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DEPARTMENT OF EDUCATION

No. 9

13 January 1995

VAAL TRIANGLE TECHNIKON: STATUTE

TECHNIKONS ACT, 1993
(ACT No. 125 OF 1993)

STATUTE OF THE VAAL TRIANGLE TECHNIKON

The Council of the Vaal Triangle Technikon has, under section 18 (1) of the Technikons Act, 1993 (Act No. 125 of 1993), with the approval of the Minister of Education drafted the following Statute:

DEPARTEMENT VAN ONDERWYS

No. 9

13 Januarie 1995

VAALDRIEHOEKSE TECHNIKON: STATUUT

WET OP TECHNIKONS, 1993
(WET No. 125 VAN 1993)

STATUUT VAN DIE VAALDRIEHOEKSE TECHNIKON

Die Raad van die Vaaldriehoekse Technikon het kragtens artikel 18 (1) van die Wet op Technikons, 1993 (Wet No. 125 van 1993), met die goedkeuring van die Minister van Onderwys, die volgende Statuut opgestel:

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DEFINITIONS

1. In this Statute any expression to which a meaning has been assigned by the Act, shall have the meaning so assigned, unless the context otherwise indicates—

“**calendar month**” means a period extending from the first to the last day, both days inclusive, of any one of the twelve (12) months of the year;

“**donor**” means any body or person that donates a total amount in cash or kind of not less than R5 000 to the Technikon or who has undertaken to donate an amount of not less than R5 000 to the Technikon in regular instalments over a period of not more than four (4) years and who is not in arrears with his instalments;

“**employee**” means a person employed full-time or part-time in a permanent or temporary capacity at the Technikon;

WOORDOMSKRYWING

1. In hierdie Statuut het enige uitdrukking waaraan 'n betekenis geheg is deur die Wet, daardie betekenis, en tensy uit die samehang anders blyk, beteken—

“**die Wet**” die Wet op Technikons, 1993 (Wet No. 125 van 1993);

“**kalendermaand**” 'n tydperk wat strek vanaf die eerste tot die laaste dag, beide datums ingeslote, van enigeen van die twaalf (12) maande van die jaar;

“**permanente werknemer**” 'n persoon wat in 'n permanente hoedanigheid deur die Raad by die Technikon aangestel is, of wat geag word as sodanig aangestel te wees, alhoewel hy aangestel is—

- (a) op proef;
- (b) in 'n pos wat bedoel is vir 'n persoon van 'n rang wat laer of hoër is as sy eie rang; of
- (c) in 'n pos bykomend tot die vaste diensstaat van die Technikon;

"permanent employee" means a person who is appointed at the Technikon by the Council in a permanent capacity, or who is deemed to have been so appointed, even though he may have been appointed—

- (a) on probation;
- (b) to a post intended for a person of a rank higher or lower than his own rank; or
- (c) to a post additional to the fixed establishment of the Technikon;

"salary" means the salary or wage normally payable to an employee when he is in the service of the Technikon, and includes allowances which do not form part of his salary or wage;

"salary increment" means the approved amount by which a salary may be increased in accordance with the appropriate salary scale;

"Secretary to the Council" means the person referred to in paragraph 11;

"Technikon" in this Statute means the Vaal Triangel Technikon;

"the Act" means the Technikons Act, 1993 (Act No. 125 of 1993).

CHANCELLOR

Powers, privileges and functions

2. (1) The Chancellor shall be the titular head of the Technikon and shall, subject to the provisions of the Certification Council for Technikon Education Act, 1986 (Act No. 88 of 1986), award all technikon certificates on behalf of the Technikon.

(2) The Chancellor shall have no other powers, privileges and functions than those described in subparagraph (1).

Term of office

3. (1) The Chancellor shall hold office for a period of four (4) years, unless he tenders his resignation in writing to the Council or for any other reason vacates his office before the expiry of his term of office.

(2) The Chancellor may be removed from office by a resolution of not less than seventy-five per cent (75%) of the members of the Council on account of misconduct, incapacity to carry out his official duties or owing to any other reason that the Council may deem adequate.

(3) The Chancellor shall be eligible for re-election.

Election

4. (1) The Chairman of the Council shall determine the date on which a meeting of the Council shall be held for the purpose of electing a Chancellor: Provided that such meeting shall be held within ninety (90) days after the office of Chancellor becomes vacant.

(2) The Secretary to the Council shall give notice of the expiry of the term of office of the Chancellor to every member of the Council and such notice shall indicate the date, place and time of the meeting referred to in subparagraph (1) and invite members of the Council to submit nominations for the office of Chancellor on a form approved by the Rector: Provided that any member shall be at liberty to supplement the information on the approved form if he so desires.

"salaris" die salaris of loon wat normaalweg betaalbaar is aan 'n werknemer wanneer hy in diens van die Technikon is, en sluit dit die toelae in wat nie deel uitmaak van sy salaris of loon nie;

"salarisverhoging" die goedgekeurde bedrag waarmee 'n salaris verhoog mag word ooreenkomstig die toepaslike salarisskaal;

"Sekretaris van die Raad" die persoon in paragraaf 11 bedoel;

"skenker" enige liggaam of persoon wat 'n totale bedrag in kontant of andersins van nie minder nie as R5 000 aan die Technikon skenk of wat onderneem het om 'n bedrag van nie minder as R5 000 aan die Technikon te skenk, in gereelde paaieimente oor 'n tydperk van nie langer as vier (4) jaar nie en wat nie agterstallig is met sy paaieimente nie;

"Technikon" in hierdie Statuut, die Vaaldriehoekse Technikon;

"werknemer" 'n persoon wat voltydse of deeltjds in 'n permanente of tydelike hoedanigheid deur die Technikon in diens is.

KANSELIER

Bevoegdhe, voorregte en werksaamhede

2. (1) Die Kanselier is die titulêre hoof van die Technikon en, behoudens die bepalings van die Wet op die Sertifiseringsraad vir Technikononderwys, 1986 (Wet No. 88 van 1986), ken hy alle technikon sertifikate namens die Technikon toe.

(2) Die Kanselier het geen ander bevoegdhe, voorregte en werksaamhede as die in subparagraaf (1) beskryf nie.

Ampstermyn

3. (1) Die Kanselier beklee sy amp vir 'n tydperk van vier (4) jaar, tensy hy sy skriftelike bedanking by die Raad indien of sy amp om enige ander rede voor die verstryking van sy ampstermyn ontruim.

(2) Die Kanselier kan deur 'n besluit wat geneem word deur minstens vyf-en-sewentig persent (75%) van die lede van die Raad, van sy amp onthef word op grond van wangedrag, onbevoegdheid om sy amptelike pligte uit te voer of om enige ander rede wat deur die Raad as voldoende beskou word.

(3) Die Kanselier is herkiesbaar.

Verkiesing

4. (1) Die Voorsitter van die Raad bepaal die datum waarop 'n vergadering van die Raad plaasvind vir die verkiesing van 'n Kanselier: Met dien verstande dat so 'n vergadering binne negentig (90) dae nadat die kanseliersamp vakant geraak het, plaasvind.

(2) Die Sekretaris van die Raad gee kennis aan elke lid van die Raad, van die verstryking van die ampstermyn van die Kanselier, en sodanige kennisgewing dui die datum, plek en tyd van die vergadering, soos in subparagraaf (1) bedoel, aan, en alle lede van die Raad uitnoodi om nominasies vir die Kanseliersamp op 'n vorm soos goedgekeur deur die Rektor, voor te lê: Met dien verstande dat dit enige lid vrystaan om addisionele inligting op die goedgekeurde vorm aan te bring, indien so verkies.

(3) The completed nomination forms shall reach the Secretary to the Council at least twenty-one (21) days before the date of the meeting referred to in subparagraph (1).

(4) The Secretary to the Council shall, within three (3) days after the closing date for nominations, give notice to every member of the Council of the nominations received.

(5) No person shall be elected to the office of Chancellor unless he has been nominated in writing, with his written consent, by at least two (2) members of the Council.

(6) The Council shall elect a Chancellor by secret ballot.

(7) A candidate shall be elected to the office of Chancellor by not less than a seventy-five per cent (75%) majority of all the members of the Council present.

(8) Each member of the Council shall have only one (1) vote during each ballot: Provided that there shall be a series of ballots if no candidate gains a seventy-five per cent (75%) majority of the votes in the first ballot.

(9) In each successive round of voting the candidate who gained the least support in the previous ballot shall be eliminated as candidate.

(10) After the Council has elected a Chancellor, the name of the new Chancellor shall be announced by the Chairman of the Council.

Vacancy

5. (1) If the office of Chancellor becomes vacant the provisions of paragraph 4 shall *mutatis mutandis* be applicable to the filling of such vacancy.

(2) The person elected in terms of subparagraph (1) shall serve in office for the unexpired period of office of his predecessor.

RECTOR

Powers, privileges and functions

6. The Rector is the Vice-Chancellor, the Chief Executive Officer of the Technikon and Chairman of the Academic Board and shall as such be responsible for the general management and supervision of the Technikon.

Acting Rector

7. An acting Rector shall be designated by the Council for periods of absence of the Rector exceeding seven (7) days, other than periods of absence for normal leave purposes, but excluding periods of sick or special leave, and such an acting Rector shall have the same powers, privileges and functions as the Rector.

Term of office

8. The Rector shall hold office up to the normal retirement age of academic staff of the Technikon: Provided that the Council may extend the term of office by not more than five (5) years.

(3) Die voltooië nominasievorm moet die Sekretaris van die Raad minstens een-en-twintig (21) dae voor die datum van die vergadering in subparagraaf (1) bedoel, bereik.

(4) Die Sekretaris van die Raad moet binne drie (3) dae na die sluitingsdatum vir nominasies aan elke lid van die Raad kennis gee van die nominasies ontvang.

(5) Geen persoon word tot die Kanseliersamp verkies nie, tensy hy met sy skriftelike toestemming skriftelik deur minstens twee (2) lede van die Raad genomineer is.

(6) Die Raad verkies 'n Kanselier deur middel van geheime stemming.

(7) 'n Kandidaat word verkies tot die amp van Kanselier deur 'n meerderheid van minstens vyf-en-sewentig persent (75%) van alle lede van die Raad teenwoordig.

(8) Elke Raadslid het slegs een (1) stem gedurende elke stemming: Met dien verstande dat daar 'n reeks verkiesings moet wees as geen kandidaat 'n meerderheid van vyf-en-sewentig (75%) stemme op hom kan verenig tydens die eerste stemming nie.

(9) In elke opeenvolgende stemrondte word die kandidaat met die minste steun in die vorige stemrondte as kandidaat uitgeskakel.

(10) Nadat die Raad 'n Kanselier verkies het, word die naam van die nuwe Kanselier deur die Voorsitter van die Raad aangekondig.

Vakature

5. (1) Indien die amp van die Kanselier vakant raak, is die bepalings van paragraaf 4 *mutatis mutandis* van toepassing op die vulling van sodanige vakature.

(2) 'n Persoon wat ingevolge subparagraaf (1) verkies word, dien in die amp vir die onverstrekte gedeelte van sy voorganger se termyn.

REKTOR

Bevoegdhede, voorregte en werksaamhede

6. Die Rector is die Vise-Kanselier, die Hoof Uitvoerende Beampte van die Technikon en ook Voorsitter van die Akademiese Raad en as sodanig is hy verantwoordelik vir die algemene bestuur en toesig oor die Technikon.

Waarnemende rektor

7. 'n Waarnemende Rector word aangewys deur die Raad vir tydperke wanneer die Rector vir meer as sewe (7) dae afwesig is, behalwe wanneer hierdie tydperke vir normale verlofdoeleindes geld, met uitsluiting van tydperke van siekte- of spesiale verlof, en sodanige waarnemende Rector het dieselfde bevoegdhede, voorregte en werksaamhede as die Rector.

Ampstermyn

8. Die ampstermyn van die Rector strek tot die normale aftree-ouderdom van akademiese personeel aan die Technikon: Met dien verstande dat die Raad die ampstermyn kan verleng met nie langer nie as vyf (5) jaar.

Election and appointment

9. (1) The Secretary to the Council shall, at least three (3) months before the Rector retires, and if the office becomes vacant for any other reason, within fourteen (14) days after the office becomes vacant, give notice to every member of the Council of such vacancy.

(2) At a special meeting of the Council, convened for this purpose, the Council shall appoint a special committee for the purpose of designation of a candidate and recommending his appointment to the Council after consultation with the Academic Board.

(3) The special committee shall consist of not less than five (5) members: Provided that candidates for the post shall not be members of the special committee.

(4) The Secretary to the Council shall *ex officio* be the secretary to the special committee referred to in subparagraph (2).

(5) The Secretary to the Council shall, at the direction of the special committee, place an advertisement for the post of Rector in a national newspaper.

(6) The Secretary to the Council shall, within five (5) days after the closing date for application as stated in the advertisement referred to in subparagraph (5), call a meeting of the special committee to compile a short list of candidates for the office of Rector and arrange for personal interviews with persons whose name appear on the short list.

(7) The special committee shall, after personal interviews with all the persons on the short list have been conducted, designate one candidate for recommendation to the Council for appointment to the office of Rector: Provided that the names of all applicants, including the names of the short-listed candidates, shall also be submitted to the Council.

(8) The Council shall vote by secret ballot on the appointment of the proposed candidate to the office of Rector and a simple majority of votes shall carry the proposal.

(9) If a candidate cannot obtain a simple majority, the Council shall vote, by secret ballot on all the short-listed candidates.

(10) If no candidate gains a simple majority, a series of ballots shall take place.

(11) In each successive round of voting the candidate with the least support in the previous ballot shall be eliminated as a candidate.

(12) The successful candidate shall be appointed in writing by the Chairman of the Council.

COUNCIL**Chairman and Vice-Chairman**

10. (1) The members of Council shall at the first meeting of the Council and thereafter when it becomes necessary elect from amongst their number a Chairman and a Vice-Chairman who shall each hold office for a period of two (2) years, or for such shorter period as he may be a members of the Council.

Verkiezing en aanstelling

9. (1) Die Sekretaris van die Raad gee minstens drie (3) maande voordat die Rektor aftree en indien die amp om enige ander rede vakant raak binne veertien (14) dae nadat die amp aldus vakant geraak het, daarvan kennis aan elke lid van die Raad.

(2) Op 'n spesiale vergadering van die Raad wat vir die doel belê is, stel die Raad 'n spesiale komitee aan vir die doel om 'n kandidaat aan te wys, om na oorlegpleging met die Akademiese Raad, sy aanstelling by die Raad aan te beveel.

(3) Die spesiale komitee bestaan uit minstens vyf (5) lede: Met dien verstande dat kandidate vir die pos nie lede van die spesiale komitee mag wees nie.

(4) Die Sekretaris van die Raad is *ex officio* die sekretaris van die spesiale komitee in subparagraaf (2) bedoel.

(5) Die Sekretaris van die Raad plaas in opdrag van die spesiale komitee 'n advertensie vir die pos van Rektor in 'n nasionale nuusblad.

(6) Die Sekretaris van die Raad belê binne vyf (5) dae na die sluitingsdatum vir aansoeke, soos in die advertensie in subparagraaf (5) bedoel, 'n vergadering van die spesiale komitee om 'n kortlys van kandidate vir die amp van Rektor op te stel en om reëlings te tref vir persoonlike onderhoude met die persone wie se name op die kortlys verskyn.

(7) Die spesiale komitee wys, nadat persoonlike onderhoude gevoer is met al die persone op die kortlys, een kandidaat aan vir aanbeveling aan die Raad vir aanstelling in die amp van Rektor: Met dien verstande dat die name van alle applikante, insluitend die name van die persone op die kortlys, ook aan die Raad voorgelê moet word.

(8) Die Raad stem per geheime stemming oor die aanstelling van die aanbevole kandidaat in die amp van Rektor, en 'n gewone meerderheid van stemme bekragtig die aanbeveling.

(9) Indien 'n gewone meerderheid van stemme nie op 'n kandidaat verenig kon word nie, stem die Raad per geheime stemming oor al die kandidate op die kortlys.

(10) Indien geen kandidaat 'n gewone meerderheid van stemme op hom kan verenig nie, word 'n reeks stemrondtes gehou.

(11) In elke opeenvolgende stemrondte word die kandidaat met die minste steun in die vorige stemrondte, uitgeskakel.

(12) Die suksesvolle kandidaat word skriftelik deur die Voorsitter van die raad aangestel.

RAAD**Voorsitter en Ondervoorsitter**

10. (1) Die lede van die Raad, verkies op die eerste vergadering van die Raad en daarna wanneer dit nodig word, 'n Voorsitter en Ondervoorsitter uit hul geledere, en elk beklee sy amp vir 'n tydperk van twee (2) jaar, of vir sodanige korter tydperk as wat hy lid van die Raad is.

(2) Nominations for the office of Chairman or Vice-Chairman of the Council shall be submitted in writing to the Secretary to the Council.

(3) If more than one candidate is nominated for one of the offices, voting shall be by secret ballot.

(4) A candidate may be elected to the office of Chairman or Vice-Chairman only by a majority of the members present at the meeting of the Council.

(5) Each member of the Council shall have only one (1) vote during each round of voting: Provided that there shall be a series of ballots if no candidate gains a majority in the first ballot.

(6) In each successive round of voting the candidate who gained the least support in the previous ballot shall be eliminated as candidate.

(7) Whenever a vacancy occurs in the office of Chairman or Vice-Chairman the provisions of subparagraph (1) to (5) shall *mutatis mutandis* be applicable to the filling of the vacancy.

(8) The person elected in terms of subparagraph (7) shall hold office for the unexpired term of his predecessor.

(9) The retiring Chairman and Vice-Chairman shall be eligible for re-election.

Secretary

11. (1) The Secretary to the Council shall be appointed by the Rector: Provided that the Rector may appoint any other employee to assist the Secretary or to act in his place.

(2) The Secretary shall act as electoral officer at all meetings of the Council.

(3) The Secretary shall attend all meetings of the Council and may take part in discussions, but may not vote.

Meetings

12. (1) A quorum for a meeting of the Council shall consist of fifty per cent (50%) of the members of the Council.

(2) The Secretary to the Council shall, at least ten (10) days before the date set for any meeting, give notice in writing to each member of the Council of such meeting, setting forth the matters to be dealt with as well as the time and place of such a meeting including a copy of the minutes of any previous meeting.

(3) Notice of matters for consideration shall be submitted to the Secretary to the Council at least five (5) days prior to the date on which he is required to give notice of such meeting: Provided that a member may raise matters of a serious or an urgent nature at the meeting without prior notice if he procures the consent of at least seventy-five per cent (75%) of the members present.

(4) The Chairman may convene an extraordinary meeting of the Council whenever he may deem it necessary, and he shall convene such a meeting at the written request of any five members, clearly stating the purpose of the meeting in such request.

(2) Skriftelike nominasies vir die amp van Voorsitter of Ondervoorsitter van die Raad word by die Sekretaris van die Raad ingedien.

(3) Indien meer as een kandidaat vir een van die ampte genomineer word, moet 'n geheime stemming plaasvind.

(4) 'n Kandidaat kan slegs deur 'n meerderheid van die lede teenwoordig by die Raadsvergadering tot die amp van Voorsitter of Ondervoorsitter verkies word.

(5) Elke lid van die Raad het slegs een (1) stem gedurende elke stemronde: Met dien verstande dat daar 'n reeks stemmings moet wees as geen kandidaat 'n meerderheid tydens die eerste stemronde op hom kan verenig nie.

(6) In elke opeenvolgende stemronde word die kandidaat wat die minste ondersteuning in die vorige stemronde behaal het, as kandidaat uitgeskakel.

(7) Indien die amp van Voorsitter of Ondervoorsitter om enige rede vakant raak, is die bepalings van subparagrafe (1) tot (5) *mutatis mutandis* van toepassing op die vulling van die vakature.

(8) Die persoon wat ingevolge subparagraaf (7) verkies word, beklee sy amp vir die onverstreke termyn van sy voorganger se ampstermyn.

(9) Die uittredende Voorsitter en Ondervoorsitter is herkiesbaar.

Sekretaris

11. (1) Die Sekretaris van die Raad word deur die Rector aangestel: Met dien verstande dat die Rector 'n ander werknemer kan aanstel om die Sekretaris behulpsaam te wees of om in sy plek waar te neem.

(2) Die Sekretaris tree as verkiesingsbeampte by alle Raadsvergaderings op.

(3) Die Sekretaris woon alle Raadsvergaderings by en kan aan besprekings deelneem, maar kan nie stem nie.

Vergaderings

12. (1) Vyftig persent (50%) van die lede van die Raad, maak 'n kworum vir 'n vergadering van die Raad uit.

(2) Die Sekretaris van die Raad gee minstens tien (10) dae voor die datum wat bepaal is vir 'n vergadering, aan elke Raadslid skriftelik kennis van sodanige vergadering, met 'n uiteensetting van die sake wat op die vergadering behandel word en die tyd en plek van sodanige vergadering, sowel as 'n afskrif van die notule van enige vorige vergaderings.

(3) Kennisgewing van sake vir oorweging word ingedien by die Sekretaris van die Raad minstens vyf (5) dae voor die datum waarop hy moet kennis gee van sodanige vergadering: Met dien verstande dat 'n lid sake van 'n ernstige of dringende aard by 'n vergadering mag opper sonder vooraf kennisgewing indien hy die toestemming van minstens vyf-en-sewentig persent (75%) van lede teenwoordig verkry het.

(4) 'n Buitengewone vergadering van die Raad kan deur die Voorsitter van die Raad belê word indien hy dit nodig ag en hy belê sodanige vergadering indien hy skriftelik daartoe versoek word deur enige vyf lede wat die doel van die vergadering duidelik uiteensit in die versoek.

(5) No matters other than those for which the extraordinary meeting was convened, shall be transacted at such meeting, except with the consent of the meeting granted on an unopposed motion.

(6) The Council may invite persons who are not members to attend meetings: Provided that such persons may take part in the discussion, but may not vote.

Minutes of Council meetings

13. (1) The Secretary to the Council shall keep minutes of each meeting of the Council and shall include such minutes with the agenda of the next Council meeting.

(2) At every ordinary meeting of the Council, the minutes of the last preceding ordinary meeting and of any extraordinary meeting held subsequently, shall be read and confirmed by the signature of the Chairman: Provided that any objection to the minutes shall be raised and dealt with before confirmation of the minutes: Provided further that the meeting may take the minutes as read if a copy thereof was sent to each member in accordance with paragraph 12 (2).

Register of resolutions of Council

14. The Secretary shall keep a complete register of Council resolutions adopted in terms of this Statute and all members of the Council shall have access to such register.

Discussion of motions

15. (1) No member of the Council shall, without the leave of the meeting, speak more than once on a specific motion or amendment, but the proposer of a motion or amendment shall have the right of reply: Provided that the member may move that the matter under discussion be dealt with in committee: Provided further that, if such a motion is seconded, it shall be put to vote without further discussion and that, if such motion is adopted, the Council shall immediately go into committee, whereafter a member may speak more than once on the subject under discussion.

(2) A motion or amendment shall be seconded and shall, if so directed by the Chairman, be in writing, and no motion or amendment shall be withdrawn without the consent of the proposer, the seconder and the meeting.

Voting

16. (1) Except as otherwise provided in this Statute, all matters shall be decided by a simple majority of all members present.

(2) The Chairman shall have an ordinary and a casting vote: Provided that in the case of a vote by secret ballot, he shall not have a casting vote.

(3) In the event of a tie of votes in a secret ballot, the issue shall be decided by lot.

(4) In the event of a tie of votes excluding a secret ballot as contemplated in subparagraph (3) a motion shall be rejected.

(5) Geen sake buiten dié waarvoor die buitengewone vergadering belê is, mag gedurende die vergadering behandel word nie, tensy die vergadering daartoe toestem deur middel van 'n onbestrede mosie.

(6) Die Raad kan persone wat nie lede is nie, uitnooi om vergaderings by te woon: Met dien verstande dat sulke persone mag deelneem aan bespreking maar buite stemming moet bly.

Notule van Raadsvergaderings

13. (1) Die Sekretaris van die Raad hou notule van elke Raadsvergadering en sodanige notule word ingesluit by die agenda van die daaropvolgende Raadsvergaderings.

(2) Tydens elke gewone vergadering van die Raad word die notule van die laaste voorafgaande gewone vergadering en van enige buitengewone vergadering wat daarna gehou is, geëes en goedgekeur deur die aanbring van die handtekening van die Voorsitter: Met dien verstande dat enige beswaar teen die notule geopper en uitgeklaar word, voordat die notule goedgekeur word: Met dien verstande voorts dat die vergadering die notule as geëse kan beskou indien 'n afskrif daarvan vooraf aan elke lid gestuur is ooreenkomstig paragraaf 12 (2).

Raad se besluitnemingsregister

14. Die Sekretaris hou 'n volledige register van Raadsbesluite wat aanvaar is ingevolge hierdie Statuut by, en alle lede van die Raad het insae in sodanige register.

Bespreking van mosies

15. (1) Geen Raadslid mag sonder toestemming van die vergadering meer as een spreekbeurt hê oor 'n spesifieke mosie of amendement nie, maar die voorsteller van 'n mosie of amendement het die reg om te antwoord: Met dien verstande dat die lid kan versoek dat die saak onder bespreking in komitee hanteer word: Met dien verstande voorts dat, indien sodanige mosie gesekondeer word, dit aan stemming onderwerp word sonder verdere bespreking en dat, indien sodanige mosie aanvaar word, die Raad onmiddellik in komitee gaan, waarna 'n lid meer as een spreekbeurt oor die onderwerp onder bespreking kan kry.

(2) 'n Mosie of amendement word gesekondeer, en indien die Voorsitter dit vereis, moet dit skriftelik wees, en geen mosie of amendement mag teruggetrek word sonder die toestemming van die voorsteller, die sekondant en die vergadering nie.

Stemming

16. (1) Tensy andersins in hierdie Statuut bepaal, word besluite oor alle sake geneem deur 'n gewone meerderheid van lede teenwoordig.

(2) Die Voorsitter het 'n gewone en 'n beslissende stem: Met dien verstande dat in die geval van 'n geheime stemming hy nie 'n beslissende stem het nie.

(3) In die geval van 'n staking van stemme by 'n geheime stemming, word die aangeleentheid deur middel van loting beslis.

(4) In die geval van 'n staking van stemme uitgesonderd 'n geheime stemming soos in subparagraaf (3) bedoel, word 'n mosie verwerp.

