

CONDITIONS OF PLACEMENT FOR EDUCATION ASSISTANTS AND GENERAL SCHOOL ASSISTANTS – TO BE USED BY ALL PEDS FOR ASSISTANTS PLACED IN SCHOOLS AS PART OF THE PRESIDENTIAL YOUTH EMPLOYMENT INITIATIVE

1. INTRODUCTION

- 1.1 This document contains the standard terms and conditions for the placement of Education Assistants and General School Assistants in schools as part of the PYEI in the Basic Education Sector.
- 1.2 In terms of Section 58 of the Public Service Regulations, 2016, an Executive Authority may appoint persons who are part of a developmental programme, including but not limited to, internships, learnerships and apprenticeships, on such terms and conditions that shall be determined by the Minister.
- 1.3 These conditions of placement for Education Assistants and General School Assistants shall apply to all assistants placed in schools as part of the Presidential Youth Employment Initiative, implemented in the Basic Education Sector.
- 1.4 By signing this contract, I accept that my personal information may be shared with other institutions for purposes of verification and that when processing such information, the school or Department of Education will comply with the POPI Act and all other applicable legislation.

2. DEFINITIONS

2.1 In this Document –

“Department” means the Provincial Education Department

“Employer” means the Provincial Education Department or person acting on behalf of the employer

“Management” means any person employed by the department at a school or Provincial Education Department to lead or manage people/officials.

“Worker” means any person working as an Education Assistant and General School Assistant.

“Job placement” means a temporary job that someone does in an organisation to gain work experience on a short time basis

“youth” means a young person that is between ages 18 – 35 years, that is turning 35 on or before March 2023.

Assistant Signature: _____

Date: _____

3. TERMS OF-EMPLOYMENT

- 3.1 The placement of EAs and GSAs shall be guided by the following legislation:
 - 3.1.1 Basic Conditions of Employment Act 75 of 1997;
 - 3.1.2 Sectoral Determination 5: Learnership Sector, SA (Government Notice No. R234 as amended)
 - 3.1.3 Compensation for Occupational Injuries and Diseases Act 130 of 1993 (COIDA)
- 3.2 The contract of an EA and GA is for a specified period only with no expectation of permanency or an extension of the contract.

4. NORMAL HOURS OF WORK

- 4.1 An employer shall not set tasks or hours of work that require the EA/GSA to work-
 - 4.1.1 More than forty hours in any week;
 - 4.1.2 On more than five days in any week; and
 - 4.1.3 For more than eight hours on any day.
- 4.2 There will be no payment for work done overtime
- 4.3 An employer and EA/GSA may agree that the EA/GSA will work four days a week.

5. MEAL BREAKS

- 5.1 The EA/GSA may not work for more than **five** hours without taking a meal break of at least thirty minutes' duration.
- 5.2 An employer may require the EA/GSA to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another person or educator. However, an employer must take reasonable steps to ensure that the EA/GSA is relieved of his or her duties to take such a meal break thereafter.

Assistant Signature: _____

Date: _____

6. WEEKLY REST PERIOD

- 6.1 EA/GSA are not allowed to work on weekends, including public holidays, However, an EA/GSA may, in agreement with the manager, work on weekends and preferably Saturdays to perform work which must be done without delay and could not be performed by EA/GSA during their ordinary hours of work ("emergency work").

7. VACATION LEAVE

- 7.1 The EA/GSA is entitled to one-day vacation leave for every one full month that the EA/GSA has worked in terms of the contract.

8. SICK LEAVE

- 8.1 The EA/GSA is entitled to take one day's sick leave for every full month that the EA/GSA has worked in terms of the contract if he/she is unable to report for duty due to illness or injury.

- 8.2 Accumulated sick leave may not be transferred from one month to another.

