



employment & labour

Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA



**DSI - HSRC
INTERNSHIP
2021-23**



HSRC
Human Sciences
Research Council

BASIC CONDITIONS OF SERVICE

FOR

INTERNS ON THE

DEPARTMENT OF SCIENCE AND INNOVATION (DSI) - HUMAN

SCIENCES RESEARCH COUNCIL (HSRC) INTERNSHIP

PROGRAMME

1 PURPOSE OF THE DOCUMENT

To provide uniform CONDITIONS OF SERVICE AND BENEFITS applicable to all interns on the DSI-HSRC Internship Programme.

2 DEFINITION OF TERMS

- 2.1 “Internship” – refers to a public service graduate work experience programme targeting unemployed graduates. The work experience provides exposure in a field relevant to the qualification(s) of the intern and relevant to the skills needs of the department over a specified period.
- 2.2 “Internship Programme” – refers to a work-based experience programme that culminates in a testimonial letter indicating the work areas to which the intern was exposed. It is not a learnership, as it does not lead to a formal qualification.
- 2.3 “DSI” – refers to the Department of Science and Innovation.
- 2.4 “HSRC” - refers to the Human Sciences Research Council.
- 2.5 “Graduate intern” – refers to a person who has completed a qualification but has been unemployed or not been exposed to work experience related to the area of study and who needs workplace exposure to enhance chances of future employment.
- 2.6 “Employer” –refers to the Human Sciences Research Council.
- 2.7 “Employee” –refers to the intern on the DSI-HSRC internship Programme.
- 2.8 “Guidelines” – refers to the Basic Conditions of Service and Benefits for interns on the DSI-HSRC Internship Programme.
- 2.9 “Intern” – refers to a person employed by the HSCR under the DSI-HSRC Internship Programme for unemployed graduates. To qualify as an intern, the person must have completed a degree, or participated in a recognised formal training programme at an institution of higher learning, which is registered in terms of Higher Education Act No. 101 of 1997 and SAQA.
- 2.10 “Salary” – refers to the salary paid or payable to an intern monthly in respect of ordinary hours of work.
- 2.11 “Overtime” – means the time that an intern works during a day or a week in excess of ordinary hours of work, which includes work on Saturdays, Sundays and public holidays.
- 2.12 “Public holiday” – means any day that is a public holiday in terms of the Public Holiday Act, 1994 (Act No. 36 of 1994).
- 2.13 “Cultural activity” - refers to any extra-mural practice an intern engages in as a member of an organised cultural body.

3 REGULATORY FRAMEWORK

3.1 The conditions of service and benefits for interns on the DSI-HSRC Internship Programme are informed by the following legislation and guides:

- Constitution of the Republic of South Africa, 1996;
- Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997) (“the BCEA”), as amended;
- Skills Development Act No. 97 of 1998;
- Sectoral Determination No 5: Learnerships;
- Guide for the Public Service Internship Programme issued by the Department of Public Service and Administration of South Africa;
- Compensation for Occupational Injuries Act 130 of 1993; and
- National Skills Development Strategy for South Africa 2005-2010.

3.2 In the event of conflicting provisions between the aforementioned, the provisions of the BCEA and the Sectoral Determination No. 5: Learnerships, shall apply.

4 SCOPE AND APPLICATION OF THE DOCUMENT

These Conditions of Service form part of the Contract of Employment of interns (referred to as Internship Contract). These service conditions apply to all persons employed as interns on the DSI-HSRC Internship Programme from the date it takes effect or any date thereafter, notwithstanding the date of signature by such interns.

5 EFFECTIVE DATE OF THE CONDITIONS OF SERVICE

5.1 These Conditions of Service will come into effect on the date of the intake for the **DSI-HSRC Internship Programme 2021/2022** as well as subsequent intakes and will continue for the contract period of the Internship Programme.

5.2 These Conditions of Service supersede any documents signed by the interns on commencement of duty during any earlier period.

6 SERVICE BENEFITS

The following service benefits **ARE NOT APPLICABLE** to INTERNS:

- 6.1 Pension; Medical Aid; Homeowners Allowance; Housing Bond Guarantee and Annual Performance Bonus.
- 6.2 Relocation Costs.
- 6.3 Leave Pay-outs.

7 CONDITIONS OF SERVICE

7.1 Hours of Work

All interns are required to maintain a **forty (40) hour working week, excluding meal breaks**. A timesheet indicating the number of days and weekly hours worked should be kept at the Hosting Institution signed by both the mentor and intern. It will be the responsibility of the intern to ensure that the timesheet is signed by both the intern and mentor. It is expected of all interns to work from Monday to Friday (public holidays excluded).

7.2 Breaks

- (a) All interns are entitled to a meal break of up to one (1) hour, after five (5) hours of work or more unless otherwise agreed upon in writing with the host institution.

7.3 Overtime

- (a) Interns should not be required to work overtime, wherever possible. However, should the intern be required to work overtime, prior agreement to that effect must be obtained.
- (b) It is not compulsory for interns to work overtime.
- (c) Interns will be given reasonable justification and notification in the event that overtime is required.
- (d) Overtime may only be worked at the request of and with the prior written approval of the mentor.
- (e) No financial compensation for overtime will be given. Overtime in lieu off will only be calculated should the intern work more than 45 hours per week.

7.4 Work on Public Holidays

Interns are not expected to work on public holidays. In the event where interns are required to work on public holidays, the provisions of the BCEA will apply.

