b) or more than five days in any week; and
- (c) for more than eight hours on any day.

6.3 Meal Breaks

6.3.1 A participant may not work for more than five hours without taking a meal break of at least thirty minutes duration.

6.3.2 A participant and employer may agree on longer meal breaks.

6.3.3 A participant may not work during a meal break. However, an employer may require a participant to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another participant. An employer must take reasonable steps to ensure that a participant is relieved of his or her duties during the meal break.

6.3.4 A participant is not entitled to payment for the period of a meal break, if perform duties during this time may get off earlier than arranged bases on the time worked during meals. However, a participant who is paid on the basis of time worked must be paid if the participant is required to work or to be available for work during the meal break.

6.4 Daily Rest Period

Every participant is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the participant ends work on one day until the time the participant starts work on the next day.

6.5 Weekly Rest Period

Every participant must have two days off every week. A participant may only work on their day off to perform work which must be done without delay and cannot be performed by participants during their ordinary hours of work ("emergency work").

6.6 Work on Sundays and Public Holidays

6.6.1 A participant may only work on a Sunday or public holiday to perform emergency or security work and agreement must be signed with the employer.

6.6.2 Work on Sundays is paid in terms of Basic Conditions of Employment Act rate of pay.

6.6.3 A task-rated participant who works on a public holiday must be paid double the daily task rate, irrespective number of hours performed.

7. Place of School Support Team/EPWP

7.1 A Participant on an EPWP Project shall carry out their duties as officials of the department and/or in such other places within the Republic of South Africa.

8. Leave benefits

The Participant shall be entitled to the following paid leave:

8.1 Sick Leave

8.1.1 Only participants who work three or more days per week have the right to claim sick-pay in terms of this clause.

8.1.2 A participant who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the participant has worked in terms of a contract.

8.1.3 A participant may accumulate a maximum of twelve days' sick leave in a year.

8.1.4 Accumulated sick-leave may not be transferred from one contract to another contract.

8.1.5 An employer must pay a task-rated participant the participant's daily task rate for a day's sick leave.

8.1.6 An employer must pay a participant sick pay on the participant's usual payday.

8.1.7 Before paying sick-pay, an employer may require a participant to produce a certificate

stating that the participant was unable to work on account of sickness or injury if the participant is –

- (a) absent from work for more than two consecutive days; or
- (b) absent from work on more than two occasions in any eight-week period.

8.1.8 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

8.1.10 A participant is not entitled to paid sick-leave for a work-related injury or occupational disease for which the participant can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

8.2 Maternity Leave

8.2.1 A participant may take up to four consecutive months' **unpaid maternity leave**.

8.2.2 A participant is not entitled to any payment or employment-related benefits during maternity leave.

8.2.3 A participant must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

8.2.4 A participant is not required to take the full period of maternity leave. However, a participant may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

8.2.5 A participant may begin maternity leave four weeks before the expected date of birth.

8.2.6 She can begin her maternity leave earlier than this if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the participant or that of her unborn child; or if agreed to between employer and participant.

8.2.7 She can begin her maternity leave later than four weeks before the expected birth if a medical practitioner, midwife or certified nurse has certified that the participant is able to continue to work without endangering her health.

8.2.8 A participant who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

8.3 Family Responsibility Leave

8.3.1 Participants, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances:

- when the employee's child is born;
- when the employee's child is sick;
- in the event of a death of the employee's spouse or life partner; the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

9. Health and Safety

9.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

9.2 A participant must –

9.2.1 work in a way that does not endanger his/her health and safety or that of any other person;

9.2.2 obey any health and safety instruction;

9.2.3 obey all health and safety rules of the EPWP;

9.2.4 use any personal protective equipment or clothing issued by the employer;

9.2.5 report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

10. Compensation for Injuries and Diseases

10.1 It is the responsibility of the employers to arrange for all persons employed on a EPWP Project to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

