

POLICY : SPECIAL LEAVE : ATTENDANCE OF LECTURES/CLASSES/ TRAINING SESSIONS

Item HR 27-2002
MC 07.03.2002

Item HR 10-2003
CM 27.2.2003

**EKURHULENI METROPOLITAN MUNICIPALITY :POLICY : SPECIAL LEAVE :
ATTENDANCE OF LECTURES/CLASSES (ITEM HR 8-2003[MC] - MC
20.2.2003)**

RESOLVED:

1. **That** the contents of the report regarding the shortfalls in the Policy : Special Leave : Attendance of Lectures/Classes **BE NOTED**.
2. **That** the existing policy (Item HR 27-2002) **BE RESCINDED** and **REPLACED** with the new policy attached as **Annexure "A"** to the report.
3. **That** the authority to approve leave in respect of attendance of lectures/classes **BE DEALT WITH** as follows:
 - (a) Hours exceeding the maximum of 160 hours, be approved by the Mayoral Committee.
 - (b) Amendment or termination of conditions of the policy, be approved by the Mayoral Committee.
 - (c) Restriction of employee(s) to participate, be approved by the Executive Director: Human Resource Management and Development in conjunction with the relevant department.
 - (d) Agreements to be signed on behalf of Council by the Executive Director: Human Resource Management and Development.
4. **That** the agreement and attendance register (form STO1) attached as **Annexure B** to the report **BE APPROVED**.

ANNEXURE "A"

EKURHULENI METROPOLITAN MUNICIPALITY

POLICY: ATTENDANCE OF CLASSES DURING NORMAL WORKING HOURS

1. DEFINITIONS

In this policy, unless the context indicates otherwise:

"Council" means the Ekurhuleni Metropolitan Municipality (EMM) and includes the Mayoral Committee or any officer employed by the Council, acting by virtue of any power vested in the Council.

"Employee" means any person, excluding the independent contractor, permanently appointed by the EMM and who receives, or is entitled to receive any remuneration.

"Registered Educational" means a University, Technikon, College and/or any other Institution" tertiary educational institution registered with the Department of Education.

"Approved Qualification" means a degree, diploma, certificate or equivalent accredited with South African Qualification Authority (SAQA) in an approved field of study in respect of any employee to whom the study loan is allocated.

"Approved Field" means a field of study that shall have a bearing upon and be of Study" applicable to the activities of local government as determined by Council.

"Classes" include lectures, group discussions or other activities relevant to the approved field of study as prescribed by the educational institution and contemplated in paragraph 5.8 of this policy.

"Academic period" means the duration of a course for a degree, diploma or certificate or any portion thereof consisting of a specific number of subjects or modules to be completed within a fixed period as determined by the educational institution (Provided that the period is not shorter than 3 months).

"Year" means a period spanning from 1 January to 31 December of the same year.

2. PREAMBLE

The Council recognises that:

- employees have aspirations and expectations of developing in their chosen careers;
- certain approved study courses require an employee to attend classes or working groups that are presented during working hours; and
- that it has a social responsibility to assist and/or support the development of its employees.

3. PURPOSE

The purpose of the policy is to regulate the granting of special leave to employees, to enable them to attend compulsory classes during working hours.

4. AGREEMENT

Where it is a requirement of the registered educational institution that the employee should attend classes in order to complete a course or subject, such employee is compelled to enter into an Agreement with Council.

5. CONDITIONS FOR PARTICIPATION

Special leave should be granted to an employee on condition that:

- 5.1 the employee is permanently employed.
- 5.2 the service of the Council shall not be disrupted.
- 5.3 the institution is a registered educational institution.
- 5.4 the employee is studying towards an approved qualification.
- 5.5 it is an approved field of study and that the field of study is related to his/her work or in accordance with his/her chosen career path.
- 5.6 the academic period is not shorter than three months or longer than recommended as stipulated by the institution.
- 5.7 the employee is compelled to attend classes during normal working hours and the course is NOT presented after hours.
- 5.8 the employee supplied an original timetable to Human Resource Management and Development (Benefit-Administration) and any changes are brought to the attention of Human Resource Management and Development (Benefit Administration).
- 5.9 hours are recorded on the attendance register (form ST01) provided and are certified by the Supervisor responsible on a monthly basis before it is submitted to Human Resource Management and Development (Benefit Administration).
- 5.10 Clauses 4, 5.2 and 5.9 do not apply to employees who are ordered by Council to attend classes to master special techniques such as but not limited to computer courses.
- 5.11 an application by an employee in terms of this policy must be submitted at least 10 working days prior to the attendance of classes.