(5) If members present during any vote on a motion abstain from voting, their abstentions shall be noted of such.

(6) If it is so decided by the meeting, the number of members voting for or against any motion shall be recorded and, at the request of any member, the Chairman shall direct that the vote of such member be recorded.

(7) Where at least seventy-five per cent (75%) of the members of the Council have reached agreement on a matter referred to them by letter or telefax by the Chairman of the Council without convening a meeting, and have conveyed their resolution to the Council by letter or by telefax, such resolution shall be deemed to be a resolution of the Council and shall be recorded in the minutes of the next ordinary meeting.

(8) If a member of the Council is unable to attend a meeting, his views on any matter on the agenda concerned may be communicated to the meeting in writing, but shall not count as a vote by the member concerned.

(9) No member of the Council may participate in the discussion of or vote on a matter in which he has a direct or indirect pecuniary or financial or other material interest, unless he first discloses the extent of his interest and obtains the permission of the meeting to participate in the discussion or vote on the matter or both: Provided that if a member of the Council, without the Council's permission, participates in the proceedings of the Council in connection with a matter in which the member does have a direct or indirect pecuniary or financial or other material interest, voting by members of the Council on such a matter shall be invalid.

Ruling by the Chairman

17. The ruling of the Chairman on any point of order or procedure shall be binding, unless immediately challenged by a member, in which event such ruling shall be submitted to the meeting without discussion and the decision of the meeting shall be final.

Drafting, amending or repeal of statute or rule

18. No motion to draft, amend or repeal a statute or rule shall be of force and effect unless adopted by at least seventy-five per cent (75%) of the members present at the meeting.

Emergency meetings of the Council

19. (1) An emergency meeting may be called by the Chairman at any time: Provided that members shall be given at least twenty-four (24) hours' notice of such meeting: Provided further that notice may be given in any manner deemed expedient by the Chairman in the circumstances.

(2) Members shall be notified of the purpose of an emergency meeting, and no business other than that of which notice has been given to members shall be transacted at such meeting.

Number of Council Meetings

20. The Chairman shall convene a meeting of the Council once per technikon term at the seat of the Technikon.

(5) Indien enige lede teenwoordig gedurende die stemming oor 'n mosie buite stemming bly, word hulle stemme as sodanig aangeteken.

(6) Indien die vergadering so besluit, moet die aantal lede wat vir of teen 'n mosie stem, genotuleer word, en op versoek van enige lid moet die Voorsitter opdrag gee dat die stem van sodanige lid genotuleer word.

(7) Indien minstens vyf-en-sewentig persent (75%) van die Raadslede eenstemmigheid bereik het oor 'n saak wat deur die voorsitter van die Raad per brief of per telefaks na hulle verwys is sonder om 'n vergadering te belê, en indien hulle hul besluit per brief of per telefaks oorgedra het aan die Raad, word sodanige besluit geag 'n Raadsbesluit te wees en in die notule van die volgende gewone vergadering aangeteken.

(8) Indien 'n Raadslid nie in staat is om 'n vergadering by te woon nie, kan hy sy siening oor enige saak op die betrokke agenda skriftelik aan die vergadering bekend maak, maar dit tel nie as 'n stem deur die betrokke lid nie.

(9) Geen Raadslid mag deelneem aan die bespreking van of stemming oor 'n saak waarby hy 'n direkte of indirekte geldelike of finansiële of ander materiële belang het nie, tensy hy eers die omvang van sy belang bekend maak en die toestemming van die vergadering bekom om deel te neem aan die bespreking of om te stem oor die saak of albei: Met dien verstande dat indien 'n Raadslid sonder die Raad se toestemming deelneem aan die verrigtinge van die Raad in verband met 'n saak waarby die lid 'n direkte of indirekte geldelike of finansiële of ander materiële belang het, stemming oor sodanige saak deur lede van die Raad ongeldig is.

Voorsitter se beslissing

17. Die Voorsitter se beslissing oor enige punt van orde of prosedure is bindend, tensy dit onmiddellik bevraagteken word deur 'n lid, in welke geval sodanige beslissing sonder bespreking aan die vergadering voorgelê moet word en in só geval is die beslissing van die vergadering finaal.

Opstel, wysiging of herroeping van statuut of reël

18. Geen mosie om 'n statuut of reël op te stel, te wysig of te herroep, is van krag nie, tensy dit aanvaar word deur minstens vyf-en-sewentig persent (75%) van die lede teenwoordig by die vergadering.

Noodvergaderings van die Raad

19. (1) 'n Noodvergadering kan te eniger tyd deur die Voorsitter belê word: Met dien verstande dat lede minstens vier-en-twintig (24) uur kennis van sodanige vergadering gegee word: Met dien verstande voorts dat kennis gegee kan word op enige wyse wat na die mening van die Voorsitter dienstig in die omstandighede is.

(2) Lede moet in kennis gestel word van die doel van 'n noodvergadering en geen ander sake as dié waarvan die lede in kennis gestel is, mag op sodanige vergadering behandel word nie.

Aantal Raadsvergaderings

20. Die Voorsitter belê minstens een keer per technikonkwartaal 'n Raadsvergadering by die Technikonsetel.

Members of Council

21. (1) The Vice-Rectors of the Technikon contemplated in section 16 (2) (b) of the Act shall not exceed three (3) at any one time and shall be determined by lot and appointed in writing by the Chairman of the Council.

(2) The number of persons referred to in section 16 (2) (g) of the Act shall be a maximum of 12 and shall be designated by the Council.

(3) Members of the Council designated in terms of subparagraph (2) shall hold office in their personal capacity and it is expected of them to promote the broader interests of the Technikon and the community.

(4) Members of Council, excluding members referred to in subparagraphs (5) and (6) shall hold office for four (4) years: Provided that at the first election and appointment of members of the Council, one half of them decided by lot shall hold office for two (2) years.

(5) The Rector and Vice-Rectors referred to in section 16 (2) (a) and (b) of the Act, shall hold office for the duration of their term of appointment.

(6) Members of the Council referred to in section 16 (2) (d) of the Act shall hold office for a period of two (2) years: Provided that at the first election after the commencement of the Act one (1) member decided by lot shall hold office for only one (1) year: Provided further that should such members cease to be members of the Academic Board, their membership of Council will also cease.

(7) If a casual vacancy occurs in the membership of the Council, such vacancy shall be filled in the same manner in which the member, who previously held the office, was appointed, elected or designated.

(8) A person appointed, elected or designated in terms of subparagraph (7) shall hold office for the unexpired portion of the term of office of his predecessor.

(9) The Council may invite persons, who are not members, to attend meetings and to take part in discussions: Provided that such persons shall not vote.

ACADEMIC BOARD

Membership

22. The members of the Academic Board referred to in section 20 (1) (b) and (c) of the Act shall be the following:

- (a) The Vice-Rectors;
- (b) the Registrar;
- (c) the deans of the faculties;
- (d) the heads of department of the academic departments;
- (e) the heads of department of the academic support sections;
- (f) the head of the resources centre;
- (g) the head of the Student's Bureau;

Lede van Raad

21. (1) Die Vise-Rektore van die Technikon soos beoog in artikel 16 (2) (b) van die Wet, mag op geen tydstip drie (3) oorskry nie en word by wyse van loting bepaal en skriftelik deur die Voorsitter van die Raad aangestel.

(2) Die aantal persone bedoel in artikel 16 (2) (g) van die Wet is hoogstens 12 wat deur die Raad aangewys word.

(3) Lede van die Raad wat ingevolge subparagraaf (2) aangewys word beklee hul amp in hul persoonlike hoedanigheid en daar word van hulle verwag om die breë belange van die Technikon en die gemeenskap te bevorder.

(4) Lede van die Raad, behalwe lede in subparagraaf (5) en (6) bedoel, beklee hul amp vir vier (4) jaar: Met dien verstande dat, by die eerste verkiesing en aanstelling van lede van die Raad, die helfte van hulle, soos deur die lot bepaal, hul amp vir twee (2) jaar beklee.

(5) Die Rector en Vise-Rektore bedoel in artikels 16 (2) (a) en (b) van die Wet, beklee hul amp vir die duur van hul aanstellingstermyn.

(6) Lede van die Raad in artikel 16 (2) (d) van die Wet bedoel, beklee hul amp vir 'n tydperk van twee (2) jaar: Met dien verstande dat by die eerste verkiesing ná die inwerkingtreding van die Wet, een (1) lid, soos deur die lot bepaal, sy amp vir slegs een (1) jaar beklee: Met dien verstande voorts dat sodra sodanige lede nie meer lede van die Akademiese Raad is nie, hulle ook ophou om lede van die Raad te wees.

(7) In die geval van 'n toevallige vakature in die lidmaatskap van die Raad word sodanige vakature op dieselfde manier gevul as waarop die Raadslede wat voorheen die pos beklee het, aangestel, verkies of aangewys is.

(8) 'n Persoon wat ingevolge subparagraaf (7) aangestel, verkies of aangewys is, beklee die amp vir die onverstreke gedeelte van sy voorganger se ampstermyn.

(9) Die Raad kan persone wat nie lede is nie nooi om vergaderings by te woon en deel te neem aan besprekings: Met dien verstande dat sodanige persone nie mag stem nie.

AKADEMIESE RAAD

Lidmaatskap

22. Die lede van die Akademiese Raad in artikel 20 (1) (b) en (c) van die Wet bedoel, is die volgende:

- (a) Die Vise-Rektore;
- (b) die Registrateur;
- (c) die dekane van die fakulteite;
- (d) die departementshoofde van die akademiese departemente;
- (e) die departementshoofde van die akademiese ondersteuningsafdelings;
- (f) die hoof van die bronnensentrum;
- (g) die hoof van die Studenteburo;

- (h) the head of the Bureau for Continuing Education;
- (i) the head of the Department for Student Guidance; and
- (j) the two (2) members of the Council not employed by the Technikon.

CONVOCATION

23. The Convocation of the Technikon shall be known as the Convocation of the Vaal Triangle Technikon.

CONDITIONS OF SERVICE

Promotion

24. The requirements for the promotion of an employee shall be determined by the Council and the power to promote an employee shall vest in the Council, but in the case of academic staff this power shall only be exercised after consultation with the Academic Board.

Transfer

25. An employee may be transferred by the Council from the post in which he is employed to another post in the Technikon.

Temporary performance of other duties

26. The Council may require an employee temporarily to perform duties other than those ordinary entrusted to such employee.

Termination of service

27. The services of an employee may be determined by the Council—

- (a) on the grounds of continuing poor health;
- (b) owing to the abolition of his post or the reduction or reorganisation or readjustment of the employees at the Technikon;
- (c) if, for reasons other than his own disability or incapacity, his discharge will in the opinion of the Council, bring about an improvement in the organisation of the Technikon which will lead to greater efficiency or economy;
- (d) on account of misconduct or inefficiency or incompetence to perform his duties; and
- (e) if, in the case of an employee appointed on probation, his appointment is not confirmed.

Termination of service owing to retirement age having been reached

28. (1) The date of retirement of an employee of the Technikon who is a member of—

- (a) the academic staff, shall be the first day of the calendar year immediately following the calendar year in which he attains the age of sixty (60) years; and
- (b) any other group of employees, shall be the first day of the calendar month immediately following the calendar month in which he attains the age of sixty (60) years.

- (h) die hoof van die Buro vir Voortgesette Onderwys;
- (i) die hoof van die Departement Studentevoorgligting; en
- (j) die twee (2) lede van die Raad wat nie in diens van die Technikon is nie.

KONVOKASIE

23. Die Konvokasie van die Technikon staan bekend as die Konvokasie van die Vaaldriehoekse Technikon.

DIENSVOORWAARDES

Bevordering

24. Die vereistes vir die bevordering van 'n werknemer word deur die Raad bepaal en die bevoegdheid om 'n werknemer te bevorder berus by die Raad, maar in die geval van akademiese personeel word hierdie bevoegdheid slegs uitgeoefen na oorlegpleging met die Akademiese Raad.

Oorplasing

25. 'n Werknemer kan deur die Raad oorgeplaas word van die pos waarin hy in diens is na 'n ander pos by die Technikon.

Tydlike verrigting van ander pligte

26. Die Raad kan van 'n werknemer vereis om tydelik ander pligte te vervul as dié wat gewoonlik aan sodanige werknemer toevertrou word.

Diensbeëindiging

27. Die Raad kan die dienste van 'n werknemer beëindig—

- (a) op grond van voortdurende swak gesondheid;
- (b) as gevolg van die afskaffing van sy pos, of die vermindering of herorganisasie of herindeling van die werknemers by die Technikon;
- (c) indien, om ander redes as sy onvermoë of onbevoegdheid, sy ontslag na die mening van die Raad, 'n verbetering in die organisasie van die Technikon sal teweeg bring, wat tot groter doeltreffendheid of besparing sal lei;
- (d) weens wangedrag of onbekwaamheid of onbevoegdheid om sy pligte uit te voer; en
- (e) indien, in die geval van 'n werknemer wat vir 'n proeftydperk aangestel is, sy aanstelling nie bekrachtig word nie.

Diensbeëindiging as gevolg van die bereiking van die aftree-ouderdom

28. (1) Die aftreedatum van 'n werknemer van die Technikon wat 'n lid is van—

- (a) die akademiese personeel is die eerste dag van die kalenderjaar wat onmiddellik volg op die kalenderjaar waarin hy die ouderdom van sestig (60) jaar bereik; en
- (b) enige ander groep werknemers is die eerste dag van die kalendermaand wat onmiddellik volg op die kalendermaand waarin hy die ouderdom van sestig (60) jaar bereik.

(2) On application by an employee, the Council may extend the period of employment of such employee after he has reached his date of retirement for any period up to and including the first day of the calendar month immediately following the calendar month in which he attains the age of sixty-five (65) years.

(3) An employee who was appointed before the first day of January 1956 and who on or after the said date in the case of a male attains the age of sixty (60) years, or in the case of a female the age of fifty-five (55) years, shall have the right to be retired on pension—

- (a) on the day on which he attains the said age, should he attain such age on the first day of any calendar month;
- (b) on the first day of the calendar month immediately following the month in which he attains the said age, should he attain such age after the first day of a calendar month; or
- (c) on the first day of any calendar month after the calendar month in which he attains such age:

Provided that he shall give the Council at least one calendar month's written notice of his intention to retire on pension: Provided further that he shall retire not later than the first day of the calendar month immediately following the calendar month in which he attains the age of sixty-five (65) years or she has attained the age of sixty (60) years.

(4) An employee who was appointed on or after the first day of January 1956, but before 16 June 1989, shall have the right to retain his retiring age of sixty-five (65) years, in which case he shall retire on the first day of the calendar month immediately following the calendar month in which he attains the age of sixty-five (65) years: Provided that such employee may also elect to retire on the first day of any calendar month after the calendar month in which he attains the age of sixty (60) years: Provided further that he shall give the Council at least three calendar month's written notice of his intention to retire.

(5) The Council may, notwithstanding anything to the contrary contained in subparagraphs (1), (2), (3) and (4), retain the services of a permanent employee beyond the prescribed age of retirement for a further period not exceeding one year at a time.

Termination of service owing to resignation

29. Any employee of the Technikon who desires to terminate his employment with the Technikon shall do so by submitting a letter of resignation to the Rector and in the case of academic staff, at least one calendar term before the intended date of termination of service and in the case of other employees one calendar month before the intended date of termination of service or such other period as approved by the Council.

(2) Op aansoek deur 'n werknemer kan die Raad sodanige werknemer se tydperk van diens verleng nadat hy die datum van sy aftrede bereik het vir enige tydperk tot en met die eerste dag van die kalendermaand wat onmiddellik volg op die kalendermaand waarin hy die ouderdom van vyf-en-sestig (65) jaar bereik.

(3) 'n Werknemer wat voor die eerste dag van Januarie 1956 in diens geneem is en wat op of na die betrokke datum in die geval van 'n manspersoon die ouderdom van sestig (60) jaar bereik, of in die geval van 'n damespersoon die ouderdom van vyf-en-vyftig (55) jaar, is geregtig om met pensioen af te tree—

- (a) op die dag waarop hy die betrokke ouderdom bereik, indien hy sodanige ouderdom op die eerste dag van enige kalendermaand bereik het;
- (b) op die eerste dag van die kalendermaand wat onmiddellik volg op die maand waarin hy die betrokke ouderdom bereik het, indien hy sodanige ouderdom na die eerste dag van 'n kalendermaand bereik; of
- (c) op die eerste dag van enige kalendermaand na die kalendermaand waarin hy sodanige ouderdom bereik het:

Met dien verstande dat hy die Raad minstens een kalendermaand skriftelik kennis gee van sy voorneme om met pensioen af te tree: Met dien verstande voorts dat hy aftree nie later as die eerste dag van die kalendermaand wat volg onmiddellik na die kalendermaand waarin hy die ouderdom van vyf-en-sestig (65) jaar of sy die ouderdom van sestig (60) jaar bereik het nie.

(4) 'n Werknemer wat aangestel is op of na die eerste dag van Januarie 1956, maar voor 16 Junie 1989, het die reg om sy aftree-ouderdom van vyf-en-sestig (65) jaar te behou en in só 'n geval sal hy aftree op die eerste dag van die kalendermaand wat volg onmiddellik na die kalendermaand waarin hy die ouderdom van vyf-en-sestig (65) jaar bereik het: Met dien verstande dat sodanige werknemer ook kan verkies om op die eerste dag van enige kalendermaand na die kalendermaand waarin hy die ouderdom van sestig (60) jaar bereik het, af te tree: Met dien verstande voorts dat hy die Raad minstens drie kalendermaande vooraf skriftelik kennis gee van sy voorneme om af te tree.

(5) Die Raad kan, ondanks andersluidende bepalings van subparagrafe (1), (2), (3) en (4), die dienste van 'n permanente werknemer behou na die voorgeskrewe ouderdom vir aftrede vir 'n verdere periode wat nie een jaar op 'n keer oorskry nie.

Diensbeëindiging weens bedanking

29. Enige werknemer van die Technikon wat sy diens by die Technikon wil beëindig, doen dit deur 'n bedankingsbrief te rig aan die Rector en in die geval van akademiese personeel, minstens een kalenderkwartaal voor die voorgenome datum van diensbeëindiging, en in die geval van ander werknemers, een kalendermaand voor die voorgenome datum van diensbeëindiging of sodanige ander tydperk as wat die Raad goedkeur.

Termination of service owing to inefficiency or incompetency

30. If it is alleged that an employee is inefficient or incompetent, to perform the duties attached to his post in an efficient manner, the provisions of paragraph 34 shall *mutatis mutandis* apply.

Termination of service on the ground of absence without approved leave

31. A permanent employee who, without approved leave, absents himself from his official duties for a period exceeding six (6) consecutive days, shall be deemed to have been discharged on account of misconduct with effect from the date immediately following the last day on which he reported for his official duty: Provided that, if such employee reports for duty at any time after the expiry of the said period, the Council may reinstate him in his former or any other post on such conditions as the Council may determine and in such a case, the period of his absence from official duty shall be deemed to be absence on special leave without pay.

Definition of misconduct

32. (1) An employee shall be guilty of misconduct if it is proved that he—

- (a) contravenes or fails to comply with a provision of the Act, Statute or Rule with which it is his duty to comply;
- (b) performs, or causes or permits to be performed or connives at, an act which is prejudicial to the administration, discipline or efficiency of the Technikon;
- (c) disobeys, disregards or willfully defaults in carrying out a lawful order given to him, or by word or conduct makes himself guilty of insubordination;
- (d) is negligent or indolent in the discharge of his duties;
- (e) undertakes without the permission of the Council any private agency or private work in relation to the performance of his official functions or the discharge of his official duties;
- (f) maliciously or without attempting to ascertain the factual situation, publicly comments adversely on the administration of the Technikon;
- (g) attempts through any person not in the service of the Technikon to secure intervention in relation to his official position and conditions of service, unless it is done to obtain redress of any grievance through Parliament;
- (h) conducts himself in a disgraceful, improper or unbecoming manner or, while on duty, is grossly discourteous to any person;
- (i) uses intoxicants or stupefying drugs excessively or while he is or should be on duty is under the influence of intoxicants or stupefying drugs to an extent which is prejudicial to the Technikon or the efficient performance of his duties, unless it is proved that it is not due to any improper conduct or action on his part;

Diensbeëindiging weens onbekwaamheid of onbevoegdheid

30. Indien daar aangevoer word dat 'n werknemer onbekwaam of onbevoeg is om die pligte verbonde aan sy pos op 'n doeltreffende manier uit te voer, is die bepalings van paragraaf 34 *mutatis mutandis* van toepassing.

Diensbeëindiging op grond van afwesigheid sonder goedgekeurde verlof

31. 'n Permanente werknemer wat sonder goedgekeurde verlof vir 'n tydperk van meer as ses (6) agtereenvolgende dae van sy amptelike diens afwesig is, word geag weens wangedrag ontslaan te wees met ingang van die datum wat onmiddellik volg op die laaste dag waarop hy hom vir sy amptelike diens aangemeld het: Met dien verstande dat indien sodanige werknemer hom te eniger tyd na verstryking van sodanige tydperk vir diens aanmeld, die Raad hom in sy vorige of ander pos kan herstel op die voorwaardes wat die Raad bepaal, en in so 'n geval word sy afwesigheid van amptelike diens geag spesiale verlof sonder betaling te wees.

Omskrywing van wangedrag

32. (1) 'n Werknemer is aan wangedrag skuldig indien daar bewys word dat hy—

- (a) 'n bepaling van die Wet, Statuut of 'n Reël, wat hy pligshalwe moet gehoorsaam, oortree of versuim om daaraan te voldoen;
- (b) 'n handeling uitvoer, bewerkstellig of veroorloof, of oogluikend toelaat wat vir die administrasie, dissipline of doeltreffendheid van die Technikon nadelig is;
- (c) 'n regmatige opdrag aan hom gegee weier, verontagsaam of opsetlik versuim om dit uit te voer, of deur woord of gedrag hom aan insubordinasie skuldig maak;
- (d) nalatig of traag is in die uitvoering van sy pligte;
- (e) sonder die toestemming van die Raad enige private agentskap of private werk onderneem wat verband hou met die verrigting van sy amptelike funksies of die uitvoering van sy amptelike pligte;
- (f) kwaadwilliglik of sonder 'n poging om die feite van die saak vas te stel in die openbaar afbrekende kommentaar oor die Technikon se administrasie lewer;
- (g) poog om ingryping ten opsigte van sy amptelike posisie en diensvoorwaardes deur enige persoon nie in die diens van die Technikon te verkry, tensy dit gedoen word om 'n grief deur bemiddeling van die Parlement te herstel;
- (h) homself op 'n skandelige, onbetaamlike of onweloweglike manier gedra, of terwyl hy aan diens is, hom aan growwe onbeleefdheid teenoor enige persoon skuldig maak.
- (i) bedwelmende of verdowende middels oormatig gebruik, of terwyl hy aan diens is, of aan diens behoort te wees, in so 'n mate onder die invloed van bedwelmende of verdowende middels is dat dit tot die nadeel van die Technikon of die doeltreffende uitvoering van sy pligte strek, tensy daar bewys word dat dit nie aan enige onbetaamlike gedrag of handeling van sy kant te wyte is nie;

- (j) prior to notifying the Rector, in writing, of the matter he wishes to comment on, discloses otherwise than in the performance of his official duties information gathered or obtained by him as a result of his employment at the Technikon, or uses such information for any purpose other than for the performance of his official duties, whether or not he discloses such information: Provided that an employee of the Technikon may publish, with or without remuneration, articles in any journal on any matter related to his duties at the Technikon;
- (k) without the permission of the Council, accepts or demands in respect of the performance of his duties or the failure to perform his duties any commission, fee or other reward, to which he is not entitled by virtue of his office, or fails or report to the Council the offer of any such commission, fee or reward;
- (l) misappropriates or improperly uses any property of the Technikon or fails to take proper care of such property under his supervision and control;
- (m) is found guilty of an offence;
- (n) absents himself from his duties without leave of the Council unless he can prove a valid cause of his absence;
- (o) makes a false or incorrect statement, knowing it to be false or incorrect with a view to obtaining any privilege or advantage in connection with his official position or his duties or causing prejudice or damage to the Technikon or a fellow-employee;
- (p) contravenes any provision of the rules or the constitution of a medical aid fund or medical aid society of which he is a member or fails to comply with any provision of the said rules or the constitution with which it is his duty to comply by virtue of his membership of such medical aid fund or medical aid scheme; or
- (q) borrows from or lends money to another employee in such a way that it compromises his position at the Technikon;
- (j) voordat hy die Rector skriftelik in kennis gestel het van die aangeleentheid waarvoor hy voornemens is om kommentaar te lewer, inligting wat hy deur sy werk by die Technikon versamel of verkry het, openbaar maak anders as in die uitvoering van sy amptelike pligte, of sodanige inligting gebruik vir enige ander doel as die uitvoering van sy amptelike pligte, of hy sodanige inligting openbaar maak of nie: Met dien verstande dat 'n werknemer van die Technikon teen of sonder vergoeding artikels in enige vaktydskrif kan publiseer oor enige aangeleentheid wat met sy werk by die Technikon verband hou;
- (k) sonder die toestemming van die Raad enige kommissie, fooi of ander vergoeding ontvang of eis ten opsigte van die uitvoering van sy pligte of versuim om sy pligte uit te voer, waarop hy nie geregtig is nie uit hoofde van sy amp, of versuim om die aanbod van sodanige kommissie, fooi of vergoeding aan die Raad te rapporteer.
- (l) enige eiendom van die Technikon misbruik of onbehoorlik gebruik, of versuim om sodanige eiendom onder sy toesig en beheer behoorlik op te pas;
- (m) skuldig bevind is aan 'n misdryf;
- (n) sonder verlof van die Raad van sy diens wegbly, tensy hy bewys kan lewer van 'n geldige oorsaak vir sy afwesigheid;
- (o) 'n valse of onjuiste stelling maak, wetende dat dit vals en onjuis is met die oog op die verkryging van enige voorreg of voordeel ten opsigte van sy amptelike posisie of sy pligte of die benadeling van of skadeberokkening aan die Technikon of 'n medewerknemer;
- (p) enige bepaling van die reëls of die konstitusie van 'n mediese hulpfonds of mediese hulpvereniging waarvan hy 'n lid is, oortree of versuim om aan enige van die bepalings van die voormelde reëls of konstitusie te voldoen waaraan hy verplig is om te voldoen uit hoofde van sy lidmaatskap van sodanige mediese hulpfonds of mediese hulpvereniging; of
- (q) geld aan of van 'n ander werknemer leen op so 'n wyse dat dit sy posisie by die Technikon in gedrang bring.