10.2 A participant must report any work-related injury or occupational disease to his/her employer or manager.

10.3 The employer must report the accident or disease to the Compensation Commissioner.

10.4 An employer must pay a participant who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

11. Discipline, Dismissal and Termination

- 11.1 The purpose of the disciplinary code and a grievance procedure is to –
- (a) ensure that employers exercise discipline in a fair and consistent manner;
 - (b) protect participants from arbitrary action;
 - (c) provide a mechanism for managing grievances and complaints.
- 11.2 The disciplinary and grievance procedures apply to all persons employed in the EPWP.
- 11.3 Employers should make use of the Code of Good Practice: Dismissal (Schedule 8 to the Labour Relations Act 66 of 1995) as a guideline when exercising their powers of discipline and dismissal.
- 11.4 An employer may only dismiss a participant if –
- (a) there is a good reason for the dismissal; and
 - (b) the employer has followed a fair procedure.
- 11.5 The reason for a dismissal or termination may relate to –
- (a) the participant's misconduct (for example late coming, drunkenness);
 - (b) the participant's capacity (the participant does not have the skills or ability to perform a job despite receiving training);
 - (c) Participants who do not attend required training programmes;
 - (d) Participants who regularly do not turn up for work.
- 11.6 A participant's contract may also be terminated due to operational requirements. This would be the case if employment is terminated because the EPWP is stopped.
- 11.7 A fair procedure means that the employer should –
- (a) investigate the charge;
 - (b) notify the participant of any allegations against the participant in a form and language that the participant can understand; and
 - (c) give the participant an opportunity to respond to the allegations. A fellow participant may assist the participant, if the participant chooses.
- 11.8 There is no requirement that the employer hold a formal inquiry. However, the employer may decide to give a participant charged with a serious offence a formal hearing at which the participant can test the evidence on which the charge is based.
- 11.9 An employer must exercise discipline in a consistent and clear manner.
- 11.10 A participant may only be disciplined for contravening a workplace rule or standard that the participant was aware of or should reasonably have been aware of. Therefore, it is important that an employer informs participants of workplace rules and standards. A participant will be assumed to know that conduct such as late-

coming, leaving early, drunkenness, fighting or disobeying instructions are disciplinary offences.

11.11 An employer should keep a written record of any disciplinary action taken.

12. Disciplinary Procedures

An employer may take the following steps when exercising discipline –

12.1 Verbal Warning

A verbal warning may be issued for minor disciplinary offences. The purpose of the warning is to explain to the participant what the rules are, encourage the participant to comply with them and advise that if the conduct is repeated the employer may take more serious action. Only one verbal warning is required before moving to written warnings.

Examples of minor offences

- Late coming

12.2 Written warning

12.2.1 A written record of the charge, the explanation and the agreed change in behaviour or performance is dated, signed and handed to the participant as a written warning. A copy of the written warning is kept in the participant's file for the period of its validity.

12.2.2 A written warning may be issued for repeated minor offences or for more serious offences. The employer should investigate the charge before issuing a warning. The participant should be asked to respond and explain his or her conduct. The warning should state the offence and the period for which the warning is valid. Generally, this should be for six months although warnings for more serious offences could be issued for a year or for the remainder of the participant's employment on an EPWP. If the employer believes that the offence is serious, the warning should state that it is a final written warning and that a repeat of the offence could lead to the participant's dismissal). Otherwise, two written warnings are suggested prior to dismissal.

Examples of offences in which a written warning may be appropriate:

- Repeated minor offences.
- Drunkenness (if it does not affect work performance).
- Fighting, swearing.
- Abusive behaviour.
- Non co-operation as a team member.

- Negligent use of programme equipment (if it does not affect health and safety).
- Failure to attend a training event.
- Continuous absence from work

12.3 Dismissal

12.3.1 Generally, an employer should not dismiss a participant for a first offence. However, a participant may be dismissed if it is a serious offence that would make continued employment intolerable even if the participant has a clean record. Before dismissing a participant, the employer must consider whether dismissal is the appropriate sanction.

12.3.2 Examples of serious offences which may warrant dismissal:

- Wilful and/or negligent damage to equipment, machinery and vehicles.
- Actions which could lead to criminal charges being laid – serious assault; theft; fraud.
- Sexual harassment, including rape.
- Actions which create a danger to the health and safety of co-participants.
- Any offence for which the participant has received a final written warning.
- Drunkenness if it affects the ability to work, for instance, a driver or a chain-saw operator being drunk.
- Repeated less serious offences – drunkenness, fighting, swearing, failure to properly perform tasks, etc.
- Misuse of programme equipment, for instance, a participant using it for their own benefit.

13. Grievance Procedures

13.1 A grievance is a serious dissatisfaction on the part of a participant with the actions or behaviour of the employer or another participant.

13.2 A participant with a grievance should bring the grievance to the attention of the employer, either in writing or verbally. If the grievance concerns another participant, the participant should raise the issue with that participant before raising it with the employer.