6. MAXIMUM NUMBER OF HOURS

- 6.1 Where an employee applies for special leave in terms of Clause 5 of this policy, such leave may be granted to a maximum of 160 hours (including traveling time) per annum.
- 6.2 Leave for over 160 hours shall be specially applied and motivated for and special arrangements may then be entered into with Council.
- 6.3 An employee may take special leave in respect of the whole or part of the day.

7. SUBMISSION OF RESULTS

- 7.1 The employee is obliged to submit results of the particular course within 30 days after receipt thereof. If the employee neglects to provide this information it will be assumed that he/she was not successful.
- 7.2 If the employee is unsuccessful in more than 50% of the course(s), the cost of every real hour absent from the workplace must be paid back to Council in equal payments.
- 7.3 If an employee is successful in more than 50% of the course, no monies need to be paid back but all other conditions still apply.

8. SERVICE OBLIGATION

Regardless if the employee was successful or not, such an employee will be obliged to remain in Council's service for one full year after the completion of the examinations concerned. Service obligation commences on the first day of the month following the submission of the final results concerned.

9. TERMINATION OF SERVICE BEFORE EXAMINATIONS

If the employee terminates his/her service with Council before he sat for examinations, such an employee will be obliged to pay back the money to Council in real hours (including traveling time) in terms of Clause 11 of this policy.

10. TERMINATION OF COMPULSORY SERVICE

Should the services of the employee be terminated for any reason whatsoever, whilst under contract in terms of clause 8 of the policy he/she will be obliged to:

- 10.1 Immediately pay to Council the balance of the amount still owing by him/her as per Clause 7.2 of this policy.
- 10.2 Pay to Council a pro-rata portion of the costs of the hours actually absent for attendance of classes, based on his salary scale as at date of termination of service, calculated on full months actually in service in relation to the one year compulsory service as per Clause 7.3 of this policy.

11. CALCULATION AND RECOVERY OF COSTS

- 11.1 In terms of the various conditions of this policy, the costs payable per hour will be calculated according to total costs by Council in relation to the employee's remuneration package.
- 11.2 A Certificate issued by the Executive Director: Finance of the Council will serve as prima fade proof of the calculation of costs per hour.
- 11.3 Council will be entitled, and the employee grants, permission to Council, to recover any amount due to Council in terms of this policy from the employee's leave credit, salary or any other monies owing to the employee by Council at the relevant date.

12. CONTINUATION OF STUDIES

The official will be entitled to attend approved study courses during every year of his/her compulsory service in terms of clause 8, subject to the conditions of this policy, in which case he/she will have a double obligation to the Council, as stated .in Clause 9 and Clause 10, after termination of service.

13. RESERVATION OF AMENDMENT BY COUNCIL

Irrespective of the conditions of clause 12, the Council reserves the right to terminate the conditions of the agreement at the end of any calendar year or to disallow the official any further participation in the scheme or to amend the conditions of the agreement for further study.

14. RESTRICTION OF PARTICIPATION

If the employee is unsuccessful in more than 50% of the courses that he/she attends every year for two consecutive years, he/she will forfeit the right to attend classes during working hours.

15. NON-APPROVAL OF APPLICATION

Where Council refuses an application for special leave to attend classes, Council must inform the employee of the reason for such refusal in writing within two (2) working days from the date on which the application for such leave was received.

16. PAYMENT WHILST ON SPECIAL LEAVE FOR ATTENDING CLASSES

Council must pay an employee for a day's/hours special leave:

- (i) the wage/salary the employee would ordinarily have received for work on that days; and
- (ii) on the employee's usual pay day

17. GENERAL

Special leave for attendance of classes does not accrue.

18. DISPUTE RESOLUTION

Should there be a dispute about the interpretation or application of this policy, a party to the dispute may refer it to the Human Resource Management and Development Committee for resolution.

ANNEXURE 'B'

ATTENDANCE OF STUDY COURSES DURING NORMAL WORKING HOURS**160 HOURS AGREEMENT**

Agreement made and entered into by and between

EKURHULENI METROPOLITAN COUNCIL
(The Council)

and

.....
FULL NAMES SURNAME
(the Employee)

.....
(ID ID NUMBER)

WHEREAS

The employee is in the permanent employ of the Council. The Council and the employee agreed that subject to certain conditions, the employee would be allowed to attend study courses, approved by the Council, during normal working hours.

This testimonial confirms as follows:

1. AUTHORITY

The employee will be allowed to attend study courses during normal working hours for the course **COURSE**, subject to the conditions contained in this Agreement.

2. MAXIMUM HOURS

According to this Agreement the maximum amount of hours that an employee may be absent from work during any calendar year to attend study courses may not exceed 160 hours in total. An employee may in exceptional cases motivate to the Council to exceed the maximum hours.