Procedure in case of misconduct

33. (1) If an employee is accused of misconduct an employee, appointed by the Council as prosecutor shall, charge him in writing with that misconduct: Provided that such prosecutor shall be higher in rank than the accused.

(2) The charge of misconduct shall be served upon the accused by causing it to be delivered to him or sent by registered letter to him, or be left at his place of residence or last known place of residence and the charge shall be accompanied by a request that the accused, within 14 days after the charge has been served on him, submit to the Council a written admission or denial of the charge and, should he prefer, a written explanation in connection with the charge.

Prosedure in geval van wangedrag

33. (1) Indien 'n werknemer beskuldig word van wangedrag moet 'n werknemer, deur die Raad as aanklaer aangestel, hom skriftelik van daardie wangedrag aankla: Met dien verstande dat sodanige aanklaer 'n hoër rang as die beskuldigde beklee.

(2) Die aanklag van wangedrag word aan die beskuldigde beteken deur dit aan hom te laat aflewer, of per geregistreerde brief aan hom te laat stuur, of by sy woonplek of laaste bekende woonplek te laat afgee, en die aanklag moet vergesels wees van 'n versoek dat die beskuldigde binne 14 dae nadat die aanklag aan hom beteken is aan die Raad 'n skriftelik erkenning of ontkenning van die aanklag voorlê, en indien hy dit verkies, ook 'n skriftelike verduideliking in verband met die aanklag.

(3) The prosecutor may, at any time, withdraw a charge of misconduct.

(4) The accused shall have the following rights regarding the charge of misconduct against him—

- (a) the right to be told (and given in writing) the nature of the alleged misconduct;
- (b) the right to be given adequate notice to prepare his defence, and to the postponement of the date of the inquiry if he can show reasonable cause for such postponement;
- (c) the right to representation;
- (d) the right to have an interpreter to interpret proceedings in his mother tongue;
- (e) the right to call witnesses and to cross-examine witnesses;
- (f) the right to inspect any document produced in evidence;
- (g) the right to state a case in defence;
- (h) the right to a finding;
- (i) the right to have any previous disciplinary record considered only after he has been found guilty;
- (j) the right to present mitigating circumstances before a penalty is decided on;
- (k) the right to appeal; and
- (l) the right not to be victimised as a result of any statement or allegations made or action taken during a disciplinary inquiry or on the grounds of membership of any organisation or union.

(5) If the accused admits the charge, he shall be deemed to have been found guilty of the misconduct with which he was charged, on the date on which the Council received the admission.

(6) If the accused denies the charge, or fails to comply with the request referred to in subparagraph (2), the Council shall appoint a person referred to in subparagraph (7) to conduct an inquiry.

(7) A person appointed by the Council (hereinafter referred to as the presiding officer) shall preside over the procedures of the inquiry: Provided that at the request of the presiding officer no more than two (2) assessors may be appointed by the Council to assist the presiding officer in the execution of his duties.

(8) The Council or the Rector if authorised by the Council thereto may suspend from duty on full salary any accused whether or not such person has been charged.

(9) If no charge under subparagraph (1) is preferred against a person who has been so suspended from duty, he shall be allowed to reassume duty as soon as practicable.

(10) (a) The presiding officer shall, after consultation with the accused and prosecutor, fix the place, date and time of the inquiry and shall give reasonable written notice thereof to all those whose presence is required: Provided that the presiding officer may postpone the inquiry on good cause shown.

(3) Die aanklaer kan 'n aanklag van wangedrag te enigertyd terugtrek.

(4) Die beskuldigde het die volgende regte betreffende die aanklag van wangedrag teen hom—

- (a) die reg om die aard van die beweerde wangedrag aan te hoor en skriftelik te ontvang;
- (b) die reg om genoegsame kennisgewing te ontvang om sy verdediging voor te berei en op uitstel van die datum van die ondersoek indien hy grondige redes vir sodanige uitstel kan verstrek;
- (c) die reg op verteenwoordiging;
- (d) die reg op 'n tolk om die verrigtinge in sy moedertaal te vertolk;
- (e) die reg om getuies te roep en getuies te kruisvra;
- (f) die reg om enige dokument te laat inspekteer wat as getuies ingelewer word;
- (g) die reg om 'n saak ter verdediging aan te voer;
- (h) die reg op 'n bevinding;
- (i) die reg om enige vorige dissiplinêre rekord te laat oorweeg slegs nadat hy skuldig bevind is;
- (j) die reg om versagende omstandighede voor te lê voordat op 'n straf besluit word;
- (k) die reg op appél; en
- (l) die reg om nie geviktimiseer te word nie as gevolg van enige stellings of bewerings gemaak of enige handeling gedoen tydens 'n dissiplinêre ondersoek, of op grond van lidmaatskap van enige organisasie of vakunie.

(5) Indien die beskuldigde die aanklag erken, word hy geag skuldig bevind te wees aan die wangedrag waarvan hy aangekla is op die datum waarop die Raad die erkenning ontvang.

(6) Indien die beskuldigde die aanklag ontken of versuim om te voldoen aan die versoek bedoel in subparagraaf (2) stel die Raad 'n persoon in subparagraaf (7) bedoel aan om 'n ondersoek te hou.

(7) 'n Persoon deur die Raad aangestel (hierna die voorsittende beampte genoem), sit voor tydens die verrigtinge van die ondersoek: Met dien verstande dat op versoek van die voorsittende beampte hoogstens twee (2) assessore deur die Raad aangestel kan word om die voorsittende beampte in die uitvoering van sy pligte by te staan.

(8) Die Raad, of die Rector, indien deur die Raad daartoe gemagtig, kan enige beskuldigde met vol salaris uit sy diens skors, ongeag of sodanige persoon aangekla is, al dan nie.

(9) Indien geen aanklag kragtens subparagraaf (1) teen 'n persoon ingebring word wat aldus uit die diens geskors is nie, word hy toegelaat om so gou doenlik sy diens te hervat.

(10) (a) Die voorsittende beampte bepaal, na ooreenleg met die beskuldigde en aanklaer die plek, datum en tyd van die ondersoek en gee redelike skriftelike kennis daarvan aan almal wie se teenwoordigheid daar vereis word: Met dien verstande dat die voorsittende beampte, die ondersoek om goeie redes kan uitstel.

(b) The inquiry shall be conducted in such a manner that it meets the fair procedural requirements established by the industrial court.

(c) The presiding officer shall base his findings or guilty or not guilty on a balance of probabilities.

(11) The prospector shall attend the inquiry and adduce evidence and arguments in support of the charge and may cross-examine any person called as a witness for the defence.

(12) The failure of the accused to be present, either personally or through a representative, at the inquiry without any valid reasons shall not invalidate the proceedings.

(13) The presiding officer shall keep a record of the proceedings including all the evidence given and all documents admitted at the inquiry.

(14) The accused shall have the right to claim copies of any document in the possession of the Technikon which may assist him in his defence and he also has the right to claim that the employer present such documents at the inquiry.

(15) (a) The presiding officer shall, after evidence has been given and the case argued, give a verdict of guilty or not guilty.

(b) If the verdict is guilty, the accused shall be given the opportunity to give evidence in mitigation.

(16) If the accused is found not guilty of the misconduct with which he was charged and he was suspended from duty, he shall be allowed to resume duty as soon as practicable.

(17) If the presiding officer finds the accused guilty of the misconduct with which he was charged, the presiding officer shall submit to the Rector—

(a) the record of the proceedings referred to in subparagraph (13);

(b) a written exposition of his finding and the reasons therefor;

(c) any aggravating or mitigating circumstances he may have found; and

(d) his recommendation in relation to the sentence which should be imposed.

(18) If the accused is found guilty of misconduct, the Rector may, having regard to the documents referred to in subparagraph 17—

(a) caution and reprimand him;

(b) issue him with a warning or final warning that a recurrence of the misconduct shall result in summary dismissal;

(c) suspend him without pay for a special period, with his consent and as an alternative to dismissal;

(d) discharge him;

(e) order that he submits himself to medical, psychological or psychiatric counselling or treatment for alcohol or drug abuse;

(f) transfer him to another post in the Technikon; or

(g) reduce his rank:

Provided that, with the exception of subparagraph (d), more than one of the sentences indicated above may be imposed.

(b) Die ondersoek word op so 'n wyse gevoer dat dit voldoen aan die vereistes wat die nywerheidshof vir regverdige prosedures stel.

(c) Die voorsittende beampte baseer sy bevindinge van skuldig of onskuldig op die oorwig van waarskynlikheid.

(11) Die aanklaer woon die ondersoek by en voer getuienis en argumente ter staving van die aanklag aan, en kan enige persoon kruisvra wat as getuie vir die verdediging geroep word.

(12) Die versuim van die beskuldigde om sonder geldige redes óf persoonlik óf deur 'n verteenwoordiger by die ondersoek teenwoordig te wees, maak nie die verrigtinge ongeldig nie.

(13) Die voorsittende beampte hou 'n verslag van die verrigtinge met inbegrip van al die gelewerde getuienis en alle stukke wat by die ondersoek toegelaat is.

(14) Die beskuldigde het die reg om kopieë te eis van enige dokument in die Technikon se besit wat hom in sy verdediging kan help en hy het ook die reg om te eis dat die werkgewer sodanige dokumente by die ondersoek voorlê.

(15) (a) Die voorsittende beampte moet, nadat getuienis gegee is en die saak beredeneer is, 'n uitspraak van skuldig of onskuldig lewer.

(b) Indien die uitspraak skuldig is, word die beskuldigde die geleentheid gegun om getuienis ter versagting aan te voer.

(16) Indien die beskuldigde onskuldig bevind word aan die wangedrag waarvan hy aangekla is en waarvoor hy geskors is, word hy toegelaat om so gou doenlik sy diens te hervat.

(17) Indien die voorsittende beampte die beskuldigde skuldig bevind aan die wangedrag waarvan hy aangekla is, lê die voorsittende beampte aan die Rector voor—

(a) die verslag van die verrigtinge in subparagraaf (13) bedoel;

(b) 'n skriftelike uiteensetting van sy bevinding en die redes daarvoor;

(c) enige versagtinge of verswarende omstandighede wat hy bevind het; en

(d) sy aanbeveling betreffende die straf wat opgelê behoort te word.

(18) Indien die beskuldigde skuldig bevind word aan wangedrag, kan die Rector met inagneming van die stukke in subparagraaf 17 bedoel—

(a) hom waarsku en tereg wys;

(b) hom 'n waarskuwing of finale waarskuwing gee dat 'n herhaling van die wangedrag summierse ontslag tot gevolg sal hê;

(c) hom met sy instemming en as 'n alternatief tot ontslag, hom sonder salaris vir 'n spesifieke periode skors;

(d) hom ontslaan;

(e) gelas dat hy homself aan mediese, sielkundige of psigiatriese berading of behandeling vir alkohol- of dwelmmisbruik onderwerp;

(f) hom na 'n ander pos in die Technikon oorplaas; of

(g) sy rang verlaag;

Met dien verstande dat, met uitsondering van subparagraaf (d), meer as een van die strawwe hierbo verstrekk, opgelê kan word.

(19) The fact that an employee has been convicted or acquitted by a court of law of the commission of an offence shall not preclude the taking of any steps in terms of this paragraph against such person.

(20) If an accused is discharged under subparagraph (18) the discharge shall take effect on a date fixed by the Council.

(21) If any employee who has been suspended or charged with misconduct in terms of this paragraph resigns from the employment of the Technikon or assumes other employment before the appropriate charge of misconduct has been disposed of, he shall be deemed to have been discharged on account of misconduct with effect from a date fixed by the Council, unless before the receipt of his notification of resignation or his assumption of other employment, he was notified that he would not be charged with misconduct or, as the case may be, that the charge of misconduct against him has been withdrawn.

(22) An employee who is aggrieved by his conviction or sentence may lodge an appeal within seven (7) days from the date on which he received notice of his conviction and sentence, to the Council against his conviction or sentence or both.

(23) The appeal referred to in subparagraph (22), shall be submitted in writing to the secretary of the council setting out fully the grounds on which the appeal is based.

(24) The appeal referred to in subparagraph (22), shall as soon as possible be heard by a person appointed for this purpose by the Council.

(25) The person referred to in subparagraph (24) may, after having regard to the documents relating to the appeal, uphold or dismiss the appeal.

(26) The costs regarding the appeal shall be borne by the Technikon.

INVESTIGATION INTO A CHARGE OF INEFFICIENCY OR INCOMPETENCE

34. (1) If an employee is accused that he is inefficient or incompetent of performing the duties attached to his post, the Rector may designate a person as investigating officer in writing to conduct an inquiry into the matter and to collect evidence in order to determine whether there are grounds for an inquiry with regard to inefficiency or incompetence and to furnish the Rector with a report in this regard.

(2) After receipt of the report referred to in subparagraph (1) the Rector may—

- (a) direct that the no steps be taken against the employee concerned;
- (b) direct that the employee concerned receive appropriate counselling or undergo corrective and training programmes; or
- (c) direct that the employee concerned be charged with inefficiency or incompetence in which case the provisions of paragraph 33 [excluding subparagraph (18)] shall *mutatis mutandis* be applicable.

(3) If the employee concerned is found guilty of the charge referred to in subparagraph (2) (c) the Rector may direct—

- (a) that the employee concerned be transferred to another post in the Technikon;

(19) Die feit dat 'n werknemer deur 'n geregshof aan 'n oortreding skuldig bevind of vrygespreek is verhinder nie dat stappe kragtens hierdie paragraaf teen sodanige persoon geneem word nie.

(20) Indien 'n beskuldigde kragtens subparagraaf (18) ontslaan word, tree die ontslag in werking op 'n datum deur die Raad bepaal.

(21) Indien enige werknemer wat kragtens hierdie paragraaf geskors of van wangedrag aangekla is uit die Technikon se diens bedank of ander werk aanvaar voordat die toepaslike aanklag van wangedrag afgehandel is, word hy geag op grond van wangedrag ontslaan te wees met ingang van 'n datum deur die Raad bepaal, tensy hy voor ontvangs van sy kennisgewing van bedanking, of sy aanvaarding van ander werk, in kennis gestel is dat hy nie van wangedrag aangekla sou word nie, of dat die aanklag van wangedrag teen hom teruggetrek is, na gelang van die geval.

(22) 'n Werknemer wat gegrief voel oor sy skuldigbevinding of vonnis kan, binne sewe (7) dae vanaf die datum waarop hy kennis van sy skuldigbevinding en vonnis ontvang het, na die Raad appelleer teen sy skuldigbevinding of vonnis of beide.

(23) Die appél in subparagraaf (22) beoog word skriftelik by die sekretaris van die Raad ingedien met 'n volledige uiteensetting van die gronde waarop die appél gebaseer is.

(24) Die appél beoog in subparagraaf (22) word so gou doenlik deur 'n persoon deur die Raad vir die doel aangestel, aangehoor.

(25) Die persoon in subparagraaf (24) bedoel, kan na oorweging van die stukke wat op die appél betrekking het, die appél handhaaf of dit van die hand wys.

(26) Die koste betreffende die appél word deur die Technikon gedrag.

ONDERSOEK NA 'N AANKLAG VAN ONBEKWAAMHEID OF ONBEVOEGDHEID

34. (1) Indien 'n werknemer beskuldig word dat hy onbekwaam of onbevoeg is om die pligte te verrig wat aan sy pos verbonde is, kan die Rector 'n persoon skriftelik as ondersoekbeampte aanwys om ondersoek in te stel na die aangeleentheid en getuienis in te same ten einde te bepaal of daar gronde is vir 'n ondersoek betreffende onbekwaamheid of onbevoegdheid en om 'n verslag in die verband aan die Rector voor te lê.

(2) Na ontvangs van die verslag in subparagraaf (1) bedoel kan die Rector—

- (a) gelas dat daar nie teen die betrokke werknemer opgetree word nie;
- (b) gelas dat die betrokke werknemer toepaslike berading ontvang of korrektiewe- en opleidingsprogramme deurloop; of
- (c) gelas dat die betrokke werknemer van onbekwaamheid of onbevoegdheid aangekla word in welke geval die bepalinge van paragraaf 33 met die uitsondering van subparagraaf (18) *mutatis mutandis* van toepassing is.

(3) Indien die betrokke werknemer skuldig bevind word aan die aanklag in subparagraaf (2) (c) bedoel kan die Rector gelas—

- (a) dat die betrokke werknemer na 'n ander pos in die Technikon oorgeplaas word;

- (b) that this salary or rank, or his salary as well as his rank be reduced to the extent determined by the Rector;
- (c) that action be taken against him in terms of subparagraph (a) as well as subparagraph (b); or
- (d) that he be discharged from his service with effect from a date determined by the Rector.

- (b) dat sy salaris of rang, of sy salaris sowel as sy rang verlaag word in die mate wat die Rector bepaal;
- (c) dat teen hom opgetree word ingevolge subparagraaf (a) sowel as subparagraaf (b); of
- (d) dat hy uit sy diens ontslaan word met ingang van 'n datum wat deur die Rector bepaal word.

No. 10

13 January 1995

VAAL TRIANGLE TECHNIKON: RULES

TECHNIKONS ACT, 1993
(ACT No. 125 OF 1993)

RULES OF THE VAAL TRIANGLE TECHNIKON

The Council of the Vaal Triangle Technikon has, under section 19 (1) of the Technikons Act, 1993 (Act No. 125 of 1993), with the approval of the Minister of Education, drafted the following Rules:

ARRANGEMENT OF PARAGRAPHS

Paragraph

1. DEFINITIONS

ACADEMIC BOARD

- 2. Vice-Chairman
- 3. Secretary
- 4. Meetings
- 5. Minutes of Academic Board meetings
- 6. Register of resolutions of the Academic Board
- 7. Discussion of motions
- 8. Voting
- 9. Ruling by the Chairman
- 10. Drafting, amendment and repeal
- 11. Emergency meetings of the Academic Board
- 12. Number of meetings of the Academic Board
- 13. Representatives of the Academic Board on the Council
- 14. Representatives of the Council on the Academic Board

CONVOCATION

- 15. Secretary
- 16. Roll of the Convocation
- 17. Chairman on the Convocation
- 18. Meetings of the Convocation
- 19. Representative of Convocation in Council

No. 10

13 Januarie 1995

VAALDRIEHOEKSE TECHNIKON: REËLS

WET OP TECHNIKONS, 1993
(WET No. 125 VAN 1993)

REËLS VAN DIE VAALDRIEHOEKSE TECHNIKON

Die Raad van die Vaaldriehoekse Technikon het kragtens artikel 19 (1) van die Wet op Technikons, 1993 (Wet No. 125 van 1993), met die goedkeuring van die Minister van Onderwys, die volgende Reëls opgestel:

INDELING VAN PARAGRAWE

Paragraaf

1. WOORDOMSKRYWING

AKADEMIESE RAAD

- 2. Ondervoorsitter
- 3. Sekretaris
- 4. Vergaderings
- 5. Notules van vergaderings van die Akademiese Raad
- 6. Register van besluite van die Akademiese Raad
- 7. Bespreking van mosies
- 8. Stemming
- 9. Beslissing deur die Voorsitter
- 10. Opstel, wysiging en herroeping van Reëls
- 11. Noodvergaderings van die Akademiese Raad
- 12. Aantal vergaderings van die Akademiese Raad
- 13. Verteenwoordigers van die Akademiese Raad
- 14. Verteenwoordigers van die Raad in die Akademiese Raad

KONVOKASIE

- 15. Sekretaris
- 16. Rol van die Konvokasie
- 17. Voorsitter van die Konvokasie
- 18. Vergaderings van die Konvokasie
- 19. Verteenwoordiger van Konvokasie in die Raad

20. FEES PAYABLE BY STUDENTS AND EMPLOYEES**DONORS**

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DEFINITIONS

1. In these Rules any expression to which a meaning has been assigned by the Act, shall have the meaning so assigned and, unless the context otherwise indicates—

“calendar month” means a period extending from the first to the last day, both days inclusive, of any one of the twelve (12) months of the year;

“cycle” means a period of three calendar years reckoned from 1 January 1983, and each succeeding period of three years;

“day of rest” means—

- (a) a Sunday or a public holiday in the case of an employee who does not normally work on such a day; or
- (b) such other day on which he is normally in lieu thereof relieved from duty in the case of an employee who normally works on a Sunday or a public holiday;

“donor” means anybody or person that donates a total amount in cash or kind of not less than R5 000 to the Technikon, or who has undertaken to donate an amount of not less than R5 000 to the Technikon in regular instalments over a period over not more than four (4) years and who is not in arrears with his instalments;

“employee” means a person employed full-time or part-time in a permanent or temporary capacity at the Technikon;

“permanent employee” means a person who is appointed at the Technikon by the Council in a permanent capacity or who is deemed to have been so appointed, even though he may have been appointed—

- (a) for a period of probation;
- (b) to a post intended for a person of a rank higher or lower than his own rank; or
- (c) to a post additional to the fixed establishment of the Technikon;

“salary” means the salary or wage normally payable to an employee when he is in the service of the Technikon, and includes allowances which do not form part of his salary or wage;

“salary increment” means the approved amount by which a salary may be increased in accordance with the appropriate salary scale;

“Technikon” means the Vaal Triangle Technikon;

“technikon holiday” means the period between two consecutive technikon terms;

“technikon term” means a period determined as such in an academic calendar approved by the Council in respect of a specific academic year;

“the Act” means the Technikons Act, 1993 (Act No. 125 of 1993).

WOORDOMSKRYWING

1. In hierdie Reëls het enige uitdrukking waaraan in die Wet 'n betekenis geheg is, daardie betekenis, en tensy uit die samehang anders blyk, beteken—

“die Wet” die Wet op Technikons, 1993 (Wet No. 125 van 1993);

“kalendermaand” 'n tydperk wat strek vanaf die eerste tot die laaste dag, beide datums ingeslote, van enigteen van die twaalf (12) maande van die jaar;

“permanente werknemer” 'n persoon wat in 'n permanente hoedanigheid deur die Raad by die Technikon aangestel is, of wat beskou word as sodanig aangestel te wees, alhoewel hy aangestel is—

- (a) vir 'n proeftydperk;
- (b) in 'n pos wat bedoel is vir 'n persoon van 'n rang wat laer of hoër is as sy eie rang; of
- (c) in 'n pos bykomend tot die vaste diensstaat van die Technikon;

“rusdag”—

- (a) 'n Sondag of 'n openbare feesdag in die geval van 'n werknemer wat normaalweg nie op só 'n dag werk nie; of
- (b) sodanige ander dag as waarop hy normaalweg in plaas daarvan vrygestel word van diens, in die geval van 'n werknemer wat normaalweg werk op 'n Sondag of openbare feesdag;

“salaris” die salaris of loon wat normaalweg betaalbaar is aan 'n werknemer wanneer hy in diens van die Technikon is en sluit dit die toelae in wat nie deel uitmaak van sy salaris of loon nie;

“salarisverhoging” die goedgekeurde bedrag waarmee 'n salaris verhoog mag word ooreenkomstig die toepaslike salarisskaal;

“siklus” 'n tydperk van drie kalenderjare bereken vanaf 1 Januarie 1983, en elke daaropvolgende tydperk van drie jaar;

“skenker” enige liggaam of persoon wat 'n totale bedrag in kontant of andersins van nie minder nie as R5 000 aan die Technikon skenk of wat onderneem het om 'n bedrag van minstens R5 000 aan die Technikon te skenk, in gereelde paaierente oor 'n tydperk van nie meer as vier jaar nie en wat nie agterstallig is met sy paaierente nie;

“technikon” die Vaaldriehoekse Technikon;

“technikonvakansie” die tydperk tussen twee opeenvolgende technikonkwartale;

“technikonkwartaal” 'n tydperk wat as sodanige vasgestel is in 'n akademiese kalender wat die Raad ten opsigte van 'n spesifieke akademiese jaar goedkeur.

ACADEMIC BOARD**Vice-Chairman**

2. (1) A Vice-Rector shall be the Vice-Chairman of the Academic Board: Provided that, should there be more than one Vice-Rector, the Academic Board shall elect one of these Rectors as Vice-Chairman for a period of four years.

(2) If both the Chairman and Vice-Chairman are absent from any meeting of the Academic Board, the members present shall elect one of their number to preside at such meeting.

Secretary

3. (1) An employee assigned by the Rector shall act as the secretary of the Academic Board and of all committees and joint committees of the Academic Board.

(2) The secretary shall attend all meetings of the Academic Board and may take part in discussions but shall only vote if he is a member of the Academic Board.

Meetings

4. (1) A quorum shall consist of the smallest number of members greater than half of the total number of members.

(2) The secretary to the Academic Board shall, at least five (5) days before the date set for any meeting, give notice in writing to each member of the Academic Board, setting forth the business to be dealt with at such meeting, as well as the time and place of such meeting.

(3) Notice of matters for consideration shall be submitted to the secretary at least five (5) days prior to the date on which the secretary is required to give notice of the meeting: Provided that a member may raise matters of an urgent nature at the meeting without prior notice if he procures the consent of at least seventy-five per cent (75%) of the members present.

(4) The Chairman of the Academic Board may convene an extraordinary meeting of the Academic Board whenever he may deem it necessary, and he shall convene such a meeting at the written request of any ten (10) members, clearly stating the object of the meeting in such request.

(5) No matters other than those for which the extraordinary meeting was convened, shall be transacted at such a meeting, except with the consent of the meeting granted on an unopposed motion.

(6) The Academic Board may invite persons who are not members to attend meetings: Provided that such persons may take part in the discussions, but may not vote.

Minutes of Academic Board meetings

5. (1) The secretary to the Academic Board shall keep minutes of each meeting of the Academic Board and shall include such minutes with the agenda of the next meeting of the Academic Board.

AKADEMIESE RAAD**Ondervoorsitter**

2. (1) 'n Vise-rektor is die ondervoorsitter van die Akademiese Raad: Met dien verstande dat, indien daar meer as een Vise-rektor is, die Akademiese Raad een van hierdie Vise-rektore vir 'n tydperk van vier jaar as ondervoorsitter verkies.

(2) Indien sowel die voorsitter as die ondervoorsitter van enige vergadering van die Akademiese Raad afwesig is, verkies die lede teenwoordig op sodanige vergadering een uit hul geledere om by sodanige vergadering voor te sit.

Sekretaris

3. (1) 'n Werknemer deur die Rector aangewys tree as sekretaris van die Akademiese Raad en alle komitees en gemeenskaplike komitee van die Akademiese Raad op.