- 8.3 An employer may require the EA/GSA to produce a medical certificate stating that the EA/GSA was unable to work on account of sickness or injury if the EA/GSA is-

8.3.1 Absent from work for more than one day; or

8.3.2 Absent from work on more than two occasions in an eight-week period.

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

Assistant Signature: _____

Date: _____

9. FAMILY RESPONSIBILITY LEAVE

9.1 EAs/GSAs who work at least **five** days per week, are entitled to three days of paid family responsibility leave each for the term of contract in the following circumstances-

9.1.1 When the employees' child is born;

9.1.2 When the employees' child is sick;

9.1.3 In the event of a death of-

9.1.3.1 The employees' parent spouse or life partner

9.1.3.2 The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

10. STATEMENT OF CONDITIONS

10.1 An employer must give the EA/GSA a copy of the signed contract of employment together with this document containing the terms and Conditions of Employment and Code of Conduct at the start of employment. The contract of employment must contain the following details-

10.1.1 The names and identity number of the EA/GSA;

10.1.2 The employers' name and address;

10.1.3 The task or job that the EA/GSA is to perform;

10.1.4 The period for which the EA/GSA is hired or,

10.1.5 The EA/GSA's rate of pay and how this is to be calculated;

10.1.6 The date on which the EA/GSA will receive their stipends; and

10.1.7 The start and end dates of the contract.

Assistant Signature: _____

Date: _____

11. KEEPING RECORDS

11.1 Every employer and school principal must keep written records of at least the following –

- 11.1.1 the EA/GSA's name; position; physical address and contact details;
- 11.1.2 copy of an acceptable EA/GSA identification;
- 11.1.3 Payments made to each EA/GSA;
- 11.1.4 Attendance register;
- 11.1.5 Performance records;
- 11.1.6 Disciplinary action records, if any was ever taken against such EA/GSA, during the cause of the programme;

11.2 The employer must keep this record for the period of the programme or at least three years after termination of the contract.

12. PAYMENT

12.1 An employer must pay all stipends in full every month into an employee's bank account and on the date agreed upon in the employment contract.

12.2 The EA/GSA may not be paid less than the minimum stipend stated in the contract of employment.

12.3 Payment must be directly deposited into a bank account designated by the EA/GSA.

12.4 An employer must give the EA/GSA the following information in writing, upon request:

- 12.4.1 The period on which payment is made;
- 12.4.2 The numbers of tasks completed or hours worked;
- 12.4.3 The EA/GSA's earnings;
- 12.4.4 Any money deducted from payment;
- 12.4.5 The actual amount to be paid to the EA/GSA.

Assistant Signature: _____

Date: _____

13. DEDUCTIONS

- 13.1 An employer shall not deduct money from the EA/GSA's payment without the EA/GSA's consent unless the deduction is required in terms of the law.
- 13.2 An employer must deduct and pay to the Department of Employment and Labour, Unemployment Insurance Fund (UIF) that the EA/GSA is required to pay.
- 13.3 An employer may deduct any money that was overpaid to the EA/GSA erroneously.
- 13.4 An employer may not require or allow the EA/GSA to pay the employer or any person for having been employed.
- 13.5 An employer may deduct from the stipend of the EA/GSA the amount equal to the number of days that the youth took leave that is outside the allocated leave days.

14. HEALTH AND SAFETY

- 14.1 Employer must take all reasonable steps to ensure that the working environment is healthy and safe.
- 14.2 The EA/GSA must-
 - 14.2.1 Work in a way that does not endanger his /her health and safety or that of any other person;
 - 14.2.2 Obey all health and safety instruction;
 - 14.2.3 Obey all health and safety rules of the employer;
 - 14.2.4 Use personal protective equipment or clothing issued by the employer; and
 - 14.2.5 Report any accident or near-miss incident or dangerous behaviour by another person to their employer, or manager.

Assistant Signature: _____

Date: _____

15. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES

- 15.1 It is the responsibility of the employers to arrange for all persons employed to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 15.2 The EA/GSA must report any work-related injury or occupational disease to their employer, or manager.
- 15.3 The employer, must report the accident or disease to the compensation commissioner.
- 15.4 An employer must pay the EA/GSA who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months or up to the last day of the contract; whichever occurs first. The employer will be refunded this amount by the compensation commissioner.

16. TERMINATION OF CONTRACT

- 16.1 The employer may terminate the employment of the EA/GSA for good cause after following a fair procedure.
- 16.2 The EA/GSA will not receive severance pay on termination of the contract.
- 16.3 The EA/GSA who is absent for more than five consecutive days without approval of the employer or informing the employer will have terminated the contract.
- 16.4 The EA/GSA who does not attend required training events, without good reason, will have terminated the contract.
- 16.5 The EA/GSA who contravene any of the conditions signed in the contract would have terminated their contract, and the school can terminate the contract.