3. RECORDING OF HOURS

It is compulsory for an employee to record any absence from his/her workplace in a register on a daily basis in the case of employees whom are obliged to keep a daily register; or in a special register in the case of employees exempted from keeping a daily register, of the time leaving the workplace and the time returning, if it is on the same day, or until the end of a working day stating the reason for his/her absence.

4. TRAVELLING TIME

The time to be recorded according to clause 3 of this Agreement is the actual time that the employee is absent from his/her workplace including traveling time.

5. APPROVED COURSES

The employee will only be entitled to take time off from work during normal working hours for the attendance of study courses, specifically approved for this purpose by the Council.

6. CLASS TIME TABLE

The employee will endeavour to attend all courses according to the time roster attached hereto and will do everything in his/her power to pass the study courses.

Any change in the time roster should immediately be brought to the attention of Human Resource (Benefit Administration) after which it will form an inherent part of the Agreement.

7. PROOF OF SUCCESS

The employee will be obliged to submit written proof to Human Resource (Benefit Administration), that he/she passed the courses, which he/she attended during normal working hours.

Should the employee not comply with the above within 30 days of receiving his/her results it will be assumed that the employee was unsuccessful.

8. SERVICE OBLIGATION

The employee will be obliged, whether he/she was successful or not, to remain in the employ of the Council for one year compulsory service after completion of the examinations concerned.

9. TERMINATION OF SERVICE BEFORE EXAMINATIONS

According to this agreement an employee terminating his/her services for any reason whatsoever before he/she sat for the relevant examinations, will be obliged to pay back to the Council the costs for every hour actually absent from his/her workplace calculated against his/her salary scale as at the date of his/her termination of service.

10. UNSUCCESSFUL

If the employee was unsuccessful (including supplementary examination) in more than 50% of the courses entered for, or fails to provide written evidence as outlined in clause 7 of the Agreement, the employee will be obliged to refund to Council the cost for each hour actually absent for the attendance of courses, the last payment being not later than the end of the one year compulsory service in which he/she must remain in the employ of the Council in terms of clause 8 of the Agreement.

11. SUCCESSFUL

An employee that passed 50% and more of the courses that he/she attended during normal working hours, has no obligation as stipulated in clause 10 but has to comply with the other conditions as set out in the Agreement.

12. TERMINATION OF COMPULSORY SERVICE

Should the services of the employee be terminated for any reason whatsoever, whilst under contract in terms of clause 8 of the Agreement he/she will be obliged to:

12.1 Immediately pay to Council the balance of the amount still owing by him/her as per clause 10 of the Agreement.

12.2 Pay to Council a pro-rata portion of the costs of the hours actually absent for attendance of classes, based on his salary scale as at date of termination of service, calculated on full months actually in service in relation to the one year compulsory service as per clause 11 of the Agreement.

13. CONTINUATION OF STUDIES

The employee will be entitled to attend approved study courses during every year of his/her compulsory service in terms of clause 8, subject to the conditions of this Agreement, in which case he/she will have a double obligation to the Council, as stated in clause 9 and clause 12, after termination of service.

14. RESERVATION OF AMENDMENT BY THE COUNCIL

Irrespective of the conditions of clause 13, the Council reserves the right to terminate the conditions of this agreement at the end of any calendar year or to disallow the employee any further participation in the scheme or to amend the conditions of this Agreement for further study.

15. CALCULATION OF COSTS

15.1 In terms of the various conditions of this Agreement the costs payable per hour will be calculated according to total costs by Council in relation to the employee's remuneration package.

15.2 A Certificate issued by the Executive Director: Finance of the Council will serve as prima fade proof of the calculation of costs per hour.

16. RESTRICTION OF PARTICIPATION

If the employee fails to pass 50 % or more of the courses that he/she attends every year for two consecutive years, he/she will forfeit the right to attend classes during working hours.

17. RECOVERY OF COSTS

Council will be entitled, and the employee hereby grants, permission to Council, to recover any amount due to Council in terms of this Agreement from the employee's leave credit, salary or any other monies owing to the employee by Council at the relevant date.

18. MEANING OF WORDS

The headings of clauses only serve as indicators and do not form part of the conditions of this Agreement. The male includes the female and vice versa.

19. GENERAL AMENDMENT

The Agreement contains all stipulations and conditions agreed to by the parties and any change/amendment will only be binding if it is in writing and endorsed by both parties.

20. ADDRESS

The employee chooses as his/her address the physical address as it is noted in the Council records of the Council for the receiving and dispatching of all notices or legal processes that may arise from this Agreement.

21. NO RENOUNCEMENT

Any concession or failure by Council to strictly enforce the conditions of this Agreement must not be construed as a renouncement of its right to do so at any later date.