(2) Die sekretaris moet alle vergaderings van die Akademiese Raad bywoon en kan ook aan besprekings deelneem, maar mag slegs stem indien hy 'n lid van die Akademiese Raad is.

Vergaderings

4. (1) 'n Kworum is die kleinste aantal lede wat meer is as die helfte van die totale aantal lede.

(2) Die sekretaris van die Akademiese Raad moet elke lid van die Akademiese Raad minstens vyf (5) dae voor die bestemde datum van enige vergadering skriftelik in kennis stel van die sake wat op sodanige vergadering behandel sal word en van die plek en tyd van sodanige vergadering.

(3) Kennisgewing van sake vir oorweging moet minstens vyf (5) dae voor die dag waarop die sekretaris kennis van die vergadering moet gee, aan hom voorgelê word: Met dien verstande dat 'n lid sake van dringende belang sonder vooraf kennisgewing op 'n vergadering kan opper mits hy die toestemming daartoe het van minstens vyf-en-sewentig persent (75%) van die lede teenwoordig.

(4) 'n Buitengewone vergadering van die Akademiese Raad kan deur die voorsitter van die Akademiese Raad belê word indien hy dit nodig ag en moet sodanige vergadering belê indien hy skriftelik daartoe versoek word deur enige tien (10) lede en die doel van die vergadering duidelik in die versoek uiteengesit word.

(5) Geen sake behalwe dié waarvoor die buitengewone vergadering belê is, word by sodanige vergadering behandel nie tensy eenparige toestemming deur die vergadering daartoe verleen word.

(6) Die Akademiese Raad kan persone wat nie lede is nie, nooi om vergaderings by te woon: Met dien verstande dat sodanige persone aan besprekings kan deelneem, maar nie stemreg het nie.

Notules van vergaderings van die Akademiese Raad

5. (1) Die sekretaris van die Akademiese Raad hou notule van elke vergadering van die Akademiese Raad en sluit sodanige notule in by die agenda van die volgende vergadering van die Akademiese Raad.

(2) At each ordinary meeting of the Academic Board, the minutes of the previous ordinary meeting and of any extraordinary meeting held subsequently, shall be read and approved by the signature of the Chairman: Provided that if an objection is raised to the minutes shall be dealt at that meeting before confirmation of the minutes: Provided further that the meeting may take the minutes as read if a copy thereof was previously sent to each member.

Register of resolutions of the Academic Board

6. The Secretary shall keep available to all members of the Academic Board a complete register of Academic Board resolutions adopted.

Discussion of motions

7. (1) No member of the Academic Board shall, without the leave of the meeting, speak more than once in relation to a motion or amendment, but the proposer of a motion or amendment shall have the right to reply: Provided that the member may move that the matter under discussion be concluded in committee: Provided further that, if such a motion is seconded, it shall be put to vote without further discussion and that, if such motion is adopted, the Academic Board shall immediately go into committee, whereafter a member may speak more than once on the subject under discussion.

(2) A motion or amendment raised at a meeting shall be seconded and shall, if so directed by the Chairman, be submitted in writing, and no motion or amendment shall be withdrawn without the consent of the proposer, the seconder and the meeting.

Voting

8. (1) Except as otherwise provide for in these Rules all matters shall be decided by a simple majority of all members present.

(2) Subject to the provisions of subparagraph (3) the Chairman shall in respect of any matter at a meeting, in addition to his ordinary vote, also have a casting vote.

(3) In the event of a tie of votes in a secret ballot, the issue shall be decided by the lot.

(4) In the event of a tie of votes a motion is rejected, except as provided for in subparagraph (3), unless the chairman uses his casting vote.

(5) If members present during any vote on a motion abstain from voting, their abstentions shall be noted as such.

(6) If so decided by the meeting, the number of votes of members for or against any motion shall be recorded and, at the request of any member, the Chairman shall direct that the vote of such member shall be recorded.

(2) By elke gewone vergadering van die Akademiese Raad moet die notule van die vorige gewone vergadering en van enige buitengewone vergadering wat daarna gehou is, gelees word en deur die handtekening van die voorsitter goedgekeur word: Met dien verstande dat indien enige beswaar teen die notule geopper word, sodanige beswaar bespreek en afgehandel word voordat die notule goedgekeur word: Met dien verstande voorts dat die vergadering die notule as gelees kan beskou indien 'n afskrif daarvan vooraf aan elke lid gestuur is.

Register van besluite van die Akademiese Raad

6. Die sekretaris moet 'n volledige register van alle akademiese raadsbesluite wat aanvaar is beskikbaar hou vir alle lede van die Akademiese Raad.

Bespreking van mosies

7. (1) Geen lid van die Akademiese Raad word sonder toestemming van die vergadering meer as een spreekbeurt ten opsigte van 'n mosie of amendement toegelaat nie, hoewel die voorsteller van 'n mosie of amendement die reg op repliek het: Met dien verstande dat 'n lid kan voorstel dat 'n saak onder bespreking in komitee afgehandel word: Met dien verstande voorts dat, indien so 'n mosie gesekondeer word, moet sonder enige verdere bespreking daarvoor gestem word en, indien so 'n mosie aanvaar word, moet die Akademiese Raad onmiddellik in komitee gaan, waarna 'n lid meer as een maal oor die saak onder bespreking kan praat.

(2) 'n Mosie of amendement wat aan 'n vergadering voorgelê word, moet gesekondeer word en indien die voorsitter aldus gelas, moet dit skriftelik ingedien word, en geen mosie of amendement word teruggetrek sonder die toestemming van die voorsteller, die sekondant en die vergadering nie.

Stemming

8. (1) Tensy hierdie Reëls anders bepaal, word alle sake beslis deur 'n gewone meerderheid van die lede teenwoordig.

(2) Behoudens die bepalinge van subparagraaf (3) het die voorsitter in die geval van 'n staking van stemme ten opsigte van enige aangeleentheid by 'n vergadering benewens sy gewone stem, ook 'n beslissende stem.

(3) In die geval van 'n staking van stemme in 'n geheime stemming word die uitslag deur loting beslis.

(4) In die geval van 'n staking van stemme, uitgesonderd soos bepaal in subparagraaf (3), word 'n mosie verwerp tensy die voorsitter sy beslissende stem gebruik.

(5) Indien lede teenwoordig by 'n stemming buite stemming bly, word dit as sodanige aangeteken.

(6) Indien so besluit deur die vergadering, word die getal stemme van lede teen of vir 'n mosie genotuleer, en op versoek van enige lid gelas die voorsitter dat die stem van sodanige lid genotuleer word.

(7) Where at least seventy-five per cent (75%) of all the members of the Academic Board have reached agreement on a matter referred to them by letter or by telegram by the Chairman without convening a meeting, and have conveyed their resolution by letter or by telegram, such resolution shall be deemed to be a resolution of the Academic Board and shall be recorded in the minutes of the next ordinary meeting.

(8) If a member of the Academic Board is unable to attend a meeting, his views on any matter on the agenda concerned may be communicated to the meeting in writing, but such view shall not count as a vote on the matter concerned by such member.

Ruling by the Chairman

9. The ruling of the Chairman on any point of order or procedure at a meeting of the Academic Board shall be binding unless immediately challenged by a member, in which event such ruling shall be submitted to the meeting without discussion and the decision of the meeting shall be final.

Drafting, amendment and repeal

10. No motion to draft, amend or repeal a Rule shall be of force and effect unless adopted by at least seventy-five per cent (75%) of the members present at the meeting.

Emergency meetings of the Academic Board

11. (1) An emergency meeting of the Academic Board may be called by the Chairman at any time after not less than twenty-four (24) hours' notice: Provided that notice may be given in any manner deemed expedient in the circumstances.

(2) Members of the Academic Board shall be notified of the object of an emergency meeting, and no business other than that of what notice has been given to members shall be transacted at such meeting.

Number of meetings of the Academic Board

12. The chairman shall convene a meeting of the Academic Board at least once in each technikon semester at the seat of the Technikon.

Representatives of the Academic Board on the Council

13. (1) If members of the Academic Board are to be elected as members of Council, as contemplated in section 16 (2) (d) of the Act, such members shall be elected at an ordinary meeting of the Board.

(2) Nominations of candidates shall be given in writing to the secretary of the Academic Board and shall be signed by two members of the Academic Board as well as the person nominated, and such nominations shall reach the secretary of the Academic Board at least seven (7) days prior to the date of the meeting referred to in subparagraph (1).

(3) If more than two (2) candidates are nominated, voting shall be by secret ballot.

(7) Indien minstens vyf-en-sewentig persent (75%) van al die lede van die Akademiese Raad eenstemmigheid bereik oor 'n saak wat deur die voorsitter by wyse van 'n brief of telegram na hulle verwys is sonder dat 'n vergadering belê is en hulle hul besluit by wyse van 'n brief of telegram oorgedra het, word sodanige besluit geag 'n besluit van die Akademiese Raad te wees en word dit, genotuleer in die notule van die eersvolgende gewone vergadering.

(8) Indien 'n lid van die Akademiese Raad nie 'n vergadering kan bywoon nie, kan sy siening oor enige saak op die betrokke agenda skriftelik aan die vergadering oorgedra word, maar sodanige siening word nie geag 'n stem oor die betrokke aangeleentheid deur sodanige lid te wees nie.

Beslissing deur die voorsitter

9. Die beslissing van die voorsitter oor enige punt van orde of prosedure by 'n vergadering van die Akademiese Raad is bindend tensy dit onmiddellik deur 'n lid teengestaan word, in welke geval sodanige beslissing sonder bespreking aan die vergadering voorgelê moet word, wie se besluit finaal is.

Opstel, wysiging en herroeping van Reëls

10. Geen opstelling, wysiging of herroeping van hierdie Reëls is van krag of geldig nie tensy dit deur minstens vyf-en-sewentig (75%) van die lede teenwoordig by 'n vergadering aanvaar word.

Noodvergaderings van die Akademiese Raad

11. (1) 'n Noodvergadering van die Akademiese Raad kan te eniger tyd, na kennisgewing van minstens 24 uur, deur die voorsitter belê word: Met dien verstande dat kennis op enige manier gegee word wat onder die omstandighede wenslik geag word.

(2) Lede van die Akademiese Raad word in kennis gestel van die doel van 'n noodvergadering en geen ander sake as die waarvan lede in kennis gestel is, word by sodanige vergadering behandel nie.

Aantal gewone vergaderings van die Akademiese Raad

12. Die voorsitter moet minstens een gewone vergadering van die Akademiese Raad per technikon-semester by die setel van die Technikon belê.

Verteenwoordigers van die Akademiese Raad in die Raad

13. (1) Indien lede van die Akademiese Raad as lede van die Raad verkies moet word, soos beoog in artikel 16 (2) (d) van die Wet, word sodanige lede by 'n gewone vergadering van die Akademiese Raad verkies.

(2) Nominasies van kandidate word skriftelik by die sekretaris van die Akademiese Raad ingedien en moet deur twee lede van die Akademiese Raad sowel as die genomineerde onderteken word, en sodanige nominasies moet die sekretaris van die Akademiese Raad minstens sewe (7) dae voor die datum van die vergadering bedoel in subparagraaf (1) bereik.

(3) Indien meer as twee (2) kandidate genomineer word, word 'n geheime stemming gehou.

(4) A candidate shall be elected only by at least a seventy-five per cent (75%) majority of all the members of the Academic Board present.

(5) Each member of the Academic Board shall have only one (1) vote during each ballot: Provided that there shall be a series of ballots if no candidate gains a seventy-five per cent (75%) majority in the first ballot.

(6) In each successive round of voting the candidate who gained the least support in the previous ballot shall be eliminated as candidate.

Representatives of the Council on the Academic Board

14. (1) The two representatives of the Council referred to in paragraph 22 (j) of the Statutes, shall be elected at an ordinary meeting of the Council and will be appointed by the Chairman of Council for a period of one year.

(2) If a member referred to in subparagraph (1) for any reason vacates his office, the provisions of subparagraph (1) shall *mutatis mutandis* be applicable and such member will hold office for the unexpired portion of the term of office of his predecessor.

CONVOCATION

Secretary

15. The Director: Public relations shall *ex officio* be the secretary of the Convocation.

Roll of the Convocation

16. (1) The secretary of the Convocation shall keep the roll of the Convocation in which shall be recorded all the names and addresses of all persons who are members of the Convocation and an address recorded in the roll shall be deemed to be the registered address of the person concerned.

(2) It shall be incumbent upon every member of the Convocation to notify the secretary of any change of address.

(3) The roll shall be *prima facie* evidence that any person whose name appears therein at the time of an election by the Convocation shall be entitled to vote in such an election and that any person whose name does not appear thereon is not so entitled.

Chairman of the Convocation

17. (1) The Chairman of the Convocation shall be elected by the Convocation and shall hold office for a period of two (2) years from his election.

(2) Nominations for the Chairman of the Convocation shall be submitted to the secretary in writing and such nomination shall be signed by at least five (5) members of the Convocation as well as the nominee.

(3) If more than one member is nominated voting shall be by secret ballot.

(4) A candidate shall be elected by a seventy-five per cent (75%) majority of all the members of the Convocation present.

(4) 'n Kandidaat word verkies deur 'n meerderheid van minstens vyf-en-sewentig persent (75%) van al die lede van die Akademiese Raad teenwoordig.

(5) Elke lid van die Akademiese Raad het met elke stemming slegs een (1) stem: Met dien verstande dat daar 'n reeks stemmings gehou word indien geen kandidaat 'n vyf-en-sewentig persent (75%) meerderheid tydens die eerste stemming behaal nie.

(6) In elke opeenvolgende stemming word die kandidaat met die minste steun as kandidaat uitgeskakel.

Verteenwoordigers van die Raad in die Akademiese Raad

14. (1) Die twee lede van die Raad in paragraaf 22 (j) van die Statuut bedoel, word by 'n gewone vergadering van die Raad verkies en word deur die Voorsitter van die Raad vir 'n termyn van een jaar aangestel.

(2) Indien 'n lid in subparagraph (1) bedoel om enige rede sy amp ontruim, is die bepalings van subparagraph (1) *mutatis mutandis* van toepassing en sodanige lid beklee sy amp vir die onverstreke ampstermyn van sy voorganger.

KONVOKASIE

Sekretaris

15. Die Direkteur: Openbare betrekking is *ex officio* sekretaris van die Konvokasie.

Rol van die Konvokasie

16. (1) Die sekretaris van die Konvokasie hou 'n rol van die Konvokasie waarin al die name en adresse van alle persone wat lid van die Konvokasie is, aange-teken word en 'n adres wat in die rol opgeneem is, word geag die geregistreerde adres van die betrokke lid te wees.

(2) Dit is die plig van elke lid van die Konvokasie om die sekretaris van enige adresverandering in kennis te stel.

(3) Die rol dien as *prima facie*-bewys dat enige persoon wie se naam daarin verskyn, ten tyde van 'n verkiesing deur die Konvokasie geregtig is om in sodanige verkiesing te stem en dat enige persoon wie se naam nie daarin verskyn nie, nie in sodanige verkiesing mag stem nie.

Voorsitter van die Konvokasie

17. (1) Die voorsitter van die Konvokasie word deur die Konvokasie verkies vir 'n ampstermyn van twee (2) jaar.

(2) Nominasies vir die Voorsitter van die Konvokasie word skriftelik by die sekretaris ingedien en sodanige nominasie moet deur minstens vyf (5) lede van die Konvokasie sowel as die genomineerde onderteken word.

(3) As meer as een lid genomineer word, word 'n geheime stemming gehou.

(4) 'n Kandidaat word verkies deur 'n meerderheid van minstens vyf-en-sewentig persent (75%) van die stemme van al die lede van die Konvokasie teenwoordig.

(5) Each member of the Convocation shall have only one (1) vote during each ballot: Provided that there shall be a series of ballots if no candidate gains a seventy-five per cent (75%) majority in the first ballot.

(6) In each successive round of voting the candidate with the least support in the previous ballot shall be eliminated as candidate.

(7) If the Chairman for any reason vacates his office before the expiry of his term of office, the Convocation shall elect a new Chairman in accordance with the provisions of subparagraphs (2) to (6) for the unexpired portion of such term of office.

(8) The Chairman of the Convocation shall be the chairman of all meetings of the Convocation: Provided that, in his absence, the members present shall under the guidance of the secretary elect a chairman for that meeting from amongst their number.

Meetings of the Convocation

18. (1) All meetings of the Convocation shall be held at the seat of the Technikon.

(2) The Convocation shall meet at least once a year.

(3) A meeting of the Convocation may be convened by the Chairman at any time he may deem necessary, and shall be convened by the secretary within sixty (60) days after a written request signed by at least fifty (50) members is lodged with him: Provided that the matters for consideration at such meeting shall be stated in the form of special motions and that no matters other than those stated in such request shall be discussed at such meeting.

(4) Notice of a meeting of the Convocation with an agenda shall be sent to each member of the Convocation at least fourteen (14) days before the meeting.

(5) Fifty (50) members of the Convocation shall constitute a quorum at meetings: Provided that the members present after the elapse of a period of ten (10) minutes after the starting time of the meeting shall constitute a quorum.

(6) The provisions of paragraphs 5, 6, 7, 8 and 9 shall *mutatis mutandis* be applicable to meetings of the Convocation.

(7) The minutes of all meetings of the Convocation shall be sent to the Council and the Academic Board for their information.

Representative of Convocation in Council

19. At the election of a member of the Convocation contemplated in section 16 (2) (e) of the Act, the provisions of paragraph 17 (2) to (6) shall *mutatis mutandis* be applicable.

FEES PAYABLE BY STUDENTS AND EMPLOYEES

20. (1) The Council shall determine all fees owing to the Technikon.

(2) All fees shall be due but not payable on registration.

(5) Elke lid van die Konvokasie het slegs een (1) stem in elke stemming: Met dien verstande dat daar 'n reeks stemmings moet wees indien geen kandidaat 'n vyf-en-sewentig persent (75%) meerderheid in die eerste stemming verwerf nie.

(6) In elke opeenvolgende stemming word die kandidaat wat die minste stemme in die vorige stemming verwerf as kandidaat uigeskakel.

(7) Indien die voorsitter om enige rede voor die verstryking van sy termyn sy amp ontruim, moet die Konvokasie ooreenkomstig subparagrafe (2) tot (6) 'n nuwe voorsitter vir die onverstreke gedeelte van die betrokke ampstermyn kies.

(8) Die voorsitter van die Konvokasie is die voorsitter van alle vergaderings van die Konvokasie: Met dien verstande dat die lede teenwoordig in sy afwesigheid onder leiding van die sekretaris 'n voorsitter vir daardie vergadering uit hulle geledere moet verkies.

Vergaderings van die Konvokasie

18. (1) Alle vergaderings van die Konvokasie word by die setel van die Technikon gehou.

(2) Die Konvokasie moet minstens een maal per jaar vergader.

(3) 'n Vergadering van die Konvokasie kan te eniger tyd na goeddunke deur die voorsitter belê word binne sestig (60) dae nadat 'n skriftelike versoek daartoe, wat deur minstens vyftig (50) lede onderteken is, by hom ingedien is: Met dien verstande dat die sake vir ooreweging op sodanige vergadering in die vorm van spesiale mosies gestel word en dat geen ander sake behalwe dié wat in die versoek genoem word, op sodanige vergadering bespreek mag word nie.

(4) 'n Kennisgewing van 'n vergadering van die Konvokasie tesame met 'n agenda moet minstens veertien (14) dae voor die vergadering aan elke lid van die Konvokasie gestuur word.

(5) Vyftig (50) lede van die Konvokasie vorm 'n kworum op vergaderings: Met dien verstande dat die lede teenwoordig na die verstryking van 'n tydperk van tien (10) minute na die aanvangstyd van 'n vergadering, 'n kworum vorm.

(6) Die bepalings van paragrafe, 5, 6, 7, 8 en 9 is *mutatis mutandis* op vergaderings van die Konvokasie van toepassing.

(7) Die notule van alle vergaderings van die Konvokasie moet ter inligting aan die Raad en aan die Akademiese Raad gestuur word.

Verteenwoordiger van Konvokasie in die Raad

19. By die verkiesing van 'n lid van die Raad in artikel 16 (2) (e) van die Wet bedoel is die bepalings van paragraaf 17 (2) tot (6) *mutatis mutandis* van toepassing.

GELDE BETAALBAAR DEUR STUDENTE EN WERKNEMERS

20. (1) Alle gelde aan die Technikon verskuldig word deur die Raad bepaal.

(2) Alle gelde is verskuldig maar nie betaalbaar by registrasie nie.

DONORS**Manner of election of representative by donors**

21. (1) Whenever it is necessary for donors to elect a person as a member of the Council referred to in section 16 (2) (f) of the Act the secretary to the Council shall, by written notice at least ninety (90) days before the date determined by him for the election of members of the Council, invite such donors to nominate in writing persons to be elected as members of Council.

(2) A nomination referred to in subparagraph (1) shall be signed by the nominee and shall reach the secretary to the Council at least sixty (60) days before the date referred to in subparagraph (1).

(3) If the number of candidates nominated is not greater than the number of members to be elected, the secretary to the Council shall declare such candidates to be duly elected.

(4) If more candidates are nominated than there are members to be elected the secretary to the Council shall, not less than thirty (30) days before the date referred to in subsection (1), post to the donors ballot papers containing the names of all the candidates in alphabetical order.

(5) A donor shall be entitled to one vote plus an additional vote for every completed amount of R5 000 above R5 000 donated to the Technikon or the donor has undertaken to donate to the Technikon in regular instalments over a period of not more than four years: Provided that such period of four years shall commence from the date of receipt of the first instalment and the maximum number of votes to which such donor shall be entitled shall be limited to 50 per donor: Provided further that a donor's number of votes shall be calculated on only those donations made during the four-year period immediately preceding the election.

(6) A ballot paper shall be returned to the secretary to the Council by registered post.

(7) A ballot paper which is received by the secretary to the Council after the date referred to in subparagraph (1) shall be invalid.

(8) At any election the secretary to the Council shall act as electoral officer and he shall be assisted by two scrutineers nominated by the Principal.

(9) The secretary of the Council shall declare the person who obtains the highest number of votes to have been duly elected, and in the event of an equality of votes the result shall be determined by him by lot in the presence of two scrutineers.

STUDENTS' REPRESENTATIVE COUNCIL**Composition**

22. The student representative council (hereinafter referred to as the SRC) shall consist of not more than twenty (20) and not less than twelve (12) members.

SKENKERS**Wyse van verkiesing van verteenwoordiger deur skenkers**

21. (1) Wanneer dit vir skenkers nodig is om 'n persoon tot lid van die Raad te verkies soos in artikel 16 (2) (f) van die Wet beoog, gee die Sekretaris van die Raad skriftelik kennis van minstens negentig (90) dae voor die datum wat hy vir verkiesing van raadslede bepaal het, waarin skenkers versoek word om persone skriftelik te nomineer om as raadslede verkies te word.

(2) 'n Nominasie in subparagraaf (1) bedoel moet deur die genomineerde onderteken word en moet die Sekretaris van die Raad minstens sestig (60) dae voor die datum in subparagraaf (1) bedoel, bereik.

(3) Indien die aantal kandidate genomineer nie meer is as die aantal lede wat verkies moet word nie, verklaar die Sekretaris van die Raad dat sodanige kandidate behoorlik verkies is.

(4) Indien meer kandidate genomineer word as wat verkies moet word, pos die Sekretaris van die Raad minstens dertig (30) dae voor die datum in subparagraaf (1) bedoel stembriewe aan die skenkers, waarop die name van al die kandidate in alfabetiese volgorde aangebring is.

(5) 'n Skenker is geregtig op een stem plus 'n addisionele stem vir elke bedrag van R5 000 bo R5 000 aan die Technikon geskenk is of waarvan die skenking aan die Technikon in gereelde paaielemente oor 'n tydperk van nie meer as vier jaar nie aan die Technikon onderneem is: Met dien verstande dat sodanige tydperk van vier jaar 'n aanvang neem op die datum waarop die eerste paaielement ontvang is en die maksimum aantal stemme waarop so 'n skenker geregtig is, beperk word tot 50 per skenker: Met dien verstande voorts dat 'n skenker se aantal stemme bereken word op slegs daardie skenkings gemaak gedurende die vierjaar-periode wat die verkiesing onmiddellik voorafgaan.

(6) 'n Stembrief word na die Sekretaris van die Raad per geregistreerde pos teruggestuur.

(7) 'n Stembrief wat deur die Sekretaris van die Raad ontvang word na die datum in subparagraaf (1) bedoel, is ongeldig.

(8) By enige verkiesing tree die Sekretaris van die Raad op as kiesbeampte en word deur twee stemopnemers deur die Hoof benoem, bygestaan.

(9) Die Sekretaris van die Raad verklaar die kandi daat wat die hoogste aantal stemme op hom verenig het as behoorlik verkies en, in die geval van 'n staking van stemme, word die uitslag deur hom bepaal deur loting in die teenwoordigheid van die twee (2) stemopnemers.

STUDENTE TRANSFORMASIE FORUM**Samestelling**

22. Die Studente Transformasie Forum (hierna die STF genoem) bestaan uit hoogstens tien (10) en minstens agt (8) lede.

Manner of election

23. (1) Nominations of candidates for the SRC shall be seconded by eight (8) students with a right to vote, and shall be signed by the nominee.

(2) A student shall have the right to vote if and for as long as he is registered for a course at the Technikon as a year or semester student and has paid the required fees.

(3) An election shall be conducted by secret ballot.

(4) The Council shall, after consultation with the existing SRC, if any, nominate a person to officiate as electoral officer for the election of members of the SRC.

(5) The chairman and vice-chairman of the SRC shall be elected by SRC members at a special meeting convened for that purpose.

Term of office

24. The term of office of the SRC shall be one (1) year: Provided that SRC members shall be eligible for re-election.

Functions and privileges

25. (1) The SRC shall serve the students of the Technikon and the community and they shall focus on the promotion of student interests and the development of student potential.

(2) The SRC shall be the highest body of authority among the students.

CONDITIONS OF SERVICE

GENERAL CONDITIONS

Duties of employees

26. (1) The duties of every employee at the Technikon shall be mutually agreed upon and shall be considered to include implied terms and common law principles.

(2) The normal duties of employees shall be reflected in job descriptions and the duties of academic staff shall include teaching and examining students, the promotion and extension of knowledge in their particular field of study through research and publication, sharing in the control and administration of the department, invigilation during examinations and participation in the official activities of the Technikon, including those of the academic board and other committees to which they may be appointed.