Assistant Signature: _____

Date: _____

17. GRIEVANCE AND DISPUTE RESOLUTION PROCEDURE

- 17.1 The EA/GSA shall in cases of unfair labour practice, lodge/file a grievance with the employer against his/her fellow employees or the manager.
- 17.2 Grievances may include cases of harassment, bullying, discrimination and also issues concerning treatment.
- 17.3 The EA/GSA should report a grievance with regards to the above firstly to his/her supervisor or manager if it is against fellow employees, and to the employer if it is against the manager.
- 17.4 For record purposes, the grievance should be in writing and dealt with as speedily as possible and the decision taken in the process must also be in writing.
- 17.5 If the EA/GSA feels dissatisfied with the decision of the manager or employer, he/she may refer a dispute to the Commission for Conciliation Mediation and Arbitration (CCMA).

18. CERTIFICATE OF SERVICE

On termination of placement, the EA/GSA is entitled to a certificate stating –

- 18.1 the EA/GSA's full name;
- 18.2 the name and address of the employer;
- 18.3 Project which the EA/GSA worked on;
- 18.4 The work performed by the EA/GSA;
- 18.5 Any training received by the EA/GSA as part of the project;
- 18.6 The period for which the EA/GSA worked on the project;
- 18.7 Any other information deemed relevant.

Assistant Signature: _____

Date: _____

19. PARTICIPATION IN THE COMPULSORY TRAINING

- 19.1 As an EA/GSA you are expected to participate in the compulsory Generic Orientation, SOP for COVID-19 and NSSF.
- 19.2 Failure to attend and complete the compulsory training may result in termination of this contract.
- 19.3 Failure to provide proof of attendance and completion of modules for the compulsory trainings, may result in termination of contract.

20. SUBMISSION OF PERSONAL INFORMATION TO THE SCHOOL

By submitting my personal information in any form to the school or the Department of Education, I acknowledge that such conduct constitutes a reasonable unconditional, specific voluntary written consent to the processing, sharing, transferring and verification of such personal information by the school or Department of Education for the purpose including but not limited to:

- 20.1 The South Revenue Services (SARS) disclosing my taxpayer information in terms of section 69(6)(b) of the Tax Administration Act, 2011 (Act No.28 of 2011).
- 20.2 Verification of my information against the information held in the various databases such as at the Department of Home Affairs, the Department of Employment and Labour, in particular with the Unemployment Insurance Fund and the Workman's Compensation Fund.
- 20.3 Commercial banks registered in South Africa to confirm my financial status.
- 20.4 SASSA to verify my information against their database for any social grants I may be a beneficiary thereof.

Assistant Signature: _____

Date: _____

ANNEXURE A: CODE OF CONDUCT FOR EDUCATION ASSISTANTS AND GENERAL SCHOOL ASSISTANTS

CODE OF CONDUCT FOR EDUCATION ASSISTANTS AND GENERAL SCHOOL ASSISTANTS

INTRODUCTION

The Code of Conduct spells out the rules regarding the Education Assistants (EAs) and General School Assistants (GSAs) conduct at school and describes the disciplinary processes to be implemented by the school concerning transgressions by these EAs and GSAs.

The Code applies to all EAs and GSAs while they are on the school premises or when they are away from school representing it or attending school functions.

By signing the employment contract, the EAs and GSAs are committing to abide by this Code of Conduct.

The administration of the Code of Conduct is the responsibility of the School's Management.

GENERAL PRINCIPLES

EAs and GSAs are expected at all times:

1. To behave in a courteous and considerate manner towards each other, learners, all staff members of the school and visitors to the school.
2. To appear neat and tidy at all times.
3. Not to behave in a manner that will disrupt teaching and learning activities in a school.
4. To obey lawful and reasonable instructions from those in position of authority.