22. GENERAL

Special leave for attendance of classes does not accrue.

SIGNED AT this day of

AS WITNESSES

1.

2.

.....

THE EMPLOYEE

AS WITNESSES

1.

2.

.....

COUNCIL

MONTH: _____

EKURHULENI METROPOLITAN MUNICIPALITY

ATTENDANCE OF CLASSES DURING NORMAL WORKING HOURS

(complete and send back to Management Services)

EMPLOYEE _____ PAY NO _____ ID NUMBER _____

COURSE: _____ SUBJECT: _____

DIRECTORATE _____ SECTION _____

DATE	TIME		SIGNATURE OF TUTOR	(OFFICE USE)
	LEFT WORKPLACE	BACK TO WORKPLACE		TOTAL HOURS

CERTIFIED AS CORRECT

SIGNATURE: EMPLOYEE _____ SIGNATURE: SUPERVISOR _____

SIGNATURE: DIRECTOR/HEAD OF DEPARTMENT _____ DATE _____

PROCEDURE MANUAL: ATTENDANCE OF CLASSES DURING NORMAL WORKING HOURS

1. Employee to submit application for attendance of classes together with the official timetable of classes to Benefit Administrator. Any changes must be brought to the attention of Human Resource Management and Development (Benefit Administration).
2. Upon receipt of the above the Benefit Administrator should check the following information (**a checklist for this purpose is provided**):
 - (a) That the applicant is permanently employed.
 - (b) That the institution is a "Registered Educational Institution" (**see Policy Clause 1**).
 - (c) That the employee is studying towards an "Approved Qualification" (**see Policy Clause 1**).
 - (d) That it is an "Approved Field of Study" (**see Policy Clause 1**) and that the field of study is related to his/her work or in accordance with the employee's chosen career plan.
 - (e) That the academic period is not shorter than three months or longer than recommended as stipulated by the institution.
 - (f) Whether the employee is compelled to attend classes during normal working hours or not.
 - (g) That the course is not presented after hours (confirm with institution).
3. When all the information have been checked and confirmed, the Benefit Administrator draw up the Memorandum of Agreement (160 Hours) and have it signed by the employee and witnesses.
4. Memorandum of Agreement (160 Hours) to be signed "For Council"/witnesses.
5. Memorandum of Agreement (160 Hours) is received back and distributed as follows:

5.1	Employee	: Memorandum of Agreement	Copy
5.2	Archives	: Letter: Safekeeping of contract ...	Original
	(for safekeeping)	: Memorandum of Agreement	Original
5.3	Personal File	: Memorandum of Agreement	Copy
		Checklist	Copy
		Application Form and all other applicable documentation	Copies
6. Benefit Administrator records all applicable information on the database.
7. Employee must submit attendance registers, signed by tutor/lecturer and all other parties concerned, on a monthly basis. Time recorded is the actual time that the official is absent from his/her workplace including travelling time.

8. Benefit Administrator records hours attended on database in order to monitor hours attended and hours remaining.
9. The Benefit Administrator should notify the employee when he/she has only 24 hours remaining.
10. The employee then has to apply and motivate for special arrangements for extra special leave days if so needed (to be approved by Mayoral Committee).
11. Where Council refuses an application for special leave, Benefit Administrator should inform the employee of the reasons of refusal within two (2) working days from the date of application [**see Policy, Clause 13.2**].

12. **Submission of Results**

12.1 **Ordinary Examinations**

- (a) The employee must submit proof of the examination results to the satisfaction of the Council, within 30 days after the results have been made available by the educational institution (excluding supplementary examinations).
- (b) Benefit Administrator must follow up, if necessary, where results were not received within the prescribed period.
- (c) Should the employee not comply with the above within the prescribed period it is assumed that he/she was unsuccessful.

12.2 **Supplementary Examinations**

- (a) The employee must submit proof of the supplementary examination results to the satisfaction of the Council, within 30 days after the results have been made available by the educational institution.
- (b) Benefit Administrator must follow up, if necessary, where results were not received within the prescribed period.
- (c) Should the employee not comply with the above within the prescribed period it is assumed that he/she was unsuccessful.

13. **Compulsory Service**

13.1 Compulsory service commences on the first day of the month following the submission of final results.

13.2 If the employee terminates his/her services with Council before the date of expiration of compulsory services, the Benefit Administrator indicates the compulsory period remaining to effect deductions as stipulated in **Clause 10** of the Policy.

14. The official is entitled to attend approved study courses during every year of his/her compulsory service (**see Policy, Clause 12**). (No need to sign a new contract every year unless the official changes to a new study course)

15. **Calculation and recovery of costs**

Costs are calculated and recovered in terms of the Policy **Clause 11**.