(3) An employee may be required temporarily to perform duties other than those ordinarily entrusted to such an employee.

Appointment

27. No person shall be appointed, transferred or promoted to a post as a permanent employee, unless such a person—

- (a) meets the requirements for the appointment to such a post; and
- (b) furnish satisfactory proof that he is free from any disease or physical or mental defect which could interfere with the proper performance of his duties at the Technikon before reaching the retirement age applicable to him.

Wyse van verkiesing

23. (1) Nominasies vir kandidate vir die STF moet deur agt (8) stemgeregtigde studente geseondeer word en word deur die genomineerde onderteken.

(2) 'n Student het die reg om te stem indien en vir solank hy as 'n jaar- of semesterstudent vir 'n kursus aan die Technikon ingeskryf is en hy die vereiste gelde betaal het.

(3) Verkiezing geskied by wyse van 'n geheime stemming.

(4) Die Raad nomineer na oorlegpleging met die bestaande STF, as daar een is, 'n persoon om as kiesbeampde op te tree vir die verkiezing van lede van die STF.

(5) Die konvenor van die STF word deur lede van die STF verkies op 'n spesiale vergadering wat vir daardie doel belê is.

Ampstermyn

24. Die ampstermyn van die STF is een (1) jaar: Met dien verstande dat lede van die STF herverkiesbaar is.

Werksaamhede en voorregte

25. (1) Die STF dien die studente van die Technikon en die gemeenskap, en as sodanig word daar gefokus op die bevordering van die belange van die student en die ontwikkeling van die potensiaal van die student.

(2) Die STF is die hoogste gesagsliggaam van die studente.

DIENSVOORWAARDES

ALGEMENE VOORWAARDES

Pligte van werknemers

26. (1) Die pligte van elke werknemer by die Technikon word onderling ooreengekom en sluit vanselfsprekende voorwaardes en gemenereg beginsels in.

(2) Die normale pligte van werknemers word in posbeskrywings weergegee en die pligte van akademiese personeel sluit die gee van lesings, die eksaminering van studente, die bevordering en uitbreiding van kennis in hulle spesifieke studieveld deur navorsing en publikasies, deelname aan die beheer en administrasie van die departement, toesighouding tydens eksamens en deelname aan amptelike aktiwiteite van die Technikon, met insluiting van die aktiwiteite van die Akademiese Raad en ander komitees waarin hulle aangestel mag word, in.

(3) Van 'n werknemer kan verwag word om tydelik ander pligte te verrig as dié wat gewoonlik aan sodanige werknemer toevertrou word.

Aanstelling

27. Niemand word as 'n permanente werknemer aangestel, oorgeplaas of bevorder nie, tensy sodanige persoon—

- (a) aan die vereistes vir die aanstelling in sodanige pos voldoen; en
- (b) bevredigende bewys kan lewer dat hy vry van enige siekte of fisiese of geestelike gebrek is, wat inbreuk kan maak op die behoorlike uitvoering van sy pligte by die Technikon voordat hy die aftree-ouderdom, van toepassing op hom, bereik het.

Assumption of duty: Commencing date of payment

28. (1) An employee shall be paid with effect from the date of his appointment.

(2) If a person who was in the employment of the Technikon as a member of the academic staff in a temporary capacity up to and including the last day of a Technikon term, is reappointed with effect from a date within the first calendar week of the following Technikon term his service shall be regarded as continuous.

Salaries

29. Subject to the provisions of section 24 of the Act the salaries of employees shall be determined and reviewed annually in accordance with the Technikon's Remuneration Policy.

Performance of other work by employees

30. An employee may only—

- (a) accept paid employment or work from anybody other than the Technikon; and
- (b) claim, accept or demand additional payment in respect of any official work that he has been ordered by a competent authority to perform.

Pension rights and retirement benefits

31. (1) The Technikon shall provide its employees with Pension Fund and/or Provident Fund benefits. The selection of Pension and/or Provident Funds and the ratio of contributions shall be decided jointly by Employer- and Employee representation.

(b) When an employee reaches retirement age he is obliged to retire at the end of the month in which he reaches the applicable age.

Medical aid

32. (1) The Technikon shall provide employees with the facility of membership to medical aid.

(2) The Technikon shall consult with employees before deciding upon the type of medical aid cover, the medical aid supplier and the ratio of contributions.

Confidential nature of documents concerning employees

33. All documents, files and correspondence concerning anything which are done in terms of the Statute or these Rules concerning an employee are the property of the Technikon and shall be of a confidential nature: Provided that an employee or his legal representative shall have the right to access to or inspection of his personal file under the supervision of a person designated by the Rector and shall be permitted to make copies of relevant documents thereof: Provided further that any other employee may have access thereto solely in the execution of his duties.

Disciplinary procedure

34. All employees are subject to the collectively agreed Disciplinary Procedure for Technikon staff.

Diensaanvaarding: Datum waarop betaling begin

28. (1) 'n Werknemer word met ingang van die datum van sy aanstelling betaal.

(2) Indien iemand wat tot en met die laaste dag van 'n technikontermyn in 'n tydelike hodonigheid as lid van die akademiese personeel in diens van die Technikon was, heraanstelling word met ingang van 'n datum binne die eerste kalenderweek van die eersvolgende technikontermyn, word sy diens as aaneenlopend beskou.

Salarisse

29. Behoudens die bepalings van artikel 24 van die Wet word salarisse van werknemers bepaal en jaarliks hersien in ooreenstemming met die Technikon se Vergoedingsbeleid.

Verrigting van ander werk deur werknemers

30. 'n Werknemer kan slegs met goedkeuring—

- (a) betaalde diens of werk van enigiemand anders as die Technikon aanvaar; en
- (b) bykomende vergoeding eis, aanvaar of vereis met betrekking tot enige amptelike werk wat hy versoek word om te verrig deur 'n bevoegde gesag.

Pensioenregte en aftreevoordele

31. (1) Die Technikon sal sy werknemers voorsien van pensioen- en/of voorsorgfondsvoordele. Die keuse van pensioen- en/of voorsorgfondsvoordele en die bydraeverhouding sal gesamentlik deur Werkgewer en Werknemerverteenwoordiging bepaal word.

(2) Wanneer 'n werknemer aftree-ouderdom bereik, is hy verplig om aan die einde van die maand waarin hy die toepaslike ouderdom bereik, af te tree.

Mediese bystand

32. (1) Die Technikon voorsien werknemers van 'n geleentheid om mediese bystanddekking te bekom.

(2) Die Technikon raadpleeg werknemers alvorens 'n besluit geneem word oor die soort mediese bystanddekking, die mediese bystandverskaffer en die verhouding van bydraes.

Vertroulike aard van dokumente rakende werknemers

33. (1) Alle dokumente, lêers en korrespondensie betreffende enigiets wat ingevolge die Wet, Statuut of hierdie Reëls gedoen word, is die eiendom van die Technikon, en is van vertroulike aard: Met dien verstande dat 'n werknemer of sy regsvertegenwoordiger die reg op toegang tot of insae in sy persoonlike lêer onder toesig van 'n persoon wat deur die Rector aangewys word, het en toegelaat word om afskrifte van tersaaklike dokumente te maak: Met dien verstande voorts dat enige ander werknemer toegang daartoe kan hê slegs in die loop van die uitvoering van sy amptelike pligte.

Dissiplinêre prosedure

34. Alle werknemers is onderworpe aan die kollektief ooreengekome Dissiplinêre Prosedure vir Technikonpersoneel.

Grievance procedure

35. All Technikon staff shall have access to the collectively agreed Grievance procedure.

Reports on staff and adverse remarks

36. Any document which is intended to be kept on an employee's personal file, and containing any adverse remark, shall be brought to the attention of the employee concerned and he shall be—

- (a) requested to sign the document in question; and
- (b) invited to respond thereto in writing.

Participation in political and other activities

37. (1) An employee—

- (a) shall not use his position of office to promote or prejudice the interests of a political party;
- (b) who in terms of the provision of applicable legislation is nominated, elected and appointed as a member of national or provincial government may be granted accumulative leave, special leave with pay or special leave without pay: Provided that if such employee is elected he shall be deemed to have resigned from his employment with effect from the day on which he is elected; and
- (c) shall not display, circulate or distribute a notice, document, bill or other paper which seeks support for a political party of which relates to the election or the opposition of the election of a person as a member of Parliament and any body referred to in (2), on the grounds, sports grounds or at a function of the Technikon, whether before, during or after Technikon hours, and he shall not perform any other act relating to such election on any such grounds, sports grounds or at any function of the Technikon.

(2) An employee shall not allow that his membership of any city council, municipal council, village council, health committee, management committee or consultative committee, local authority, school board or hospital board in any way whatsoever interfere with his official duties.

(3) If any dispute arises between Council and any body referred to in subparagraph (2), an employee who is a member of any such body shall not take part in the discussion of or vote on any such dispute.

Personal information to be notified

38. (1) an employee shall notify the Technikon of the following:

- (a) His residential address and any change thereof;
- (b) his telephone number at home (if he has a telephone) and any change thereof;
- (c) any change in his marital status;
- (d) any change in the number of his dependants;
- (e) any change in his circumstances which could affect his medical aid contributions or other deductions made from his salary.

(2) Such information shall be recorded.

Grieweprocedure

35. Alle Technikonpersoneel het toegang tot die kollektief ooreengekome Griewe procedure.

Verslae oor personeel en ongunstige opmerkings

36. Enige dokument wat bedoel is om op 'n werknemer se persoonlike lêer gehou te word en wat enige ongunstige opmerking bevat, word onder die betrokke werknemer se aandag gebring, en hy word—

- (a) gevra om die betrokke dokument te onderteken; en
- (b) genooi om skriftelik daarop te reageer.

Deelname aan politieke en ander aktiwiteite

37. (1) 'n Werknemer—

- (a) gebruik nie sy posisie of amp om die belange van 'n politieke party te bevorder of te benadeel nie;
- (b) wat ingevolge die bepalinge van enige toepaslike wetgewing genomineer word as 'n kandidaat van die nasionale of 'n provinsiale regering, kan ooplooptbare verlof, spesiale verlof met betaling of spesiale verlof sonder betaling toegestaan word, met dien verstande dat indien sodanige werknemer verkies, word tot of aangestel word as 'n lid van die nasionale of 'n provinsiale regering, dit geag word dat hy bedank het met ingang van die dag waarop hy aldus verkies of aangestel word;
- (c) bring geen kennisgewing, dokument, biljet of ander stuk wat 'n politieke party steun of wat betrekking het op die verkiesing of die opposering van die verkiesing van iemand tot lid van die Parlement en 'n liggaam bedoel in (b) op die terrein, sportterrein of by 'n funksie van 'n technikon, aan, hetsy voor, gedurende of na die technikonure, versprei dit of deel dit uit nie en hy verrig geen ander daad wat op sodanige verkiesing betrekking het op sodanige terrein, sportterrein of by enige funksie van 'n technikon nie.

(2) 'n Werknemer laat nie sy lidmaatskap van 'n stadsraad, munisipale raad, dorpsbestuur, gesondheidskomitee, bestuurs- of raadplegende komitee, plaaslike bestuur, skoolraad of hospitaalbestuur op enige wyse op sy ampspligte inbreuk maak nie.

(3) Indien 'n geskil tussen die Raad en enige liggaam in (b) hierbo ontstaan neem 'n werknemer wat lid is van enige sodanige liggaam nie aan die bespreking van of stemming oor die geskil deel nie.

38. (1) 'n Werknemer stel die Rektor van die volgende in kennis:

- (a) Sy woonadres en enige verandering daarvan;
- (b) sy telefoonnommer by die huis (indien hy 'n telefoon het) en enige verandering daarvan;
- (c) enige verandering in sy huwelikstatus;
- (d) enige verandering in die getal van sy afhanklikes;
- (e) enige verandering in sy omstandighede wat sy bydraes tot die mediese bystand of ander af-trekkings van sy salaris kan beïnvloed.

(2) Sodanige inligting word aangeteken.

Working hours per week and official hours of attendance and instruction

39. (1) Employees shall observe the number of working hours per week as agreed: Provided that different working hours in respect of different categories of employees may be determined.

(2) Notwithstanding anything to the contrary contained in these Rules, an employee may be required and agree to perform official duties on any day of the week or at any time during the day or night or to attend at his normal place of work or elsewhere for such duty.

LEAVE AND LEAVE GRATUITIES

Classification of leave

40. (1) All absences from duty with leave shall be classified under one or more of the following headings:

- (a) Vacation leave;
- (b) Accumulative leave;
- (c) Sick leave with full pay;
- (d) Sick leave with half pay;
- (e) Sick leave without pay;
- (f) Special sick leave with full pay;
- (g) Special leave with full pay;
- (h) Special leave without pay;
- (i) Maternity leave.

(2) All unauthorised absences from duty shall, apart from any disciplinary steps which may be taken against and employee, be deemed to be special leave without pay unless determined otherwise.

Classification of employees for leave purposes

41. (1) Employees shall, for the purpose of leave provisions, be classified in the undermentioned groups and shall be granted leave accordingly:

GROUP A

Members of the academic staff

(2) (a) *Vacation leave with full pay*: For such periods as approved during Technikon holidays, not exceeding 40 working days per annum in the aggregate: Provided that the Council may, in special circumstances and having taken into account the functions of specific employees, approved that such leave be taken in whole or in part during periods other than Technikon holidays.

(b) *Sick leave*: In each cycle with—

- (i) full pay—64 working days; and
- (ii) half pay—64 working days.

(c) *Accumulative leave*: Such leave shall be 11 working days per annum with full pay and shall accrue on a monthly basis for each completed calendar month of service.

Werkure per week en amptelike diens- en onderrigure

39. (1) Werknemers kom die aantal werkure per week soos ooreengekom na: Met dien verstande dat verskillende werkure ten opsigte van verskillende kategorieë werknemers kan geld.

(2) Ondanks enige andersluidende bepalings in hierdie Reëls, kan van 'n werknemer vereis word en stem by toe om op enige dag van die week of enige tyd van die dag of nag amptelike diens te verrig, of om by sy normale werkplek of elders vir sodanige diens aanwesig te wees.

VERLOF EN VERLOFGRATIFIKASIE

Klassifikasie van verlof

40. (1) Alle afwesigheid van diens met verlof word onder een of meer van die volgende hoofde ingedeel:

- (a) Vakansieverlof;
- (b) Oplooptbare verlof;
- (c) Siekteverlof met volle betaling;
- (d) Siekteverlof met halwe betaling;
- (e) Siekteverlof sonder betaling;
- (f) Spesiale siekteverlof met volle betaling;
- (g) Spesiale verlof met volle betaling;
- (h) Spesiale verlof sonder betaling;
- (i) Kraamverlof.

(2) Alle ongemagtigde afwesigheid van diens word, ongeag enige dissiplinêre stappe wat teen 'n werknemer geneem kan word tensy anders bepaal, geag spesiale verlof sonder betaling te wees.

Klassifikasie van werknemers vir verlofdoeleindes

41. (1) Werknemers word vir die doeleindes van verlofvoorsienings, in die volgende groepe geklassifiseer en verlof word in ooreenstemming hiermee toegestaan:

GROEP A

Akademiese personeel

(2) (a) *Vakansieverlof met volle betaling*: Vir sodanige tydperk gedurende technikonvakansies soos goedgekeur, wat in die geheel nie 40 werksdae per jaar oorskry nie: Met dien verstande dat die Raad onder spesiale omstandighede en met inagneming van die funksies van spesifieke werknemers, kan goedkeur dat sodanige verlof as geheel of gedeeltelik geneem word gedurende ander tydperke as technikonvakansies.

(b) *Siekteverlof*: In elke siklus met—

- (i) volle betaling—64 werksdae; en
- (ii) halwe betaling—64 werksdae.

(c) *Oplooptbare verlof*: 11 werksdae per jaar met volle betaling wat maandeliks vir elke voltooide kalendermaand van diens oploopt.

GROUP B**Members of administrative and auxiliary staff other than those provided for in Group C**

(3) *Vacation leave with full pay:* For such periods as approved by the Council during Technikon holidays, not exceeding 30 working days per annum in the aggregate: Provided that the council may, in special circumstances, approved that such leave be taken in whole or in part during periods, other than Technikon holidays.

(b) *Sick leave:* In each cycle with—

(i) full pay—64 working days; and

(ii) half pay—64 working days.

(c) *Accumulative leave:* Such leave shall be nine working days per annum with full pay and shall accrue on a monthly basis for each complete calendar month of service.

GROUP C**Members of the general maintenance and service staff, who are normally required to remain on duty during technikon holidays**

(4) (a) *Vacation leave with full pay:* For such periods as approved shall be at least 15 working days and shall not exceed 24 working days per annum in aggregate.

(b) *Sick leave:* In each cycle with—

(i) full pay—64 working days; and

(ii) half pay—64 working days.

(c) *Accumulative leave:* Such leave shall be at least five working days and shall not exceed eight working days per annum with full pay.

(5) Notwithstanding anything to the contrary contained in these Rules, special leave with or without pay may be granted to an employee by the council.

(6) Unused vacation leave for a particular calendar year shall lapse at the end of that calendar year and shall not be carried forward to the next calendar year.

Leave is a privilege

41. Leave except sick leave, shall be granted with due regard to the exigencies of the Technikon.

Days of rest

42. All public holidays are paid holidays for employees.

Granting and withdrawal of leave: Leave application forms and leave registers

43. (1) Application for leave shall be made in writing on a form determined by the Technikon.

(2) The granting of all leave shall be subject to approval.

(3) Leave already granted may at any time be withdrawn.

(4) Except in a case where a permanent employee is suspended from duty or where an employee is prevented by his sudden illness, or by other circumstances which are acceptable to the council, from remaining on or reporting for duty, he shall not leave or stay away from work until he has applied in writing for leave and has been advised that the leave application has been approved.

GROEP B**Administratiewe en hulppersoneel, behalwe dié waarvoor in Groep C voorsiening gemaak is**

(3) *Vakansieverlof met volle betaling:* Vir sodanige tydperke gedurende technikonvakansies soos goedgekeur, maar wat in die geheel nie 30 werksdae per jaar oorskry nie: Met dien verstande dat die Raad in spesiale omstandighede kan goedkeur dat sodanige verlof as geheel of gedeeltelik gedurende ander tydperke as technikonvakansies geneem word.

(b) *Siekteverlof:* In elke siklus met—

(i) volle betaling—64 werksdae; en

(ii) halwe betaling—64 werksdae.

(c) *Oplopende verlof:* Nege werksdae per jaar met volle betaling wat maandeliks vir elke voltooiende kalendermaand van diens ooploop.

GROEP C**Algemene, instandhoudings- en dienspersoneel, van wie normaalweg verwag word om aan te bly gedurende die technikonvakansies**

(4) (a) *Vakansieverlof met volle betaling:* Vir sodanige tydperke soos goedgekeur en beloop minstens 10 werksdae en nie meer as 24 werksdae per jaar in totaal per jaar nie.

(b) *Siekteverlof:* In elke siklus met—

(i) volle betaling—64 werksdae; en

(ii) halwe betaling—64 werksdae.

(c) *Oplopende verlof:* Sodanige verlof beloop minstens vyf werksdae en oorskry nie agt werksdae per jaar met volle betaling nie.

(5) Ondanks andersluidende bepalings in hierdie Reëls, kan spesiale verlof met of sonder betaling deur die Raad aan 'n werknemer toegestaan word.

(6) Ongebruikte vakansieverlof vir 'n spesifieke kalenderjaar vervel aan die einde van die betrokke kalenderjaar en word nie oorgedra na die volgende kalenderjaar nie.

Verlof is 'n voorreg

41. Alle verlof, behalwe siekteverlof, word toegestaan met inagneming van die behoeftes van die Technikon.

Rusdae

42. Alle openbare vakansiedae is betaalde vakansiedae vir werknemers.

Toestaan en terugbetaling van verlof: Verlofaansoekvorms en verlofregister

43. (1) 'n Aansoek om verlof word skriftelik op 'n vorm deur die Technikon bepaal, gedoen.

(2) Die toestaan van alle verlof is aan goedkeuring onderworpe.

(3) Verlof reeds toegestaan kan te eniger tyd teruggetrek word.

(4) Behalwe in 'n geval waar 'n permanente werknemer van diens onthef is of weens skielike siekte of ander omstandighede wat vir die Technikon aanneemlik is, verhinder word om in sy werk aan te bly of hom vir diens aan te meld, verlaat hy nie of bly hy nie van diens weg voordat hy skriftelik om verlof aansoek gedoen het en hy in kennis gestel is dat die verlofaansoek goedgekeur is nie.

(5) (a) The Technikon shall keep a leave register in respect of each employee in which all absences from duty shall be recorded in accordance with the classification in paragraph 40 (1).

(b) All applications for leave shall be filled for audit and other purposes in the office where the leave register is kept, for such period as the Council may direct.

Voluntary termination of leave by an employee

44. An employee who wishes to assume duty before the expiry of a period of leave granted to him under these Rules shall not do so before having obtained prior approval.

Overgranting of leave

45. If an employee is granted leave with pay in excess of that provided for in these Rules, such overgranting shall be deducted from such leave which subsequently accrues to him or shall be recovered from salary due to him.

Provision for allowances and service benefits during leave other than vacation leave

46. (1) The Council may refuse to pay any allowance, due to an employee for doing a specific job during periods of paid leave, other than vacation leave, granted to him.

(2) The council may issue directions regarding the financial arrangements to be followed to provide for certain continuous service benefits to which an employee may be entitled during a period of unpaid leave, or leave with half pay, or a combination of unpaid leave, leave with half pay and paid leave.

Granting of accumulative leave

47. (1) The council may at any time require an employee to take a portion or the whole of the accumulative leave standing to his credit: Provided that the maximum period of leave prescribed in subparagraphs (2) and (4), shall not be exceeded.

(2) Accumulative leave shall not be granted to a member of the academic staff for less than one Technikon term or more than two technikon terms unless otherwise approved by the Technikon.

(3) Accumulative and vacation leave with full or half pay up to a maximum of 71 working days in any period of 18 months may be granted to an employee other than a member of the academic staff.

(4) The council may, if sound reasons exist, grant an employee with no accumulative leave standing to his credit special leave without pay not exceeding two Technikon terms if he is a member of the academic staff and not exceeding 71 working days if he is an employee other than a member of the academic staff, in a continuous period of 18 months.

(5) (a) Die Technikon hou ten opsigte van elke werknemer 'n verlofregister waarin alle afwesighede van diens aangeteken word in ooreenstemming met die klassifikasie in paragraaf 40 (1).

(b) Alle verlofaansoeke word vir oudit- en ander doeleindes bewaar in die kantoor waar die verlofregister gehou word, vir sodanige tydperk wat die Raad bepaal.

Vrywillige opskorting van verlof deur 'n werknemer

44. 'n Werknemer wat verkies om diens te aanvaar voor die verstryking van 'n verloftydperk aan hom toegestaan kragtens hierdie Reëls, doen dit nie voordat hy vooraf daarvoor goedkeuring verkry het nie.

Oortoekenning van verlof

45. Indien daar aan 'n werknemer meer verlof met betaling toegestaan is as waarvoor voorsiening gemaak is in hierdie Reëls, kan sodanige oortoekenning afgetrek word van sodanige verlof wat later aan hom toeval of van salaris aan hom verskuldig verhaal word.

Voorsiening vir toelaes en diensvoordele gedurende verlof, anders as vakansieverlof

46. (1) Die Raad kan weier om aan 'n werknemer enige toelaag wat vir 'n spesifieke taak aan sodanige werknemer toegestaan is gedurende tydperke van betaalde verlof, anders as vakansieverlof, uit te betaal.

(2) Die Raad kan voorskrifte uitreik betreffende die finansiële reëlings wat gevolg moet word om te voorsien vir sekere deurlopende diensvoordele waarop 'n werknemer geregtig is gedurende 'n tydperk van onbetaalde verlof of verlof met halwe betaling of 'n kombinasie van onbetaalde verlof, verlof met halwe betaling en betaalde verlof.

Toestaan van oplopende verlof

47. (1) Die Raad kan te eniger tyd vereis dat 'n werknemer 'n gedeelte of die geheel van die oplopende verlof wat tot sy krediet staan, neem: Met dien verstande dat die maksimum verloftydperk wat in subparagraphe (2) en (4) voorgeskryf word, nie oorskry word nie.

(2) Oplopende verlof word nie aan 'n lid van die akademiese personeel vir minder as een technikontermyn of vir meer as twee technikontermyne toegestaan nie tensy anders goedgekeur.

(3) Oplopende verlof en vakansieverlof met volle betaling of halwe betaling tot hoogstens 71 werkdade kan in enige tydperk van 18 maande aan 'n werknemer anders as 'n lid van die akademiese personeel toegestaan word.

(4) Die Raad kan, indien grondige redes daarvoor bestaan, aan 'n werknemer wat nie oplopende verlof tot sy krediet het nie, spesiale verlof sonder betaling vir 'n tydperk wat nie twee technikontermyne oorskry nie, toestaan indien hy lid van die akademiese personeel is en hoogstens 71 werkdade indien hy 'n werknemer anders as 'n lid van die akademiese personeel is, in 'n ononderbroke tydperk van 18 maande.

Leave for study and research purposes

48. (1) If accumulative leave standing to the credit of an employee who is a member of the academic staff is taken by such employee for purposes of study and research, the council may, upon application by such employee and on submission by him of a satisfactory study and research programme, grant such employee an equal number of days special leave with full pay for the said purpose.

(2) An employee other than a member of the academic staff may be granted study leave on the basis determined by the Council.

Maternity leave

49. A female employee who is not entitled to any benefits in terms of the Unemployment Insurance Act, 1966 and who has been in the employ of the Technikon for at least 10 months, shall be entitled to 50 working days paid maternity leave for her confinement.

(2) A female employee who is entitled to benefits in terms of the Unemployment Act, 1966 and who has been in the employ of the Technikon for at least 12 months, shall be entitled to 50 working days paid maternity leave for her confinement: Provided that the salary which she receives during such period of leave shall be reduced by the amount received in terms of the Unemployment Insurance Act, 1966.

(3) A female employee who is not entitled to maternity leave referred to in subparagraphs (1) and (2) shall be entitled to paid maternity leave for her confinement on the basis of two working days for every completed month of service.

(4) The council may, in addition to any period of paid maternity leave, grant such an employee paid accumulative leave standing to her credit, or unpaid special leave.