13.3 The employer must listen to the submissions made by the participant and attempt to settle the matter by discussion within 5 days.

13.4 Where the matter cannot be resolved to the satisfaction of the participant, the employer may conduct an investigation or, if the employer considers it appropriate, conduct an inquiry at which the affected parties can make submissions.

13.5 The employer must notify the grievant and any other person affected of the decisions within a reasonable time. If the employer decides to take disciplinary action, the employer must follow the disciplinary procedure described above.

14. TERMINATION OF CONTRACT

Contract of employment between the parties terminates:

14.1 Upon the expiry of the contract period.

14.2 The Participant successfully completes the EPWP Programme;

14.3 Upon resignation by the Participant in which case a notice period of 1 week will be given to employer;

14.5 Upon dismissal of the Participant on grounds related to the Participant's conduct or capacity.

14.6 Due to non-availability of funds as the programme is funded through EPWP.

15. GENERAL PROVISIONS

15.1 This contract constitutes the entire contract between the Parties and no amendment, variation or alteration to any of the terms and conditions of the contract shall be of any effect unless reduced to writing and signed by both Parties.

15.2 The interpretation of this contract shall be governed by the laws and legal principles applied in the Republic of South Africa.

15.3 In the event of any legal proceedings arising from the provisions of this contract, the Parties submit to the jurisdiction of the High Court within the Region where the Participant is employed.

15.4 The parties agree and understand that any overpayments resulting from the errors in the relevant determinations, directives or application of any provisions thereof will be recovered from the Participant's allowance as soon as detected.

16. DOMICILIUM CITANDI ET EXECUTANDII

16.1 The Employer chooses as its domicilium citandi et executandi for all purposes arising from this contract:

**STREET ADDRESS: STEVE VUKILE TSHWETE COMPLEX
ZONE 6
ZWELITSHA**

**POSTAL ADDRESS: PRIVATE BAG X0032
BISHO
5605**

TELEPHONE NUMBER: (040) 608 4233

FAX NUMBER: (040) 608 4249

PROGRAMME MANAGER: MR N MATIKA

16.2 The Participant chooses as its domicilium citandi et executandi for all purposes arising from this contract

STREET ADDRESS:
.....
.....

POSTAL ADDRESS :
.....
.....
.....

TELEPHONE NUMBER:

FAX NUMBER:

**17. THUS DONE AND SIGNED BY THE EMPLOYER AT _____
ON THIS _____ DAY OF _____ 2020.**

AS WITNESSES:

1. _____

RANK: _____

2. _____

RANK: _____

THE EMPLOYER

**18. THUS DONE AND SIGNED BY THE PARTICIPANT AT
_____ ON THIS _____ DAY OF
_____ 2020.**

AS WITNESS:

1. _____

RANK: _____

2. _____

RANK: _____

THE PARTICIPANT

ANNEXURE B

CODE OF CONDUCT

Code of Conduct for Public Servants

DEFINITION

In this document (Chapter 2 of the new Public Service Regulations, July 01 1999), any word or expression to which a meaning has been assigned in the Act, bears the meaning so assigned thereto, and "this Act" means the Public Service Act, 1994, and the regulations issued in terms thereof.

PURPOSE

In order to give practical effect to the relevant constitutional provisions relating to the Public Service, all employees are expected to comply with the Code of Conduct ('the Code') provided for in this Chapter.

The Code should act as a guideline to employees as to what is expected of them from an ethical point of view, both in their individual conduct and in their relationship with others. Compliance with the Code can be expected to enhance professionalism and help to ensure confidence in the Public Service.

INTRODUCTION

The need exists to provide guidelines to employees with regard to their relationship with the legislature, political and executive office-bearers, other employees and the public and to indicate the spirit in which employees should perform their duties, what should be done to avoid conflicts of interests and what is expected of them in terms of their personal conduct in public and private life.

Although the Code of Conduct was drafted to be as comprehensive as possible, it does not provide a detailed standard of conduct. Heads of department are, in terms of section 7(3)(b) of the Act, inter alia responsible for the efficient management and administration of their departments and the maintenance of discipline. They may therefore, after the matter has been consulted in the appropriate Chamber of the Public Service Bargaining Council, and without derogating from it, supplement the Code of Conduct provided for in this Chapter in order to provide for their unique circumstances. Heads of department should also ensure that their staff are acquainted with these measures, and that they accept and abide by them.