7.5 Remuneration

- (a) A salary equal to the amount stipulated in the offer of appointment letter will be paid as follows:
 - (i) Salaries will be paid on the **25th day** of each month. Where the 25th day falls on a Saturday, Sunday or Public Holiday, salaries will be paid out on the first working day preceding that day.
 - (ii) Payment of the intern's salary shall be made by deposit only into a bank account. Particulars of the bank details of the intern must be furnished on the NRF Payroll Forms obtainable from the Internship team.

- (iii) Interns will receive a salary advice on a monthly basis reflecting gross remuneration and all deductions.

7.6 Leave Provisions

All types of leave, except sick leave, must be applied for **in advance** by completing the HSRC **leave** form (see **Annexure A** for a specimen), for the mentor to sign. Once the mentor has authorised the leave the intern must submit his/her leave application on the ESS platform for final processing.

7.6.1 Annual Leave

- (a) Interns are entitled to one (1) day's annual leave on full remuneration for every seventeen (17) days on which the employee worked or was entitled to be paid; e.g., fifteen (15) working days for 12 months worked.
- (b) The allocated leave includes the days between Christmas and New Year if the host institution shuts down during this period.
- (c) Interns may only take annual leave once they have the necessary leave credits i.e., leave earned by actual service at the time they apply for leave. No leave may be taken in advance.
- (d) If an intern has utilised all his or her annual leave credits, the Employer (based on authorisation by the mentor) may grant him/her unpaid leave.
- (e) Interns are encouraged to utilise their allocated annual leave days in line with the policy guidelines and in line with the hosting institutions shut down period as unused days will be forfeited.
- (f) Annual leave may **not** be taken during the **notice period** of two weeks, prior to termination of duties, e.g., when resigning from the programme.

7.6.2 Sick Leave

Interns are entitled to twelve (12) working days sick leave with full pay per annum. A medical certificate must be attached to a sick leave form for periods longer than 2 days, or when the sick leave is taken on a Monday, Friday or a day before or after a public holiday

7.6.3 Maternity, Parental, Commissioning, and Adoptive leave

An Intern applying for any of these leave categories will not be compensated by the employer during the period of leave. All BCEA provisions will apply, and the Intern may apply for UIF Benefits.

7.6.4 Family Responsibility Leave

- (a) Interns shall be granted a maximum of five (5) day's family responsibility leave if the intern's:

7.6.5 Family Responsibility Leave

- (a) Interns shall be granted a maximum of five (5) day's family responsibility leave if the intern's:
- (i) spouse/life partner gives birth to a child; or
 - (ii) dependent child, spouse/life partner is sick; or
 - (iii) child, spouse/life partner or immediate family member dies;
- (b) Immediate family member for purposes of this provision means the intern's parent, adoptive parent, grandparent, child, adopted child, grandchild, or sibling.

7.6.6 Study Leave

The Intern will qualify for the following study leave upon proof in support of the study leave.	Masters	Honours (NQF 8)	Bachelors (NQF 7)
Day of Exam	N/A	5	5
Day preparing for Exam	N/A	5	5
Study leave	15	10 (May be used to attend block classes / study sessions with lecturer or write dissertation)	5 (May be used to attend block classes / study sessions with lecturer)
Annual leave for purposes of studies	10	As per employee's choice - optional	As per employee's choice - optional
HSRC Ex Gratia study leave upon annual leave taken for study purposes	5	N/A	N/A
Maximum total number of working days taken	15 + 10 + 5 = 30	5 + 5 + 10 = 20	5 + 5 + 5 = 15
Years over which leave is granted	Internship duration	Internship duration	Internship duration

8 TERMINATION

8.1 Termination of contract by employer:

- (a) The Internship Contract will automatically be terminated once the twenty-four (24) months period of internship agreement has expired. The employer is under no obligation, after completion of the internship, to employ or consider the intern for any position in the establishment of the employer.
- (b) The employer may only terminate the internship contract of an intern if the intern is fairly dismissed for a reason related to the intern's misconduct or capacity as an

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employee. Dismissal will only be done after the disciplinary procedure process
have been applied and dealt with jointly by HSRC.

- (c) An intern who resigns before the completion of the twenty-four (24) months period will automatically forfeit all leave days.

8.2 Termination of contract by Intern:

The intern may only terminate the contract of employment if:

- (a) two weeks written notice has been given **prior** to the termination of duty
- (b) notice is given on the **1st** day of the month or on the **15th** of the month. If the respective days fall on a weekend, notice should be given on the Friday prior to the weekend.

8.2.1 Intern Resignation Form

- (a) An Intern must submit his/her resignation in writing and must notify both the Host mentor and the Internship team of the DSI-HSRC Internship Programme.
- (b) The letter must be signed by the resigning intern and the mentor of the intern.
- (c) The signed letter should reach the office of the Internship Coordinator not later than the 1st or 15th day of the month, whatever is applicable.

8.2.2 Payment on Termination:

Final payment of salary would be in line with the number of days worked i.e., half the normal salary if notice was given with effect from the 1st day of the month or full monthly salary if notice was given with effect from the 15th of the month. Final payment of salaries will be paid on the last working day of the month.

9. INJURIES OR LOSSES

Interns are covered by the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993).

10. PROTECTION OF CONFIDENTIAL INFORMATION

The intern is not entitled to communicate to any person outside the employers' or host institution's service, either during the term of this agreement or after the termination thereof, any information (e.g., trade secrets, technical business know-how, confidential information, business connections, customer connections, etc.) obtained by him/her, during his official duties, without the written consent of the employer or host institution to this effect.