(5) A female employee who wishes to take maternity leave for her confinement shall give at least one month's notice of the date on which the leave will commence.

(6) A female employee shall take at least one month's leave before the anticipated date of confinement and at least six weeks after the confinement or stillbirth of a child: Provided that leave after confinement may be extended to eight weeks should the employee fail to take leave four weeks before confinement.

(7) A female employee shall be entitled to paid maternity leave on only two occasions while she is in the employ of the Technikon.

SICK LEAVE

General provisions: Sick leave

50. (1) Sick leave shall accrue to an employee on the first day of a cycle or on the date of his assumption of duty where such date falls within a cycle, and with effect from that day the full provision of the cycle in question may be granted to him provided the other provision of these rules are complied with: Provided that no employee shall be granted sick leave with full pay until he has completed one month's service and then only in respect of absences subsequent to the completion of such service.

Verlof vir studie- en navorsingsdoeleindes

48. (1) Indien 'n werknemer wat lid is van die akademiese personeel oplopende verlof wat tot sy krediet staan, neem vir studie- of navorsingsdoeleindes, kan die Raad op aansoek van sodanige werknemer en by indiening deur hom van 'n bevredigende studie- en navorsingsprogram, 'n gelyke aantal dae spesiale verlof met volle betaling toestaan.

(2) Aan 'n werknemer anders as 'n lid van die akademiese personeel word studieverlof toegestaan op die grondslag wat die Raad bepaal.

Kraamverlof

49. 'n Vroulike werknemer wat nie op enige voordele ingevolge die Werkloosheidsversekeringswet, 1966, geregtig is nie en wat minstens 10 maande in die diens van die Technikon is, is op 50 werkdae betaalde kraamverlof vir haar bevalling geregtig.

(2) 'n Vroulike werknemer wat geregtig is op voordele ingevolge die Werkloosheidsversekeringswet, 1966, en wat vir minstens 12 maande in die diens van die Technikon is, is op 50 werkdae betaalde kraamverlof geregtig: Met dien verstande dat die salaris wat sy gedurende sodanige tydperk van verlof ontvang verminder word met die bedrag ontvang ingevolge die Werkloosheidsversekeringswet, 1966.

(3) 'n Vroulike werknemer wat nie op kraamverlof bedoel in subparagrafe (1) en (2) geregtig is nie, is geregtig op betaalde kraamverlof vir haar bevalling op die basis van twee werkdae vir elke voltooide maand van diens.

(5) 'n Vroulike werknemer wat kraamverlof vir haar bevalling neem, gee minstens een maand kennis van die datum waarop die verlof 'n aanvang sal neem.

(6) 'n Vroulike werknemer neem minstens een maand verlof voor die verwagte datum van die beveling en minstens ses (6) weke na die bevalling of doodgeboorte van 'n kind: Met dien verstande dat verlof na die bevalling tot agt weke uitgebrei mag word indien die werknemer nagelaat het om vier (4) weke voor die bevalling verlof te neem.

(7) 'n Vroulike werknemer is slegs by twee geleenthede gedurende haar diens by die Technikon op betaalde kraamverlof geregtig.

SIEKTEVERLOF

Algemene bepalings: Siekteverlof

50. (1) Siekteverlof val toe aan 'n werknemer op die eerste dag van 'n tydkring of op die datum van sy diensaanvaarding waar sodanige datum binne 'n tydkring val, en met ingang van daardie dag kan die volle voorsiening vir die betrokke tydkring aan hom toegestaan word, mits aan die ander bepalings van hierdie reëls voldoen word: Met dien verstande dat geen siekteverlof met volle betaling aan 'n werknemer toegestaan word tensy hy een maand diens voltooi het nie en dan slegs ten opsigte van afwesighede na voltooiing van sodanige diens.

(2) An employee may, on his written application, be granted accumulative leave standing to his credit in lieu of sick leave with pay or sick leave without pay: Provided that such application shall be submitted not later than one month after he has resumed duty: Provided further that—

- (a) at the written request of an employee, such accumulative leave may be converted into special leave with half pay on the basis of two (2) days with half pay for each day of accumulative leave standing to his credit;
- (b) the number of days leave so granted to an employee other than a member of academic staff shall not exceed 261 working days in a cycle;
- (c) the Technikon shall be satisfied that the employee is at that stage not permanently unfit for the performance of his normal duties; and
- (d) if such leave has been granted to an employee and he has received payment in respect thereof, it shall not be reconverted into sick leave with half pay or without pay.

(3) If an employee to whom accumulative leave with pay has been granted, takes ill while on such leave, that part of the accumulative leave during which he was ill may be converted into sick leave: Provided that—

- (a) an employee shall apply in writing for such conversion within thirty (30) days of the expiry of his accumulative leave;
- (b) the period during which he was ill was at least five working days.

(4) Unused sick leave shall lapse at the end of a cycle and shall not be carried forward to the next cycle.

(5) If an employee, who has been granted the maximum sick leave provided for in these rules, is unable, for reasons of health, to resume his duties, the Council may extend the period of sick leave to a maximum of 64 working days.

Granting of sick leave

51. (1) Sick leave shall be granted only in respect of the absence from duty of an employee owing to an illness, indisposition or injury through no fault of his own or his failure to take reasonable precautions.

(2) Sick leave shall be granted in respect of nervous complaints, insomnia, debility or similar ill-defined illness or indisposition only if the employee's state of health incapacitates him for his duty; and

(3) (a) If an employee is absent from duty for a continuous period exceeding three days owing to illness, he may be granted sick leave with or without pay only if he submits a certificate from a registered medical practitioner (or a registered dentist) which—

- (i) describes the nature of the illness;

(2) Aan 'n werknemer kan, op sy skriftelike versoek, oplopende verlof wat hy tot sy krediet het, in plaas van siekteverlof met betaling of siekteverlof sonder betaling toegestaan word: Met dien verstande dat sodanige aansoek nie later nie as een maand nadat hy diens hervat het, ingedien word: met dien verstande voorts dat—

- (a) op die skriftelike versoek van 'n werknemer sodanige oplopende verlof omskep kan word in spesiale verlof met halwe betaling op die grondslag van twee (2) dae met halwe betaling vir elke een dag oplopende verlof wat hy tot sy krediet het;
- (b) die getal dae verlof wat aldus aan 'n werknemer anders as 'n lid van die akademiese personeel toegestaan word, nie 261 werkdae in 'n tydkring oorskry nie;
- (c) die Raad oortuig is dat die werknemer op daardie tydstip nie permanent ongeskik is vir die verrigting van sy normale pligte nie; en
- (d) indien bedoelde verlof aan 'n werknemer toegestaan is en hy ten opsigte daarvan betaling ontvang het, dit nie weer in siekteverlof met halwe betaling of sonder betaling omgesit word nie.

(3) Indien 'n werknemer aan wie oplopende verlof met betaling toegestaan is, siek word terwyl hy met sodanige verlof is, kan daardie gedeelte van die oplopende verlof waartydens hy siek was in siekteverlof omskep word: Met dien verstande dat—

- (a) die werknemer binne dertig (30) dae na verstryking van sy oplopende verlof skriftelik om die omskepping daarvan aansoek doen;
- (b) die tydperk waartydens hy siek was, minstens vyf werkdae was.

(4) Ongebruikte siekteverlof, verval aan die einde van 'n tydkring en word nie na die volgende tydkring oorgedra nie.

(5) Indien aan 'n werknemer die maksimum hoeveelheid siekteverlof toegestaan is waarvoor hy ingevolge hierdie reëls kwalifiseer, en hy weens gesondheidsredes nie in staat is om sy pligte te hervat nie, kan die Raad die tydperk van siekteverlof tot 'n maksimum van 64 werkdae verleng.

Toestaan van siekteverlof

51. (1) Siekteverlof word net toegestaan in verband met 'n werknemer se afwesigheid van diens weens 'n siekte, ongesteldheid of besering wat nie aan sy eie toedoen nie of sy gebrek aan behoorlike voorsorg te wyte is nie.

(2) Siekteverlof vir senuwee-aandoenings, slaaploosheid, liggaamswakheid of enige dergelike minder goed omskrewe siektes of ongesteldhede word slegs toegestaan indien die werknemer se gesondheidstoestand hom ongeskik vir sy werk maak.

(3) (a) Indien 'n werknemer weens siekte van diens afwesig is vir 'n aaneenlopende tydperk van langer as drie dae, kan siekteverlof met of sonder betaling aan hom toegestaan word net as hy 'n sertifikaat van 'n geregistreerde geneesheer (of geregistreerde tandarts) indien, waarin—

- (i) die aard van die siekte omskryf word;

- (ii) states that he is not capable of performing his official duties; and
- (iii) indicates the period necessary for his recuperation.

(b) An employee may be required to submit a certificate referred to in subparagraph (a) in respect of period of three (3) days or less.

(c) If the absence of an employee is due to illness and there are good reasons for the non-submission of a certificate in terms of paragraph (a) such an employee may be exempted from the submission of such a certificate which exemption shall be recorded on the application for leave.

(d) Subject to the provisions of paragraph (c) sick leave with or without pay in respect of which a certificate referred to in paragraph (a) is not submitted, shall be granted only for not more than 10 days on aggregate during any calendar year and further absences shall be covered by the granting of accumulative leave with pay or, if the employee has no accumulative leave to his credit, of special leave without pay.

Special leave

52. Notwithstanding anything to the contrary contained in these rules, special leave with or without pay may be granted to an employee.

Special leave with full pay

53. (1) Special leave with full pay may be granted to an employee—

- (a) for each day on which he writes an approved examination: Provided that one day's special leave with full pay may be granted in addition in respect of each day on which he actually writes an examination;
- (b) when he attends an education or training programme which is intended to improve his ability to perform his duties;
- (c) when he is absent from duty owing to segregation or isolation as a result of medical instructions where he was in contact with a person who has contracted, or is suspected of having contracted and infectious or contagious disease;
- (d) when he appears as—
 - (i) a witness in a criminal court case;
 - (ii) a witness in a civil court case (including a divorce case); or
 - (iii) a witness at any judicial or quasi judicial inquiry.
- (e) when he has been arrested or has to appear before the court on a criminal charge and he is subsequently acquitted or the charge is withdrawn;
- (f) when he is required to perform continuous or non-continuous military, commando or police reserve service, in which case special leave with pay equal to the difference between his normal salary and the salary which he receives in terms of such military commando or police reserve rules;

- (ii) verklaar word dat hy nie in staat is om sy pligte waar te neem nie; en

- (iii) aangetoon word watter tydperk vir sy herstel nodig is.

(b) Die Technikon kan van 'n werknemer vereis dat 'n sertifikaat bedoel in paragraaf (a) ten opsigte van tydperke van drie (3) dae of minder ingedien word.

(c) Indien die werknemer weens siekte afwesig was en daar goeie redes bestaan waarom 'n sertifikaat nie ingevolge subparagraph (1) ingedien is nie, kan sodanige werknemer vrygestel word van die indiening van sodanige sertifikaat, welke vrystelling op die verlofaan-soek aangeteken word.

(d) Behoudens die bepalings van paragraaf (c), word siekteverlof met of sonder betaling ten opsigte waarvan 'n sertifikaat in paragraaf (a) bedoel, nie ingedien is nie, toegestaan vir 'n totaal van hoogstens 10 dae gedurende 'n kalenderjaar en verdere afwesighede word gedek deur die toestaan van oplopende verlof met betaling of, as die werknemer geen oplopende verlof tot sy krediet het nie, van spesiale verlof sonder betaling.

Spesiale verlof

52. Ondanks andersluidende bepalings in hierdie reëls, kan spesiale verlof met of sonder betaling aan 'n werknemer toegestaan word.

Spesiale verlof met volle betaling

53. (1) Spesiale verlof met volle betaling kan aan 'n werknemer toegestaan word—

- (a) vir elke dag waarop hy 'n goedgekeurde eksamen aflê: Met dien verstande dat een bykomende dag spesiale verlof met volle betaling toegestaan kan word vir elke dag waarop eksamen werklik afgelê word;
- (b) wanneer hy 'n opvoedkundige op opleidingsprogram bywoon wat daarop gerig is om sy vermoë om sy werk te verrig te verbeter;
- (c) wanneer hy van diens afwesig is weens afsondering of isolasie as gevolg van geneeskundige instruksies waar hy in aanraking was met iemand wat 'n besmetlike of aansteeklike siekte opgedoen het of vermoedelik opgedoen het;
- (d) wanneer hy verskyn as—
 - (i) 'n getuie in 'n kriminele hofsaak;
 - (ii) 'n getuie in 'n siviele hofsaak (insluitende 'n egskeidingsaak); of
 - (iii) 'n getuie in enige geregtelike of kwasie-geregtelike ondersoek.
- (e) wanneer hy gearresteer is of voor 'n hof moet verskyn op 'n kriminele klag en hy word vrygespreek of die klag word teruggetrek;
- (f) wanneer van hom verwag word om deurlopende of onderbroke militêre, kommando- of polisiereserwediens te doen, in welke geval spesiale verlof met betaling gelyk aan die verskil tussen sy normale salaris en die salaris wat hy ontvang kragtens militêre, kommando of polisiereserwediens;

(g) when he is selected by a recognised amateur sports association to—

- (i) represent South Africa, as a competitor, at international sporting events;
- (ii) accompany teams representing South Africa at international sporting events;
- (iii) accompany any foreign national team visiting South Africa as a representative of the sports association concerned.

(2) Special leave granted in terms of subparagraph (1) may include any period actually and necessarily occupied in travelling for the purpose for which the leave was granted.

Compassionate leave

54. A maximum of seven working days per calendar year special leave with full pay may be granted in respect of the death of spouse, children, parents, brothers, sisters, grand parents, legal guardian or parents-in-law.

Date of salary on termination of service

55. If the service of an employee is terminated for any reason and summary dismissal is not specified he shall be entitled to payment of his salary in terms of his contract of service.

Housing subsidy

56. A housing subsidy is payable in terms of the applicable chapter of civil servants.

Service bonus

57. Each employee shall be entitled to a service bonus equal to one month's salary, payable at the end of the month in which the employee has his birthday.

No. 11

13 January 1995

TECHNIKON SA: STATUTE

TECHNIKONS ACT, 1993
(ACT No. 125 OF 1993)

STATUTE OF THE TECHNIKON SA

The Council of Technikon SA has, under section 18 (1) of the Technikons Act, 1993 (Act No. 125 of 1993), with the approval of the Minister of Education, drafted the following Statute:

ARRANGEMENT OF PARAGRAPHS

Paragraph

1. DEFINITIONS
CHANCELLOR
2. Powers, privileges and functions
3. Term of office
4. Election
5. Vacancy

(g) wanneer hy deur 'n erkende amateursport-organisatie gekies word om—

- (i) Suid-Afrika as deelnemer by internasionale sportbyeenkomste te verteenwoordig;
- (ii) spanne wat Suid-Afrika by internasionale sportbyeenkomste verteenwoordig, te vergesel;
- (iii) enige buitelandse nasionale span wat Suid-Afrika besoek as verteenwoordiger van die betrokke sportorganisasie, te vergesel.

(2) Spesiale verlov wat ingevolge subparagraaf (1) toegestaan word, kan 'n tydperk insluit wat werklik en noodsaaklikerwys deurgebring word om te reis vir die doeleindes waarvoor die verlov toegestaan is.

Deernisverlof

54. 'n Maksimum van sewe werkdade per kalenderjaar spesiale verlov met volle betaling kan toegestaan word ten opsigte van die dood van 'n eggenoot, kinders, ouers, broers, susters, grootouers, wettige voog of skoonouers.

Datum van salaris by diensbeëindiging

55. Indien die diens van 'n werknemer beëindig word vir enige rede en summier onslag is nie gespesifiseer nie, is hy geregtig op betaling van sy salaris ingevolge sy dienskontrak.

Behuisingssubsidie

56. 'n Behuisingssubsidie is betaalbaar ingevolge die toepaslike hoofstuk vir staatsamptenare.

Diensbonus

57. Elke werknemer is geregtig op 'n diensbonus gelykstaande aan een maand se salaris, betaalbaar aan die einde van die maand waarin die werknemer verjaar.

No. 11

13 Januarie 1995

TECHNIKON SA: STATUUT

WET OP TECHNIKONS, 1993
(WET No. 125 VAN 1993)

STATUUT VAN DIE TECHNIKON SA

Die Raad van die Technikon SA het kragtens artikel 18 (1) van die Wet op Technikons, 1993 (Wet No. 125 van 1993), met die goedkeuring van die Minister van Onderwys, die volgende Statuut opgestel:

INDELING VAN PARAGRAWE

Paragraaf

1. WOORDOMSKRYWING
KANSELLIER
2. Bevoegdhede, voorregte en werksaamhede
3. Ampstermyn
4. Verkiesing
5. Vakature

RECTOR

6. Powers, privileges and functions
7. Term of office
8. Manner of appointment
9. Acting rector

COUNCIL

10. Members
11. Term of office of members of council
12. Chairman and vice-chairman
13. Secretary
14. Meetings: Ordinary council meetings
15. Extraordinary council meetings
16. Emergency council meetings
17. Procedures at council meetings
18. Voting

ACADEMIC BOARD

19. Membership

CONVOCATION**CONDITIONS OF SERVICE**

21. Promotion
22. Transfers and temporary secondment
23. Termination of service upon reaching retirement age
24. Termination of service owing to resignation
25. Termination of service owing to medical reasons
26. Termination of service owing to abolition of a post
27. Definition of misconduct
28. Procedure in the case of misconduct
29. Investigation into a charge of inefficiency or incompetence
30. Preliminary inquiry and procedure
31. Procedure for formal inquiry

REKTOR

6. Bevoegdhede, voorregte en werksaamhede
7. Ampstermyn
8. Wyse van aanstelling
9. Waarnemende Rektor

RAAD

10. Lede
11. Ampstermyn van lede van raad
12. Voorsitter en ondervoorsitter
13. Sekretaris
14. Vergaderings: Gewone raadsvergaderings
15. Buitengewone raadsvergaderings
16. Noodvergaderings van die raad
17. Prosedures by raadsvergaderings
18. Stemming

AKADEMIESE RAAD

19. Lidmaatskap

KONVOKASIE**DIENSVOORWAARDES**

21. Bevordering
22. Oorplasing en tydelike sekondering
23. Diensbeëindiging op grond van bereiking van aftree-ouderdom
24. Diensbeëindiging op grond van bedanking
25. Diensbeëindiging op grond van mediese redes
26. Diensbeëindiging op grond van die afskaffing van 'n pos
27. Omskrywing van wangedrag
28. Prosedure in die geval van wangedrag
29. Ondersoek na 'n aanklag van onbekwaamheid of onbevoegdheid
30. Voorlopige ondersoek en prosedure
31. Prosedure vir formele ondersoek

DEFINITIONS

1. In this Statute, any word or expression to which a meaning has been assigned in the Act, shall have the meaning so assigned, and unless the context indicates otherwise—

“**calender month**” means a period extending from the first to the last day, both days inclusive, of any one of the twelve (12) months of the year;

“**employee**” means any person, including academic staff, employed by the technikon;

“**joint committee**” means a committee referred to in section 21 (6) of the Act;

WOORDOMSKRYWING

1. In hierdie Statuut, het 'n woord of uitdrukking waaraan in die Wet 'n betekenis geheg word, die betekenis aldus daaraan geheg, en tensy uit die samehang anders blyk, beteken—

“**die Wet**” die Wet op Technikons, 1993 (Wet No. 125 van 1993);

“**gemeenskaplike komitee**” 'n komitee in artikel 21 (6) van die Wet bedoel;

“**kalendermaand**” 'n tydperk wat strek vanaf die eerste tot die laaste dag, albei datums ingeslote, van enigteen van die twaalf (12) maande van die jaar;

"permanent employee" means a person who is appointed in a permanent capacity at the technikon, or who is deemed to have been so appointed, even though he may be appointed—

- (a) on probation;
- (b) to a post intended for a person of a rank higher or lower than his own rank; or
- (c) to a post additional to the fixed establishment of the technikon;

"representative employees' organization" means any body representative of employees, which is recognized by the council for the purposes of negotiating conditions of service and benefits and other issues of importance in terms of the recognition agreement;

"secretary" means the secretary of the council designated in terms of paragraph 13 (1);

"staff committee" means a committee appointed by the rector for ratification of recommendations of appointments or promotion of permanent staff members on post levels seven (7) or lower;

"technikon" in the application of this Statute means the Technikon SA;

"the Act" means the Technikons Act, 1993 (Act No. 125 of 1993).

CHANCELLOR

Powers, privileges and functions

2. The chancellor shall be the ceremonial head of the technikon and he shall subject to the provisions of the Certification Council for Technikon Education Act, 1986 (Act No. 88 of 1986), confer all technikon certificates on behalf of the technikon.

Term of office

3. (1) The chancellor shall be elected for a period of four (4) years unless he tenders his resignation or vacates his office for any other reason before the expiry of his term.

(2) The chancellor may be removed from office by a resolution of seventy-five (75) per cent of all members of the council on account of misconduct, incapacity or incompetency to carry out his official duties, or any other reason that the council deems adequate.

Election

4. (1) The chairman of the council or his delegate shall determine the date on which a meeting of the council shall take place for the election of a chancellor: Provided that such a meeting shall take place within ninety (90) days of the post of chancellor becoming vacant.

(2) At least two (2) months, but no more than four (4) months before the expiry of the term of office of the chancellor, the secretary shall notify each member of the council of the date, place and time of the meeting referred to in subparagraph (1) and invite all members of the council to submit nominations for the post of chancellor on a form approved by the rector: Provided that any member may include additional information on the approved form.

"permanente werknemer" 'n persoon wat in 'n permanente hoedanigheid by die technikon aangestel is, of wat geag word as sodanige aangestel te wees, al is hy aangestel—

- (a) op proef;
- (b) in 'n pos wat bedoel is vir 'n persoon van 'n rang wat laer of hoër is as sy eie rang; of
- (c) in 'n pos bykomend tot die vaste diensstaat van die technikon.

"personeelkomitee(s)" aangewys deur die Rektor vir bekragtiging van aanbevelings rakende die aanstelling/bevordering van permanente werknemers op posvlakke sewe (7) en laer;

"sekretaris" die sekretaris van die raad aangewys ingevolge paragraaf 13 (1);

"technikon" in die toepassing van hierdie statuut die Technikon SA;

"verteenwoordigende werknemersorganisasie" 'n liggaam wat verteenwoordigend is van werknemers, wat deur die raad erken word vir doeleindes van onderhandeling rakende diensvoorwaardes en -voordele en ander aangeleenthede van belang in terme van die erkenningsooreenkoms;

"werknemer" enige persoon, met inbegrip van die akademiese personeel, in diens van die technikon.

KANSELIER

Bevoegdhede, voorregte en werksaamhede

2. Die kanselier is die seremoniële hoof van die technikon en hy ken behoudens die bepalings van die Wet op die Sertifiseringsraad vir Technikononderwys, 1986 (Wet No. 88 van 1986) alle technikonsertifikate namens die technikon toe.

Ampstermyn

3. (1) Die kanselier word vir 'n tydperk van vier (4) jaar verkies tensy hy sy bedanking indien of sy amp, om watter rede ook al, voor die verstryking van sy ampstermyn ontruim.

(2) Die kanselier kan uit sy amp onthef word deur 'n besluit van vyf-en-sewentig (75) persent van al die raadslede op grond van wangedrag, onbekwaamheid of onbevoegdheid om sy ampspilte uit te voer of enige ander rede wat na die mening van die raad toereikend is.

Verkiesing

4. (1) Die voorsitter van die raad, of sy gevolmagtigde bepaal die datum waarop 'n vergadering van die raad sal plaasvind vir die verkiesing van 'n kanselier: Met dien verstande dat so 'n vergadering binne negentig (90) dae nadat die kanseliersamp vakant geraak het, sal plaasvind.

(2) Die sekretaris gee aan elke lid van die raad ten minste twee (2) maande, maar nie langer as vier (4) maande voor die verstryking van die ampstermyn van die kanselier kennis van die datum, plek en tyd van die vergadering bedoel in subparagraph (1) en waarin alle lede van die raad uitgenooi word om nominasies vir die kanseliersamp op 'n vorm soos goedgekeur deur die rektor, voor te lê: Met dien verstande dat enige lid addisionele inligting op die goedgekeurde vorm kan aanbring.

(3) The completed documents for the nomination of candidates shall reach the secretary at least twenty-one (21) days before the date of the meeting referred to in subparagraph (1).

(4) Within three (3) days of the closing date for nominations, the secretary shall give proper notice to each member of the council of the nominations received.

(5) No person shall be elected to the office of chancellor unless he has been nominated, with his written consent, by at least two (2) members of the council.

(6) The council shall elect a chancellor by secret ballot.

(7) A candidate shall be elected to the office of chancellor by at least a seventy-five (75) per cent majority of all members of the Council present at a meeting referred to in subparagraph (1).

(8) Each council member shall have only one (1) vote during each election: Provided that a series of elections shall be held if no candidate receives a seventy-five (75) per cent majority of votes in the first election.

(9) In each consecutive round of voting, the candidate with the least support in the previous round of voting shall be eliminated as a candidate.

(10) Immediately after such election, the chairman of the council shall announce the name of the person elected chancellor.

Vacancy

5. (1) If the office of chancellor becomes vacant, the provisions of paragraph 4 shall be *mutatis mutandis* applicable to the filling of the vacancy.

(2) Any person elected in terms of subparagraph (1) shall serve in the office for the unexpired portion of his predecessor's term.

RECTOR

Powers, privileges and functions

6. (1) The rector shall be the chief executive officer of the technikon.

(2) The rector shall be responsible for the day-to-day management of the technikon.

(3) The rector shall report to the council.

(4) By virtue of his office, the rector may be requested by the council to become a member of particular council committee, joint committees of the council and academic board and committees of the academic board.

(5) The council may charge the rector with additional duties and grant him powers and privileges.

Term of office

7. (1) The terms of office of the rector may be terminated in the following circumstances:

- (a) Upon reaching the retirement age applicable to him;
- (b) when his term of office expires, as agreed upon with the council;
- (c) when he resigns from office;
- (d) by agreement with the council;
- (e) upon death; or
- (f) if he is dismissed by the council.

(3) Die voltooië dokumente vir die nominasie van kandidate moet die sekretaris minstens een-en-twintig (21) dae voor die datum van die vergadering in subparagraaf (1) bedoel, bereik.

(4) Die sekretaris gee behoorlik kennis aan elke lid van die raad van die nominasies ontvang, binne drie (3) dae na die sluitingsdatum vir nominasies.