The primary purpose of the Code is a positive one, viz. to promote exemplary conduct. Notwithstanding this, an employee shall be guilty of misconduct in terms of Section 20 (t) of the Public Service Act, 1994, and may be dealt with in accordance with the relevant sections of the

Act if he or she contravenes any provision of the Code of Conduct or fails to comply with any provision thereof.

THE CODE OF CONDUCT

1. Relationship with the Legislature and the Executive

An employee –

- is faithful to the Republic and honours the Constitution and abides thereby in the execution of his or her daily tasks;
- puts the public interest first in the execution of his or her duties;
- loyally executes the policies of the Government of the day in the performance of his or her official duties as contained in all statutory and other prescripts;
- strives to be familiar with and abides by all statutory and other instructions applicable to his or her conduct and duties; and
- co-operates with public institutions established under legislation and the Constitution in promoting the public interest.

2. Relationship with the Public

An employee –

- promotes the unity and well-being of the South African nation in performing his or her official duties;
- will serve the public in an unbiased and impartial manner in order to create confidence in the Public Service;
- is polite, helpful and reasonably accessible in his or her dealings with the public, at all times treating members of the public as customers who are entitled to receive high standards of service;
- has regard for the circumstances and concerns of the public in performing his or her official duties and in the making of decisions affecting them;
- is committed through timely service to the development and upliftment of all South Africans;
- does not unfairly discriminate against any member of the public on account of race, gender, ethnic or social origin, colour, sexual orientation, age, disability, religion, political persuasion, conscience, belief, culture or language;
- does not abuse his or her position in the Public Service to promote or prejudice the interest of any political party or interest group;
- respects and protects every person's dignity and his or her rights as contained in the constitution; and

- recognises the public's right of access to information, excluding information that is specifically protected by law.

3. Relationship among Employee

An employee –

- co-operates fully with other employees to advance the public interest;
- executes all reasonable instructions by persons officially assigned to give them, provided these are not contrary to the provisions of the Constitution and/or any other law;
- refrains from favouring relatives and friends in work-related activities and never abuses his or her authority or influences another employee, nor is influenced to abuse his or her authority;
- uses the appropriate channels to air his or her grievances or to direct representations;
- is committed to the optimal development, motivation and utilisation of his or her staff and the promotion of sound labour and interpersonal relations;
- deals fairly, professionally and equitably with other employees, irrespective of race, gender, ethnic or social origin, colour, sexual orientation, age, disability, religion, political persuasion, conscience, belief, culture or language; and
- refrains from party political activities in the workplace.

1. Performance of Duties

An employee –

- strives to achieve the objectives of his or her institution cost-effectively and in the public's interest;
- is creative in thought and in the execution of his or her duties, seeks innovative ways to solve problems and enhances effectiveness and efficiency within the context of the law;
- is punctual in the execution of his or her duties;
- executes his or her duties in a professional and competent manner;
- does not engage in any transaction or action that is in conflict with or infringes on the execution of his or her official duties;
- will recuse himself or herself from any official action or decision-making process which may result in improper personal gain, and this should be properly declared by the employee;
- accepts the responsibility to avail himself or herself of ongoing training and self-development throughout his or her career;
- is honest and accountable in dealing with public funds and uses the Public service's property and other resources effectively, efficiently, and only for authorised official purposes;
- promotes sound, efficient, effective, transparent and accountable administration;

- in the course of his or her official duties, shall report to the appropriate authorities, fraud, corruption, nepotism, mal-administration and any other act which constitutes an offence, or which is prejudicial to the public interest;
- gives honest and impartial advice, based on all available relevant information, to higher authority when asked for assistance of this kind; and
- honours the confidentiality of matters, documents and discussions, classified or implied as being confidential or secret.

1. Personal Conduct and Private Interests

An employee –

- during official duties, dresses and behaves in a manner that enhances the reputation of the Public Service;
- acts responsibly as far as the use of alcoholic beverages or any other substance with an intoxicating effect is concerned;
- does not use his or her official position to obtain private gifts or benefits for himself or herself during the performance of his or her official duties nor does he or she accept any gifts or benefits when offered as these may be construed as bribes.
- does not use or disclose any official information for personal gain or the gain of others; and
- does not, without approval, undertake remunerative work outside his or her official duties or use office equipment for such work.

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