Assistant Signature -----

Date-----

REPORTING FOR DUTY

All EAs and GSAs are required:

1. To report for duty as stipulated in their employment contract and start work at the official starting time.
2. To sign the attendance register when they report for duty and when they leave the school at close of business.
3. To fill in a leave form for the hours he/she have missed, if he/she arrives late for work. The leave form will be captured as leave for a day once the hours missed make a full day hours of work.
4. To report any absence from work to the school principal. Absence for five (5) days or more, without a valid reason or permission by the school principal constitutes misconduct that may lead to termination of contract.
5. To not leave the school premises or work during working hours without the permission of the school principal.

GENERAL RULES

1. EAs and GSAs must respect the beliefs, culture, dignity and rights of others as well as their right to privacy and confidentiality.
2. Unruly, rude and/or offensive behavior is prohibited.
3. Language that is seen as pejorative, discriminatory or racist is prohibited.
4. Any act that belittles, demeans or humiliates another person's culture, race or religion is prohibited.
5. Stealing is prohibited.
6. No dangerous objects or illegal drugs will be brought into and/or used in the school premises.
7. Drinking of alcohol during working hours is prohibited. Therefore, performing duties under the influence of alcohol is also prohibited.

Assistant Signature -----

Date-----

DISCIPLINARY PROCEDURE

The responsibility to discipline EAs and GSAs lies with the school principal and the principal is expected to report any disciplinary action and decision taken to the District Office.

The disciplinary procedures will be applied in line with the Schedule 8 of the Labour Relations Act 66 of 1995 as amended and the applicable School's Disciplinary Code and Procedures.

MISCONDUCT THAT WARRANTS DISCIPLINARY ACTION

1. Misconduct takes place when EA or GSA disregards or contravene the rules of the workplace as stated in this Code. Some of the rules are the terms of the employment contract.
2. Besides the above, EA and GSA commit misconduct if he/she commits one of the following:
 - 2.1 If he/she steals from anyone in the school.
 - 2.2 If he/she commits an act of sexual assault on a learner or other co-worker.
 - 2.3 Having sexual relationship with a learner.
 - 2.4 Seriously assaulting with intention to cause grievous bodily harm to a learner or other co-worker.
 - 2.7 Illegal possession of an intoxicating, illegal or stupefying substance.
 - 2.8 If he/she commits a common law or statutory offence (e.g. murder or rape)
 - 2.9 Causing a learner to perform any acts contemplated in 2.1 to 2.8 above.

The above- mentioned misconduct acts are considered serious in nature and warrant termination of the contract.

- 2.10 Making racial remarks.
- 2.11 If he/she is absent from work without a valid reason or permission from the school principal.
- 2.12 Always reporting late for work, or taking longer breaks than required.
- 2.13 Shows disrespect or fails to obey lawful and reasonable instructions given by persons of authority.
- 2.14 Intentionally damaging another person's possessions/ property.
- 2.15 Swearing or using obscene gestures
- 2.16 If he/she is involved in/commits any act that brings the school's name into disrepute.
- 2.17 While on duty, conducts himself/herself in an improper, disgraceful or unacceptable manner.
- 2.18 If he/she commits an act of dishonesty.

Assistant Signature -----

Date-----

If an EA or GSA is found guilty of committing one of the above-mentioned misconducts, the sanction might be:

1. A warning (either verbal, written or final written)
2. Termination of contract of employment

APPEAL PROCESS

1. An Education Assistant or General School Assistant whose services have been terminated as result of misconduct as contemplated above, may appeal to the District Manager against the sanction imposed by the Principal within 3 working days of receiving the sanction.
2. The District Director must within 3 working days consider the appeal, and may
 - a. Uphold the appeal or
 - b. Dismiss the appeal
3. The Principal must immediately implement the decision of the District Director.