(5) Geen persoon word tot die amp van kanselier verkies nie, tensy hy genomineer is, met sy skriftelike toestemming, deur minstens twee (2) lede van die raad.

(6) Die raad verkies 'n kanselier by wyse van geheime stemming.

(7) 'n Kandidaat word verkies tot die kanseliersamp deur minstens 'n vyf-en-sewentig (75) persent meerderheid van alle lede van die raad teenwoordig op 'n vergadering in subparagraaf (1) bedoel.

(8) Elke raadslid het slegs een (1) stem gedurende elke stemming: Met dien verstande dat daar 'n reeks van stemmings gehou word indien geen kandidaat 'n vyf-en-sewentig (75) persent meerderheid stemme op homself kan verenig tydens die eerste verkiesing nie.

(9) In elke opeenvolgende stemrondte word die kandidaat met die minste steun in die vorige stemrondte as kandidaat uitgeskakel.

(10) Die voorsitter van die raad kondig die naam van die persoon wat tot kanselier verkies is aan, onmiddellik na sodanige verkiesing.

Vakature

5. (1) Indien die amp van die kanselier vakant raak is die bepalings van paragraaf 4 *mutatis mutandis* van toepassing op die vulling van die vakature.

(2) 'n Persoon wat ingevolge subparagraaf (1) verkies word, dien in die amp vir die onverstreke gedeelte van sy voorganger se termyn.

REKTOR

Bevoegdhede, voorregte, en werksaamhede

6. (1) Die rektor is die hoof uitvoerende beampte van die technikon.

(2) Die rektor is verantwoordelik vir die daaglikse bestuur van die technikon.

(3) die rektor rapporteer aan die raad.

(4) Die rektor kan uit hoofde van sy amp deur die raad versoek word om lid te wees van 'n bepaalde raadskomitee, gemeenskaplike komitees van die raad en akademiese raad en vir komitees van die akademiese raad.

(5) Die raad kan aan die rektor addisionele pligte opleë en bevoegdhede en voorregte verleen.

Ampstermyn

7. (1) Die ampstermyn van die rektor kan in die volgende omstandighede beëindig word:

- (a) By bereiking van sy aftreeouderdom;
- (b) wanneer sy ampstermyn, soos ooreengekom met die raad, verstryk;
- (c) wanneer hy uit sy amp bedank;
- (d) deur ooreenkoms met die raad;
- (e) by afsterwe; of
- (f) indien hy deur die raad afgedank word.

(2) If the term of office of the principal is terminated in terms of subparagraph (1) (a), the council may extend the appointment by a period not exceeding one (1) year.

Manner of appointment

8. (1) At least three (3) months before the rector retires, or if the post becomes vacant for any other reason, within fourteen (14) days of the post becoming vacant, the secretary shall give notice thereof to each member of the council.

(2) At a special meeting called for such purpose, the council shall appoint a special committee referred to in section 21 of the Act for the purpose of designating a candidate and recommending his appointment to the council, after consultation with the academic board.

(3) The special committee referred to in subparagraph (2) shall consist of at least five (5) members, but not more than seven (7): Provided that candidates for the office shall not be members of the special committee.

(4) The secretary shall *ex officio* be the secretary of the special committee.

(5) Upon instruction from the special committee, the secretary shall place an advertisement in a national newspaper for the office of rector.

(6) Within five (5) days of the closing date for applications mentioned in the advertisement referred to in subparagraph (5), the secretary shall call a meeting of the special committee to prepare a short-list of candidates for the office of rector and to make arrangements for personal interviews with the persons on the list.

(7) After personal interviews with all the persons on the short-list have been conducted, the special committee shall designate one (1) candidate for recommendation to the council for appointment of the office of rector: Provided that the names of all applicants, including those of persons on the short-list, shall be submitted to the council.

(8) (a) After considering the recommendation of the special committee, the council shall vote by secret ballot on the appointment of the recommended candidate to the office of rector and an ordinary majority of votes shall ratify the recommendation.

(b) If the candidate cannot attain an ordinary majority of votes, the council shall vote by secret ballot on all the candidates on the short-list.

(c) Each member of the council shall have only one (1) vote in each round of voting: Provided that a series of votes shall be held if no candidate can obtain an ordinary majority of votes after the first round of voting.

(d) In each consecutive round of voting, the candidate with the least support in the previous round of voting shall be eliminated as a candidate.

(9) The successful candidate shall be appointed in writing by the chairman of the council.

Acting rector

9. (1) When the rector is absent or unable to carry out his duties, the council shall appoint a vice-rector as acting rector.

(2) An acting rector shall have all the powers, duties and functions of a rector.

(2) Indien die rektor se ampstermyn ingevolge subparagraaf (1) (a) beëindig word, kan die raad die aanstelling met 'n tydperk van hoogstens een (1) jaar verleng.

Wyse van aanstelling

8. (1) Die sekretaris gee minstens drie (3) maande voordat die rektor aftree, of indien die amp weens enige ander rede vakant raak, binne veertien (14) dae nadat die amp vakant geraak het, kennis daarvan aan elke lid van die raad.

(2) Op 'n spesiale vergadering van die raad wat vir die doel belê is, stel die raad 'n spesiale komitee in artikel 21 van die Wet beoog aan vir die doel om 'n kandidaat aan te wys en om na oorlegpleging met die akademiese raad, sy aanstelling by die raad aan te beveel.

(3) Die spesiale komitee bedoel in subparagraaf (2) bestaan uit nie meer as sewe (7) en nie minder as vyf (5) lede nie: Met dien verstande dat kandidate vir die amp nie lede van die spesiale komitee sal uitmaak nie.

(4) Die sekretaris is *ex officio* sekretaris van die spesiale komitee.

(5) Die sekretaris plaas in opdrag van die spesiale komitee 'n advertensie vir die amp van rektor in 'n nasionale nuusblad.

(6) Die sekretaris belê binne vyf (5) dae na die sluitingsdatum vir aansoeke vermeld in die advertensie in subparagraaf (5) bedoel, 'n vergadering van die spesiale komitee om 'n kortlys van kandidate vir die amp van rektor op te stel en om reëlins te tref vir persoonlike onderhoude met die persone wie se name op die kortlys verskyn.

(7) Die spesiale komitee wys, nadat persoonlike onderhoude met al die persone op die kortlys gevoer is, een (1) kandidaat aan vir aanbeveling aan die raad vir aanstelling in die amp van rektor: Met dien verstande dat die name van alle applikante, insluitend die name van die persone op die kortlys, aan die raad voorgelê moet word.

(8) (a) Die raad, na oorweging van die aanbeveling van die spesiale komitee, stem per geheime stemming oor die aanstelling van die aanbevole kandidaat in die amp van rektor en 'n gewone meerderheid van stemme sal die aanbeveling bekragtig.

(b) dien 'n gewone meerderheid van stemme nie op die kandidaat verenig kan word nie, stem die raad per geheime stemming oor al die kandidate op die kortlys.

(c) Elke lid van die raad het slegs een (1) stem gedurende elke stemronde: Met dien verstande dat daar 'n reeks van stemmings gehou word indien geen kandidaat 'n gewone meerderheid van stemme op hom kan verenig na die eerste stemronde nie.

(d) In elke opeenvolgende stemronde word die kandidaat wat die minste ondersteuning in die vorige ronde behaal het, as kandidaat uitgeskakel.

(9) Die suksesvolle kandidaat word skriftelik deur die voorsitter van die raad aangestel.

Waarnemende rektor

9. (1) Wanneer die rektor afwesig is of nie in staat is om sy werksaamhede uit te voer nie wys die raad 'n vise-rector aan as waarnemende rektor.

(2) 'n Waarnemende rektor het al die bevoegdhede, voorregte en werksaamhede van die rektor.

COUNCIL**Members**

10. (1) Whenever it becomes necessary to appoint vice-rectors as members of the council as contemplated in section 16 (2) (b) of the Act, not more than three (3) vice-rectors, determined by lot, shall be appointed in writing by the chairman of the council.

(2) The council shall appoint a maximum of twelve (12) members in accordance with section 16 (2) (g) of the Act, which shall include the following:

- (a) Six (6) persons nominated by the council who represent local and regional government, employers and professional bodies;
- (b) one (1) member of the central students' representative council, as set out in paragraph 24.5 of the rules;
- (c) one (1) member of representative employees' organization of the technikon nominated by them;
- (d) four (4) persons in their personal capacity who may be elected by the council by a majority of votes at the first meeting of the council.

Term of office of members of council

11. (1) Subject to the provisions of subparagraph (2), a council member shall hold office for a period of four (4) years.

(2) One half of the council members', excluding those referred to in section 16 (2) (a) and (b) of the Act, term of office shall be two (2) years on the initial constitution of the council.

(3) Each council member, excluding those referred to in section 16 (2) (a) and (b) of the Act, who vacates hi (b) of the Act, who vacates his office shall be eligible for re-election or renomination.

(4) A casual vacancy in the council shall be filled in the same manner as that in which the member whose office becomes vacant was nominated, appointed or elected.

(5) Any person nominated, appointed or elected in terms of subparagraph (4), shall hold office for the unexpired period of the office of his predecessor.

Chairman and vice-chairman

12. (1) At the first meeting of the council, and thereafter as necessary, the members of the council shall elect from among their number a chairman and vice-chairman to serve for a term of office of two (2) years from the date of the election, and such chairman and vice-chairman shall be eligible for re-election upon expiry of their respective terms of office.

(2) A council member employed by the technikon or elected in terms of section 16 (2) (d) of the Act shall not be considered for election as chairman or vice-chairman.

SECRETARY

13. (1) The council shall designate a vice-principal as secretary of the council.

(2) The secretary shall—

- (a) act as electoral officer for all meetings of the council;

RAAD**Lede**

10. (1) Indien dit nodig word om vise-rektore as lede van die raad aan te stel soos beoog in artikel 16 (2) (b) van die Wet, word nie meer as drie (3) vise-rektore deur loting bepaal, skriftelik deur die voorsitter van die raad aangestel.

(2) Die raad stel 'n maksimum van twaalf (12) lede aan ooreenkomstig artikel 16 (2) (g) van die Wet, wat die volgende sal insluit:

- (a) Ses (6) persone wat verteenwoordigend is van plaaslike en streekregering, werkgewers en professionele liggame deur die raad benoem;
- (b) een (1) lid van die sentrale verteenwoordigende studenteraad bedoel in paragraaf 24.5 van die reëls;
- (c) een (1) lid van die verteenwoordigende werknemersorganisasie van die technikon deur hulle benoem;
- (d) vier (4) persone in persoonlike hoedanigheid wat deur die raad verkies kan word met 'n meerderheid van stemme tydens die eerste vergadering van die raad.

Ampstermyn van lede van raad

11. (1) Behoudens die bepalings van subparagraaf (2) beklee 'n raadslid sy amp vir 'n tydperk van vier (4) jaar.

(2) Die helfte van die getal raadslede, uitgesonderd dié in artikel 16 (2) (a) en (b) van die Wet bedoel, se ampstermyn is twee (2) jaar by die aanvanklike samestelling van die raad.

(3) Elke raadslid, uitgesonderd die in artikel 16 (2) (a) en (b) van die Wet bedoel, wat sy amp ontruim, is herverkiesbaar of herbenoembaar.

(4) Indien 'n toevallige vakature in die raad ontstaan word dit gevul op dieselfde wyse as dié waarop die lid in wie se amp die toevallige vakature ontstaan het, benoem, aangestel of verkies is.

(5) 'n Persoon wat benoem, aangestel of verkies is ingevolge subparagraaf (4), beklee sy amp vir die onverstreke gedeelte van die ampstermyn van sy voorganger.

Voorsitter en ondervoorsitter

12. (1) Die lede van die raad verkies op die eerste vergadering van die raad, en daarna wanneer dit nodig word, uit eie geledere 'n voorsitter en ondervoorsitter om, vir 'n ampstermyn van twee (2) jaar vanaf die datum van verkiesing te dien en sodanige voorsitter en ondervoorsitter is herverkiesbaar by verstryking van hul ampstermyn.

(2) 'n Raadslid in diens van die technikon of wat ingevolge artikel 16 (2) (d) van die Wet verkies is, kom nie in aanmerking vir verkiesing as voorsitter of ondervoorsitter nie.

SEKRETARIS

13. (1) Die raad wys 'n viserektor as sekretaris van die raad aan.

(2) Die sekretaris—

- (a) tree op as verkiesingsbeampte vir alle vergaderings van die raad;

- (b) keep the minutes of meetings of the council and of the executive of the council, and distribute copies of the minutes together with the agenda for the next meeting of the council or its executive, as the case may be;
- (c) distribute notices of meetings and agendas for meetings of the council and its executive;
- (d) keep a register of resolutions adopted by the council and another register of resolutions adopted by its executive.

(3) If the secretary is not a council member, he shall have the right to address the meeting, but shall not be entitled to vote at meetings.

Meetings: Ordinary council meetings

14. (1) Fifty (50) per cent of the members of the council shall constitute a quorum for a council meeting.

(2) Meetings of the council shall be held four (4) times per year, evenly distributed over the year.

(3) Notice of ordinary meetings shall be given at least twenty-one (21) days before the date of such meeting.

(4) Items for the agenda shall be submitted to the secretary at least fourteen (14) days before the date of each meeting.

(5) The agenda for each meeting, together with the minutes of the previous meeting, shall be distributed at least ten (10) days before the date of the meeting.

Extraordinary council meetings

15. (1) After notice of at least seven (7) days, the chairman of the council may call an extraordinary meeting of the council whenever he deems it necessary and he shall call such meeting when requested in writing to do so by any five (5) members, the object of the meeting being stated clearly in the request.

(2) No matters other than those appearing on the agenda shall be transacted at such a meeting.

Emergency council meeting

16. (1) The chairman of the council may call an emergency meeting at any time after notice of at least twenty-four (24) hours.

(2) The notice referred to in subparagraph (1) shall contain the reason for the emergency meeting and the matters on the agenda, and no matters other than those appearing on the agenda shall be dealt with at such meeting.

Procedures at council meetings

17. (1) No matters other than those appearing on the agenda of the meeting shall be transacted at such a meeting: Provided that urgent matters not appearing on the agenda may be transacted with the consent of at least seventy-five (75) per cent of the members present.

(b) hou die notule tydens vergaderings van die raad en van die dagbestuur van die raad en versprei afskrifte daarvan tesame met die agenda vir die volgende vergadering van die raad of sy dagbestuur, nagelang van die geval;

(c) versprei kennisgewings van vergaderings asook agendas vir vergaderings van die raad en sy dagbestuur; en

(d) hou 'n register van besluite wat deur die raad aanvaar is en 'n register van besluite wat deur die raad se dagbestuur aanvaar is.

(3) Indien die sekretaris nie 'n raadslid is nie het hy die reg om die vergadering toe te spreek, maar is nie stemgeregtig tydens vergaderings nie.

Vergaderings: Gewone raadsvergaderings

14. (1) Vyftig (50) persent van die lede van die raad maak 'n kworum vir 'n vergadering van die raad uit.

(2) Die raad vergader vier (4) keer per jaar, eweredig versprei oor die jaar.

(3) Kennisgewing van gewone vergaderings moet minstens een-en-twintig (21) dae voor die datum van sodanige vergadering gegee word.

(4) Items vir die agenda moet minstens veertien (14) dae voor die datum van elke vergadering by die sekretaris ingedien word.

(5) Die agenda van elke vergadering tesame met die notules van die vorige vergadering moet minstens tien (10) dae voor die datum van die vergadering uitgestuur word.

Buitengewone raadsvergaderings

15. (1) Die voorsitter van die raad kan na kennisgewing van minstens sewe (7) dae 'n buitengewone vergadering van die raad belê wanneer hy dit ook al nodig ag en hy belê sodanige vergadering wanneer hy deur enige vyf (5) lede skriftelik daartoe versoek word, welke versoek duidelik die doel van die vergadering moet uiteensit.

(2) Geen sake buiten dié wat op die agenda van die vergadering verskyn, word op sodanige vergadering behandel nie.

Noodvergaderings van die raad

16. (1) Die voorsitter van die raad kan te eniger tyd na 'n kennisgewing van minstens vier-en-twintig (24) uur 'n noodvergadering belê.

(2) Die kennisgewing in subparagraaf (1) bedoel bevat die rede vir die noodvergadering asook die sake op die agenda en geen sake buiten dié wat op die agenda verskyn, word op sodanige vergadering behandel nie.

Prosedures by raadsvergaderings

17. (1) Geen sake buiten dié wat op die agenda van sodanige vergadering verskyn, word op sodanige vergadering behandel nie: Met dien verstande dat dringende sake wat nie op die agenda verskyn nie met die instemming van minstens vyf-en-sewentig (75) persent van die lede teenwoordig behandel kan word.

(2) At each ordinary council meeting, the minutes of the previous ordinary meeting and those of any extraordinary or emergency meetings held subsequently, shall be read and confirmed by signature of the chairman: Provided that any objection to any of the minutes shall be raised and dealt with before such minutes are confirmed: Provided further that the meeting may take the minutes as read if a copy was sent to each member in accordance with paragraph 14 (5).

(3) The council may invite persons who are not members to attend meetings and such persons may take part in the discussions, but may not vote.

(4) A motion or amendment submitted to the meeting shall be seconded and, if so directed by the chairman, submitted in writing, and no motion or amendment shall be withdrawn without the consent of the proposer, the seconder and the meeting.

(5) No member of the council shall, without leave of the meeting, speak more than once on a motion or amendment, but the proposer of a motion or amendment shall have the right to reply: Provided that a member may request that the matter under discussion be dealt with in committee: Provided further that if such motion is seconded, it shall be put to the vote without further discussion and that, if such motion is adopted, the council shall immediately go into committee, whereafter a member may speak more than once on the matter under discussion.

Voting

18. (1) Unless otherwise provided in this Statute, all matters shall be decided by a majority of all members present.

(2) The chairman shall have an ordinary and a casting vote.

(3) In the event of a tie of votes, a motion shall be defeated.

(4) Members may abstain from voting and their abstentions shall be minuted as such, and not as opposing votes.

(5) If the meeting so requires, the chairman shall direct that the number of votes cast for and against a motion shall be recorded.

(6) If at least seventy-five (75) per cent of the council members have reached agreement on a matter referred to them by letter, telegram or telefax by the chairman without a meeting having been called, and such members have conveyed their resolution by letter, telegram or telefax, such resolution shall be deemed to be a resolution of the council and shall be recorded in the minutes of the next ordinary meeting.

(7) If a council member is unable to attend a meeting, his views on any matter on the agenda concerned may be communicated to the meeting in writing, but shall not count as a vote by such member.

(2) By elke gewone raadsvergadering moet die notule van die vorige gewone vergadering en dié van enige buitengewone of noodvergadering wat daaropvolgend gehou is, gelees word en by wyse van die voorsitter se handtekening goedgekeur word: Met dien verstande dat indien enige beswaar ten opsigte van enige notule geopper word, sodanige beswaar afgehandel word voordat sodanige notule goedgekeur word: Met dien verstande voorts dat die vergadering die notule as gelees kan beskou indien 'n afskrif daarvan ooreenkomstig paragraaf 14 (5) aan elke lid gestuur is.

(3) Die raad kan persone uitnooi wat nie lede is nie om vergaderings by te woon en sodanige persone kan aan die besprekings deelneem maar is nie stemgeregtig nie.

(4) 'n Mosie of amendement wat aan die vergadering voorgelê word, moet gesekondeer word en, indien deur die voorsitter verlang, skriftelik ingedien word en geen mosie of amendement word sonder die instemming van die voorsteller, die sekondant en die vergadering teruggetrek nie.

(5) Geen lid van die raad mag sonder verlof van die vergadering die vergadering meer as een keer oor 'n mosie of amendement toespreek nie, maar die voorsteller van 'n mosie of amendement het die reg omreplik te lewer: Met dien verstande dat 'n lid kan versoek dat die saak onder bespreking in komitee behandel word: Met dien verstande voorts dat indien sodanige mosie gesekondeer word, daar sonder verdere bespreking daarvoor gestem sal word en dat, indien sodanige mosie aanvaar word, die raad onmiddellik in komitee sal gaan, waarna 'n lid meer as een spreekbeurt oor die saak onder bespreking kry.

Stemming

18. (1) Alle sake word deur 'n meerderheid van al die teenwoordige lede beslis, tensy anders in hierdie Statuut bepaal word.

(2) Die voorsitter het 'n gewone en 'n beslissende stem.

(3) In geval van 'n staking van stemme word 'n mosie verwerp.

(4) Lede kan buite stemming bly en hul stemme word dan as sodanig, en nie as teenstemme nie, aangeteken.

(5) Indien die vergadering dit verlang, gee die voorsitter opdrag dat die getal stemme ten gunste van en teen elke mosie aangeteken word.

(6) Indien minstens vyf-en-sewentig (75) persent van die raadslede eenstemmig is oor 'n saak wat deur die voorsitter per brief, telegram of telefaks na hulle verwys is, sonder dat 'n vergadering daarvoor belê is en hulle hul besluit per brief, telegram of telefaks meege-deel het, word sodanige besluit geag 'n raadsbesluit te wees en in die notule van die volgende gewone vergadering aangeteken.

(7) Indien 'n raadslid nie 'n vergadering kan bywoon nie, kan sy mening oor enige saak op die betrokke agenda skriftelik aan die vergadering oorgedra word, maar dit geld nie as 'n stem van sodanige lid nie.

(8) A council member who has a direct or indirect pecuniary or other material interest in any matter under discussion by the council, shall declare such interest and he may not be present during any deliberation in the matter or participate in any vote on it and any resolution taken by the council in violation of this provision shall be invalid.

(9) The ruling of the chairman on any point of order or procedure shall be binding unless immediately challenged by a member, in which case such ruling shall be submitted without discussion to the meeting, whose decision shall be final.

ACADEMIC BOARD

Membership

19. The members of the academic board referred to in section 20 (1) (b) and (c) of the Act, shall be the following:

- (a) The rector and vice-rectors;
- (b) all employees other than academic staff on post level 7 and higher;
- (c) one (1) lecturer per academic division
- (d) two (2) council members not employed by the technikon
- (e) one (1) member of the representative employees' organisation
- (f) one (1) member of the students' representative council; and
- (g) one (1) member who is not employed by the Technikon, appointed by the rector.

CONVOCATION

20. The convocation of the technikon shall be known as the Alumni Association of Technikon SA.

CONDITIONS OF SERVICE

Promotion

21. (1) The requirements for promotion shall be determined by the council after consultation with the staff committee appointed by the rector.

(2) The authority to promote an employee shall vest with the council, which shall exercise such authority only after consultation with the representative employees' organization.

Transfers and temporary secondment

22. (1) An employee may with his consent be transferred or temporarily seconded from the post in which he is employed to another post in the technikon only if it was negotiated with him and with retention of the grievance procedure in case of a deadlock.

(2) An employee may, by mutual agreement, be made available to another technikon or other educational institution, board, body or person for a particular service or for a particular period and on conditions negotiated between council and the employee concerned.

Termination of service upon reaching retirement age

23. (1) The date of retirement of an employee of the technikon who is a member of—

- (a) the academic staff, shall be the first day of the calendar year immediately following the calendar year in which he reaches the age of sixty (60); and

(8) 'n Raadslid wat 'n direkte of indirekte geldelike of ander materiële belang het in enige saak wat deur die raad bespreek word, moet sodanige belang verklaar en hy mag nie tydens enige beraadslaging oor die saak teenwoordig wees of deelneem aan 'n stemming daarvoor nie en enige besluit van die raad wat hierdie bepaling verontagsaam, is ongeldig.

(9) Die voorsitter se beslissing oor enige punt van orde of prosedure is bindend, tensy 'n lid sodanige beslissing onmiddellik betwis, in welke geval sodanige beslissing sonder bespreking aan die vergadering voorgelê word vir finale beslissing.

AKADEMIESE RAAD

Lidmaatskap

19. Die lede van die akademiese raad in artikel 20 (1) (b) en (c) van die Wet bedoel, is die volgende:

- (a) Die rektor en vise-rektore;
- (b) alle akademiese en ander personeel op posvlak 7 en hoër;
- (c) een (1) lektor per akademiese divisie;
- (d) twee (2) raadslede wat nie in diens van die technikon is nie;
- (e) een (1) lid van die verteenwoordigende werknemersorganisasie;
- (f) een (1) lid van die Verteenwoordigende Studenteraad;
- (g) een (1) lid wat nie in diens van die Technikon is nie, aangestel na goeddunke van die Rektor.

KONVOKASIE

20. Die konvokasie van die technikon staan bekend as die Alumni Vereniging van Technikon SA.

DIENSVOORWAARDES

Bevordering

21. (1) Die vereistes vir bevordering van 'n werknemer word deur die raad, na oorleg met personeelkomitee wat deur die rektor aangestel is, bepaal.

(2) Die bevoegdheid om 'n werknemer te bevorder berus by die raad, wat sodanige bevoegdheid slegs na oorlegpleging met die personeelkomitee uitvoer.

Oorplasing en tydelike sekondering

22. (1) 'n Werknemer kan met sy toestemming vanaf die pos waarin hy in diens is na 'n ander pos aan die technikon oorgeplaas of tydelik gesekondeer word alleenlik as dit met hom onderhandel is en met behoud van die griewe-prosedure ingeval van 'n dooie punt.

(2) 'n Werknemer kan deur wedersydse ooreenkoms vir 'n besondere diens of vir 'n bepaalde tydperk en op voorwaardes onderhandel deur die raad met die betrokke werknemer, ter beskikking gestel word van 'n ander technikon of ander opvoedkundige instelling, raad, liggaam of persoon.

Diensbeëindiging op grond van bereiking van aftree-ouderdom

23. (1) Die datum van aftrede van 'n werknemer van die technikon wat 'n lid is van—

- (a) die akademiese personeel is die eerste dag van die kalenderjaar wat onmiddellik volg op die kalenderjaar waarin hy die ouderdom van sesig (60) jaar bereik; en

- (b) any other group of employees, shall be the first day of the calendar month immediately following the calendar month in which he reaches the age of sixty (60).

(2) On application by an employee, the council may extend the service of such employee after his date of retirement, for any period up to and including the first day of the calendar month immediately following the calendar month in which he reaches the age of sixty-five (65).