Assistant Signature -----

Date-----

ANNEXURE B: MONTHLY PERFORMANCE REPORT: EDUCATION ASSISTANT / GENERAL SCHOOL ASSISTANT

Department of Basic Education
Monthly Performance Report: Education Assistant / General School Assistant

This performance report should be completed online on each Education Assistant / General School Assistant by the school principal on the last school day of each month					
Appointment Level	Education Assistant		General Assistant		
Employee Name	Surname:		First Names		
ID Number				D.O.B.	
Stipend:	R 4080 less 1% UIF			Province	
Period of contract	From:		To:		District
School Name				Circuit	
Principal's Name					
Mentor's Name					
School Category	Primary	Secondary	Combined	Special	
EMIS Number					
Quintile Rank	1	2	3	4	5

Rate the performance of Education Assistant / General School Assistant

1. General Factors

<i>Tick the appropriate column</i>	Satisfactory	Unsatisfactory
1. Attendance		
2. Reliability		
3. Thoroughness and Accuracy		
4. Willingness to Learn		
5. Friendliness and Helpfulness		
6. Flexibility		
7. Cooperation with colleagues		
8. Initiative and Creativity		

2. Key responsibilities (Identify and rate at least 5 activities undertaken as per Job Description)

Key Responsibilities	Satisfactory	Unsatisfactory
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Details of any training programmes/activities to which the Education Assistant/ General School Assistant have been subjected to during the month:

Overall Remarks by Principals:

Employee's Remarks:

.....
Employee Signature

.....
Date

.....
Principal's/ Mentor Signature

.....
Date

ANNEXURE C: SAMPLE TESTIMONIAL/LETTER OF REFERENCE FOR ASSISTANTS

School Letterhead

TO WHOM IT MAY CONCERN

EMPLOYMENT REFERENCE

This is to certify that Mr/Ms _____ (ID NO: _____) was employed on contract at _____ school as part of the Presidential Youth Employment Initiative (PYEI) as follows:

Job Title	Education Assistant / General School Assistant
Mentor's Name	
Commencement Date	
End of contract/leaving date	

During the above period of employment, Mr / Ms _____ acquired the following skills:

1	
2	
3	
4	
5	

Yours sincerely

PRINCIPAL
DATE:

School Stamp

ANNEXURE D: SAMPLE LETTER FOR ACCEPTANCE OF THE OFFER AND DECLARATION

I _____ ID NUMBER _____

Accept the placement offer of EDUCATION ASSISTANT / GENERAL SCHOOL ASSISTANT

At _____ School on _____ 2021

I further declare and confirm that:

- I am Youth at age 18 – 35 years (18 or above when applying, or 34 years turning 35 on or before end of March 2023);
- I am a South African Youth with a valid RSA ID book or valid passport and work permits
- I am residing at the location of the school (5-8 km radius);
- I am the only one with this opportunity at home;
- I meet the requirements per category and sub-category applied for;
- I promise to be at work all days and to do the work assigned to me
- I am NOT in Education, NOT in Employment, NOT in Training (NEET) – not involved in any form of studies for the entire period;
- I am not studying part-time or full-time or online.
- I am NOT receiving government grants (NSFAS, Funza Lushaka, including R350 COVID-19 Social Relief of Distress Grant);
- I am NOT receiving any other form of STIPEND, WAGE or SALARY;
- I do not have criminal record/s;
- I was not unfairly advantaged above others due to staff members (SMT or SGB) knowing me;
- I am NOT participating in any Learnership

SIGNATURE

DATE

School Stamp

ANNEXURE E: SAMPLE / TIMESHEETS / ATTENDANCE REGISTERS

[illegible]

TO BE USED AS TIMESHEET FOR EA OR GSA REPORTED FOR DUTY

ANNEXURE F: REGISTER FOR TRAINING ATTENDED

[illegible]

EA OR GSA TO SIGN ONLY ON DAYS THEY ATTENDED TRAINING

ANNEXURE G: DECLARATION FOR PRINCIPALS

DECLARATION FOR CORRECTNESS OF INFORMATION

School Stamp

I _____ Principal of _____

Declare that the information provided to the circuit and district office on the Presidential Youth Employment Initiative (PYEI) is correct

- Youth transitioned from Phase II to Phase III will be youth who meet the requirements for placement in PYEI
- Youth will sign employment contract
- Youth will be assigned a mentor/supervisor
- Youth will be assigned duties
- Youth will be encouraged to attend training offered as part of the initiative
- Youth will be managed and regarded as part of employees of the school
- Youth's performance will be assessed continuously in order to add value to their career growth
- Money allocated to the school for the initiative will be utilised for the purpose intended
- Youth will be paid the correct amounts as stipulated in the implementation framework
- Youth will receive testimonial at the end of the project/phase

Signature

Date