(3) An employee who was appointed before the first day of January 1956 and who, on or after the said date, in the case of a male, reaches the age of sixty (60), or in the case of a female, the age of fifty-five (55), shall have the right to retire on pension—

- (a) on the day on which he reaches the said age, should he reach such age on the first day of any calendar month;
- (b) on the first day of the calendar month immediately following the calendar month in which he reaches the said age, should he reach such age after the first day of that calendar month; or
- (c) on the first day of any calendar month after the calendar month in which he reaches such age:

Provided that he shall give the council at least one (1) calendar month's written notice of his intention to retire on pension: Provided further that he shall be retired not later than the first day of the calendar month immediately following the calendar month in which he reaches the age of sixty-five (65).

(4) An employee who was appointed on or after the first day of January 1956, but before 16 June 1989, shall have the right to retain his retirement age of sixty-five (65), in which case he shall retire on the first day of the calendar month immediately following the calendar month in which he reaches the age of sixty-five (65):

Provided that such employee may also elect to retire on the first day of any calendar month after the calendar month in which he reaches the age of sixty (60): Provided further that he shall give the council at least three (3) calendar months' written notice of his intention to retire.

(5) Notwithstanding anything to the contrary in subparagraphs (1), (2), (3) and (4), the council may retain the services of a permanent employee beyond the prescribed age of retirement for a further period not exceeding one (1) year at a time.

Termination of service owing to resignation

24. (1) An employee of the technikon who wishes to terminate his employment with the technikon may do so by submitting a letter of resignation addressed to the principal at least three (3) calendar months before the intended date of termination, in the case of academic staff, and at least one (1) calendar month before the intended date of termination, in the case of other employees, or such other period approved by the council.

- (b) enige ander groep werknemers is die eerste dag van die kalendermaand wat onmiddellik volg op die kalendermaand waarin hy die ouderdom van sestig (60) jaar bereik.

(2) Op aansoek van 'n werknemer kan die raad die diens van sodanige werknemer, nadat hy die datum van aftrede bereik het, verleng vir enige tydperk tot en met die eerste dag van die kalendermaand wat onmiddellik volg op die kalendermaand waarin hy die ouderdom van vyf-en-sestig (65) jaar bereik.

(3) 'n Werknemer wat voor die eerste dag van Januarie 1956 aangestel is en wat op of na gemelde datum, in die geval van 'n manspersoon, die ouderdom van sestig (60) jaar bereik of, in die geval van 'n damespersoon, die ouderdom van vyf-en-vyftig (55) jaar bereik, het die reg om met pensioen af te tree—

- (a) op die dag waarop hy gemelde ouderdom bereik, indien hy sodanige ouderdom op die eerste dag van 'n kalendermaand bereik;
- (b) op die eerste dag van die kalendermaand wat onmiddellik volg op die kalendermaand waarin hy gemelde ouderdom bereik, indien hy sodanige ouderdom na die eerste dag van daardie kalendermaand bereik; of
- (c) op die eerste dag van enige kalendermaand na die kalendermaand waarin hy sodanige ouderdom bereik:

Met dien verstande dat hy die raad minstens een (1) kalendermaand skriftelik kennis gee van sy voorneme om met pensioen af te tree: Met dien verstande voorts dat hy aftree nie later nie as die eerste dag van die kalendermaand wat onmiddellik volg op die kalendermaand waarin hy die ouderdom van vyf-en-sestig (65) jaar bereik.

(4) 'n Werknemer wat op of na die eerste dag van Januarie 1956, maar voor 16 Junie 1989 aangestel is, het die reg om sy aftreeouderdom van vyf-en-sestig (65) jaar te behou, in welke geval hy aftree op die eerste dag van die kalendermaand wat onmiddellik volg op die kalendermaand waarin hy die ouderdom van vyf-en-sestig (65) jaar bereik:

Met dien verstande dat sodanige werknemer ook die keuse het om af te tree op die eerste dag van enige kalendermaand na die kalendermaand waarin hy die ouderdom van sestig (60) jaar bereik: Met dien verstande voorts dat hy die raad minstens drie (3) kalendermaande skriftelik kennis gee van sy voorneme om af te tree.

(5) Die raad kan, ondanks andersluidende bepalinge in subparagrafe (1), (2), (3) en (4), die diens van 'n permanente werknemer behou na bereiking van die voorgeskrewe aftreeouderdom vir 'n verdere tydperk van nie langer nie as een (1) jaar per geleentheid.

Diensbeëindiging op grond van bedanking

24. (1) 'n Werknemer van die technikon wat sy diens by die technikon wil beëindig, kan dit doen deur 'n bedankingsbrief in te dien, gerig aan die rektor, in die geval van akademiese personeel minstens drie (3) kalendermaande voor die voorgenome datum van diensbeëindiging en in die geval van ander werknemers een (1) kalendermaand voor die voorgenome datum van diensbeëindiging, of sodanige ander tydperk wat die raad goedkeur.

(2) Unless otherwise provided in this service contract, or if the council approves otherwise, a permanent employee other than a member of the academic staff shall give at least one (1) calendar month's notice of his intention to resign: Provided that such notice may also be given on the first working day of such calendar month: Provided further that where the first working day as well as the following working day or days of such calendar month fall on a day of rest or days of rest, such notice may also be given on the first working day immediately following such day of rest or days of rest.

(3) Unless his service contract determines otherwise, the service of a temporary employee may be terminated on twenty-four (24) hours' notice from either side and such notice may be given at any time during or at the end of a calendar month.

Termination of service owing to medical reasons

25. (1) An employee, or the council, may initiate procedures to terminate the services of such employee owing to medical reasons.

(2) Taking into account the requirements of the employee's pension or provident fund, and of any other benefit that may become due if the employee's services are terminated owing to medical reasons, a panel of not less than two (2) medical practitioners nominated by council and two (2) nominated by the employee and at the council's costs, shall examine the employee and submit a written report to the council on the employee's fitness to continue his employment.

(3) In the case of the employee initiating the termination of service, the costs of the practitioners nominated by him will be borne by the employee.

(4) The employee's services at the technikon may be terminated by the council if the report referred to in subparagraph (2) indicates that the employee is permanently unfit to perform the services for which he was appointed.

(5) In the case of the employer initiating the procedure suitable alternative employment for the employee must first be investigated.

Termination of service owing to abolition of a post

26. The services of a permanent employee may be terminated by the council owing to the abolition of such employee's post, or owing to a reduction in or reorganization or readjustment of the employees of the technikon: Provided that—

(a) an investigation into the financial, resource and other implications of such abolition, reduction in or reorganization or readjustment of the employees shall be launched by the rector or a vice-rector, or an independent consultant appointed by the council for that purpose in conjunction with a representative nominated by the employee.

(b) the investigating officer referred to in subparagraph (a) shall submit a detailed report to the council of his investigation in which he makes a recommendation to that effect.

(2) Tensy die dienskontrak van 'n permanente werknemer, akademiese personeel uitgesluit, anders bepaal of tensy anders goedgekeur deur die raad, sal sodanige werknemer ten minste een (1) kalendermaand kennis gee van sy voorneme om te bedank: Met dien verstande dat kennis gegee kan word op die eerste werkdag van die betrokke kalendermaand: Met dien verstande voorts dat waar die eerste werkdag asook die daaropvolgende werkdag op rusdae val, kennis gegee mag word op die eersvolgende werkdag.

(3) Behalwe waar die dienskontrak van 'n tydelike werknemer anders bepaal, kan sy diens beëindig word deur vier-en-twintig (24) uur kennisgewing deur een van die twee partye en sodanige kennis mag gegee word te enige tyd gedurende of op die laaste dag van die kalendermaand.

Diensbeëindiging op grond van mediese redes

25. (1) 'n Werknemer of die raad kan prosedures begin om die diens van sodanige werknemer op grond van mediese redes te beëindig.

(2) Die raad kan gelas dat met inagneming van die vereistes van die werknemer se pensioen- of voorsorgfonds en enige ander voordeel wat die werknemer mag toeval indien sy dienste op grond van mediese redes beëindig word, 'n paneel van minstens twee (2) geneeshere wat deur die raad benoem is en twee (2) genomineer deur die werknemer op onkoste van die raad, die werknemer sal ondersoek en 'n skriftelike verslag aan die raad voorlê oor die werknemer se geskiktheid om sy diens voort te sit.

(3) In 'n geval waar die werknemer die diensbeëindiging aanhangig maak, word die koste van die geneeshere wat deur hom genomineer is, deur die werknemer gedra.

(4) 'n Werknemer se diens by die technikon kan deur die raad beëindig word indien die verslag in subparagraaf (2) genoem, aandui dat die werknemer permanent ongeskik is om die dienste te verrig waarvoor hy aangestel is.

(5) Indien die werkgewer die proses aanhangig maak sal eers ondersoek ingestel word na geskikte alternatiewe indiensneming van die werknemer.

Diensbeëindiging op grond van die afskaffing van 'n pos

26. Die dienste van 'n permanente werknemer kan deur die raad beëindig word op grond van die afskaffing van sodanige werknemer se pos, of op grond van 'n vermindering of herorganisering of herreëling van die werknemers van die technikon: Met dien verstande dat—

(a) ondersoek ingestel word deur die rektor of 'n viserektor of deur 'n onafhanklike konsultant wat vir dié doel deur die raad aangestel is, in samewerking met 'n verteenwoordiger genomineer deur die werknemer, na die finansiële, hulpbron- en ander implikasies van sodanige afskaffing, vermindering, herorganisering of herreëling van die werknemers.

(b) die ondersoekbeamppte in subparagraaf (a) bedoel aan die raad 'n volledige verslag van sy ondersoek voorlê waarin hy 'n aanbeveling te dien effekte doen.

- (c) the council is satisfied that the abolition of the post, reduction in or reorganization or readjustment of the employees is in the interests of the technikon.
- (d) a transfer of the employee to another post within the technikon is not feasible or is not acceptable to the employee.
- (e) when the abolition of a post, reduction in or reorganization or readjustment of the employees becomes likely owing to factors mentioned in subparagraph (a), the representative employee's organization, will be notified before a final decision to act is taken and such notification shall state the reasons for the pending action, the number and categories of employees likely to be affected and a timetable of the proposed action, thus enabling the representative employees' association to make representations to council as part of a process of negotiation.

Definition of misconduct

27. (1) An employee shall be guilty of misconduct if he—

- (a) contravenes or fails to comply with a provision of the Act, Statute or Rules, with which it is his duty to comply;
- (b) performs, or causes to be performed, or permits to be performed, or connives at, an act which is prejudicial to the administration, discipline or efficiency of the technikon;
- (c) disobeys, disregards or wilfully defaults in carrying out a lawful order given to him, or by word or conduct displays insubordination, subject to the provisions of paragraph 35 (2) of the Rules;
- (d) is negligent or indolent in the discharge of his duties;
- (e) undertakes, without approval of the council any private agency or private work in relation to any matter connected with the performance of his official functions or the discharge of his official duties;
- (f) maliciously or without attempting to ascertain the factual situation, publicly comments adversely on the administration of the technikon;
- (g) attempts to secure intervention through any person not in the employ of the technikon in relation to his position and conditions of employment, unless it is done to obtain redress of any grievance through parliament;
- (h) conducts himself in a disgraceful, improper or unbecoming manner or, while on duty, is grossly discourteous to any person;

- (c) die raad tevrede is dat die afskaffing van die pos of die vermindering, herorganisering of herreëling van die werknemers in belang van die technikon is.
- (d) 'n oorpasing van die werknemer na 'n ander pos in die technikon nie uitvoerbaar is nie of vir die werknemer onaanvaarbaar is.
- (e) wanneer die afskaffing van 'n pos, vermindering van of herorganisering of herreëling van die werknemers waarskynlik word as gevolg van faktore vermeld in subparagraaf (a), sal die verteenwoordigende werknemersorganisasie in kennis gestel word voordat 'n finale besluit om op te tree, geneem word en sodanige kennisgewing sal die redes vir die voorgename optrede bevat, die aantal en kategorieë van werknemers wat waarskynlik geraak sal word, asook 'n program vir die voorgename optrede, om sodoende die geleentheid te bied aan die verteenwoordigende werknemersorganisasie om by wyse van 'n proses van onderhandelinge, 'n voorlegging aan die raad te maak.

Omskrywing van wangedrag

27. (1) 'n Werknemer is skuldig aan wangedrag indien hy—

- (a) 'n bepaling van die Wet, Statuut of Reëls wat hy moet nakom, oortree of versuim om daaraan te voldoen;
- (b) 'n handeling wat nadelig is vir die administrasie, dissipline of doeltreffendheid van die technikon verrig of laat verrig of toelaat of oogluikend toelaat dat dit verrig word;
- (c) behoudens die bepalings van paragraaf 35 (2) van die Reëls 'n wettige opdrag wat aan hom gegee is nie gehoorsaam nie of verontagsaam, of opsetlik versuim om dit uit te voer, of deur woord of gedrag hom aan insubordinasie skuldig maak;
- (d) nalatig of traag is in die vervulling van sy pligte;
- (e) sonder toestemming van die raad 'n private agentskap of private werk in enige aangeleentheid wat met die verrigting van sy amptelike werksaamhede of die uitvoering van sy ampspligte in verband staan, onderneem;
- (f) kwaadwilliglik, of sonder om te poog om die feitelike situasie vas te stel, negatiewe kommentaar in die openbaar oor die administrasie van die technikon lewer;
- (g) deur enige persoon wat nie in diens van die technikon is nie probeer om ingryping in verband met sy posisie en diensvoorwaardes te verkry, tensy dit gedoen word om 'n grief deur bemiddeling van die Parlement uit die weg te ruim;
- (h) hom op 'n skandelijke, onbehoorlike of onbetaamlike wyse gedra of, terwyl hy diens doen, hom aan growwe onbeleefdheid teenoor enige ander persoon skuldig maak;

- (i) uses intoxicants or stupefying drugs excessively or, while he is or should be on duty, is under the influence of intoxicants or stupefying drugs to an extent which is prejudicial to the technikon or to the efficient performance of his duties, unless it is not due to any improper conduct or action on the part of the employee;
- (j) without prior written approval of the rector discloses, otherwise than in the discharge of his official duties, information gathered or obtained by him in the execution of his official duties, or uses such information for any purpose other than for the discharge of his official duties, whether or not he discloses such information: Provided that an employee may publish with or without remuneration any matter related to his duties at the technikon;
- (k) accepts or demands any commission, fee or other reward, not being the remuneration payable to him in respect of his duties, in respect of the discharge of or the failure to discharge his duties, or fails to report to the council the offer of any such commission, fee or reward;
- (l) misappropriates or improperly uses any property of the technikon, or fails to take proper care of such property under his supervision and control according to the applicable directives;
- (m) commits an offence;
- (n) makes a false or incorrect statement, knowing it to be false or incorrect with a view to obtaining any privilege or advantage in relation to his official position or his duties, or which causes prejudice or injury to the technikon or the educational service or a member of such service;
- (o) borrows from or lends money to another employee of the technikon in such a way that it may compromise his position at the technikon;
- (p) victimises another employee on the grounds that such employee is a member of a representative employees' organization or by whatever method intimidates any employee to terminate his membership of a representative employees' organization or not exercise his right to join or not to join a representative employees' organization; or
- (q) is absent from duty without leave or valid reason.
- (i) bedwelende of verdowende middels oormatig gebruik, of terwyl hy aan diens is of behoort te wees, tot so 'n mate onder die invloed van bedwelende of verdowende middels is dat dit tot nadeel van die technikon strek of dat dit die doeltreffende uitvoering van sy pligte belemmer, tensy dit nie toe te skryf is aan enige onbehoorlike optrede of gedrag van die werknemer self nie;
- (j) sonder vooraf skriftelike goedkeuring van die rektor, inligting wat hy versamel of bekom het in die uitvoering van sy amptelike pligte, openbaar maak of gebruik vir enige ander doel as vir die uitvoering van sy amptelike pligte, ongeag of hy dit openbaar maak: Met dien verstande dat 'n werknemer teen vergoeding of daarsonder enige aangeleentheid mag publiseer wat verband hou met sy pligte;
- (k) enige kommissie, geld of ander beloning wat nie die vergoeding is wat ten opsigte van sy pligte aan hom betaalbaar is nie, aanneem of eis ten opsigte van die uitvoering van sy pligte of die versuim om sy pligte uit te voer, of versuim om die raad van die aanbod van sodanige kommissie, geld of beloning te verwittig;
- (l) eiendom van die technikon toe-eien of op onbehoorlike wyse daarvan gebruik maak of versuim om sodanige eiendom onder sy toesig en beheer behoorlik te versorg in ooreenstemming met die toepaslike voorskrifte;
- (m) 'n misdryf pleeg;
- (n) 'n valse of onjuiste verklaring maak wetende dat dit vals of onjuis is, met die oog op die verkryging van 'n voorreg of voordeel met betrekking tot sy amptelike posisie of sy pligte, of op die benadeling van of skadeberokkening aan die technikon of onderwysdiens of 'n lid van sodanige diens;
- (o) geld leen van of aan 'n ander werknemer van die technikon waardeur sy posisie by die technikon in gedrang mag kom;
- (p) 'n ander werknemer viktimizeer op grond daarvan dat sodanige werknemer 'n lid is van 'n verteenwoordigende werknemersorganisasie, of indien hy op watter wyse ookal 'n ander werknemer intimideer om sy lidmaatskap van 'n verteenwoordigende werknemersorganisasie te beëindig of om nie sy reg tot lidmaatskap van 'n verteenwoordigende werknemersorganisasie uit te oefen nie; of
- (q) sonder verlof of geldige rede van diens afwesig is.

Procedure in case of misconduct

28. (1) If an employee is accused of misconduct an employee appointed as prosecutor by the council, shall charge him in writing with that misconduct: Provided that such prosecutor shall be higher in rank than the accused.

(2) The charge of misconduct shall be served on the accused charged by causing it to be delivered or sent by registered letter to him, or be left at his place of residence or last known place of residence and the charge shall be accompanied by a request that the accused, within fourteen (14) days after the charge has been served upon him, submit to the council a written admission or denial of the charge and, should he prefer, a written explanation in connection with the charge.

Prosedure in die geval van wangedrag

28. (1) Indien 'n werknemer van wangedrag beskuldig word, moet 'n werknemer, deur die raad as aanklaer aangestel, hom skriftelik van daardie wangedrag aankla: Met dien verstande dat sodanige aanklaer 'n hoër rang as die beskuldigde beklee.

(2) Die aanklag van wangedrag word aan die beskuldigde beteken deur dit aan hom te laat aflewer, of per geregistreerde brief aan hom te laat stuur, of by sy woonplek of laaste bekende woonplek te laat afgee, en die aanklag moet vergesel wees van 'n versoek dat die beskuldigde binne veertien (14) dae nadat die aanklag aan hom beteken is aan die raad 'n skriftelike erkenning of ontkenning van die aanklag voorlê, en indien hy dit verkies, ook 'n skriftelike verduideliking in verband met die aanklag.

(3) The prosecutor may at any time withdraw a charge of misconduct.

(4) The accused shall have the following rights regarding the charge against him:

- (a) The right to be told and given in writing the nature of the alleged offence;
- (b) the right to be given adequate notice to prepare his defence, and to the postponement of the date of the inquiry if he can show reasonable cause for such postponement;
- (c) the right to representation at his own cost;
- (d) the right to have an interpreter to interpret proceedings in his mother tongue;
- (e) the right to call witnesses and to cross-examine witnesses;
- (f) the right to inspect any document produced in evidence;
- (g) the right to state a case in defence;
- (h) the right to a finding;
- (i) the right to have any previous disciplinary record considered only after having been found guilty;
- (j) the right to present mitigating circumstances before a penalty is imposed;
- (k) the right to be disciplined within seven (7) days after the aforementioned delivery of the charge;
- (l) the right to appeal; and
- (m) the right not to be victimised as a result of any statements or allegations made or any actions taken during a disciplinary inquiry or on the grounds of membership of any organisation or trade union.

(5) If the accused admits the charge he shall be deemed to have been found guilty of the misconduct with which he was charged on the date on which the council received the admission.

(6) If the accused denies the charge or fails to comply with the request referred to in subparagraph (2), the council shall appoint a person referred to in subparagraph (7) to hold an inquiry.

(7) A person appointed by the council (hereinafter referred to as the presiding officer) shall preside during the inquiry: Provided that at the request of the presiding officer no more than two (2) assessors may be appointed by the council to assist the presiding officer in the execution of his duties.

(8) The council, or the rector if so authorised by the council, may suspend from duty on full salary any accused whether or not such person has been charged.

(9) If no charge under subparagraph (1) is preferred against a person who has been so suspended from duty, he shall be allowed to reassume duty as soon as reasonably possible.

(10) (a) The presiding officer shall, after consultation with an official within the human resources, directorate, the accused and the prosecutor fix the date, time and place of the inquiry and shall give reasonable written notice to all those whose presence is required: Provided that the presiding officer, may postpone the inquiry on good cause shown;

(3) Die aanklaer kan 'n aanklag van wangedrag te eniger tyd terugtrek.

(4) Die beskuldigde het die volgende regte betreffende die aanklag teen hom—

- (a) die reg om die aard van die beweerde wangedrag aan te hoor en skriftelik te ontvang;
- (b) die reg op genoegsame kennisgewing om sy verdediging voor te berei en op uitstel van die datum van die ondersoek indien hy goeie redes kan verstrek vir sodanige uitstel;
- (c) die reg op verteenwoordiging op sy eie koste;
- (d) die reg op 'n tolk om die verrigtinge in sy moedertaal te vertolk;
- (e) die reg om getuies te roep en getuies te kruisvra;
- (f) die reg om enige dokument te inspekteer wat as getuienis ingelewer word;
- (g) die reg om 'n saak ter verdediging aan te voer;
- (h) die reg op 'n bevinding;
- (i) die reg om enige vorige dissiplinêre rekord te laat oorweeg slegs nadat hy skuldig bevind is;
- (j) die reg om versagende omstandighede aan te voer voordat 'n straf opgelê word;
- (k) die reg om binne 7 (sewe) dae na die voormelde betekening van die aanklag gedissiplineer te word;
- (l) die reg op appél; en
- (m) die reg om nie geviktimiseer te word op grond van enige stellings of bewerings gemaak of enige handeling gedoen tydens 'n dissiplinêre ondersoek, of op grond van lidmaatskap van enige organisasie of vakunie.

(5) Indien die beskuldigde die aanklag erken, word hy geag skuldig bevind te wees aan die wangedrag waarvan hy aangekla is op die datum waarop die raad die erkenning ontvang het.

(6) Indien die beskuldigde die aanklag ontken of versuim om te voldoen aan die versoek in subparagraaf (2) bedoel, stel die raad 'n persoon in subparagraaf (7) bedoel aan om 'n ondersoek te hou.

(7) 'n Persoon deur die raad aangestel (hierna die voorsittende beampte genoem), sit voor tydens die ondersoek: Met dien verstande dat op versoek van die voorsittende beampte hoogstens twee (2) assessore deur die raad aangestel kan word om die voorsittende beampte in die uitvoering van sy pligte by te staan.

(8) Die raad, of die rektor, indien deur die raad daartoe gemagtig, kan enige beskuldigde met volle salaris uit sy diens skors, ongeag of sodanige persoon aangekla is al dan nie.

(9) Indien geen aanklag kragtens subparagraaf (1) teen 'n persoon ingebring word wat aldus uit die diens geskors is nie, word hy toegelaat om sy diens te hervat so spoedig as wat redelik moontlik is.

(10) (a) Die voorsittende beampte bepaal na oorleg met 'n amptenaar van die direktoraat: Menslike hulpbronne, die beskuldigde en die aanklaer, die plek, datum en tyd van die ondersoek en gee redelike skriftelike kennis daarvan aan almal wie se teenwoordigheid daar vereis word: Met dien verstande dat die voorsittende beampte, die ondersoek om goeie redes kan uitstel.

(b) the inquiry shall be conducted in such a way that it meets the fair procedural requirements established by the industrial court; and

(c) the presiding officer shall base his findings of guilty or not guilty on a balance of probabilities.

(11) The prosecutor can authorize any person to attend the inquiry and shall adduce evidence and arguments in support of the charge and may cross-examine any person called as a witness for the defence.

(12) The failure of the accused to be present, either personally or through a representative, at the inquiry without any valid reasons shall not invalidate the proceedings, and the inquiry shall be held in absentia and the documentation shall reflect this.

(13) The presiding officer shall keep a record of the proceedings at the inquiry including the evidence given thereat and all documents admitted at the inquiry.

(14) The accused shall have the right to any information and to demand copies of any documents in the possession of the employer which may assist him in his defence and he shall also have the right to demand that the employer produce such documents at the inquiry.

(15) (a) The presiding officer shall, after evidence has been given and the case argued, find the accused guilty or not guilty of the misconduct with which he was charged.

(b) If the verdict is one of guilty, the accused shall be given an opportunity to lead evidence in mitigation.

(c) If the presiding officer finds the accused guilty as contemplated in subparagraph (a), the presiding officer shall submit to the rector—

- (i) the record of the proceedings referred to in subparagraph (13);
- (ii) a written exposition of his finding and the reasons therefor;
- (iii) any mitigating or aggravating circumstances the presiding officer may have found; and
- (iv) the recommendation of the presiding officer in relation to the sentence which should be imposed.

(16) If the accused is found not guilty of the misconduct with which he was charged and he was suspended from duty he shall be allowed to resume duty as soon as reasonable, along with an undertaking that nothing will be held against him.

(17) If the accused is found guilty, the rector may having regard to the documents referred to in subparagraph (15) (c)—

- (a) caution and reprimand him;
- (b) issue him with a warning or final warning that a recurrence of the misconduct will result in summary dismissal;
- (c) suspend him without pay for a specified period, with his consent and as an alternative to dismissal or suspend dismissal for a period of fourteen (14) days subject to resignation;

(b) Die ondersoek word op so 'n wyse gevoer dat dit voldoen aan die vereistes wat die nywerheidshof vir regverdige prosedures stel.

(c) Die voorsittende beampte baseer sy bevinding van skuldig of onskuldig op die oorwig van waarskynlikheid.

(11) Die aanklaer kan enige persoon magtig om die ondersoek by te woon en getuienis en argumente ter stawing van die aanklag aan te voer, en kan enige persoon kruisvra wat as getuie vir die verdediging geroep word.

(12) Die versuim van die beskuldigde om sonder geldige redes óf persoonlik óf deur 'n verteenwoordiger by die ondersoek teenwoordig te wees, maak nie die verrigtinge ongeldig nie en die ondersoek word dan in absentia gehou en die dokumentasie moet dit weer-speël.

(13) Die voorsittende beampte hou 'n verslag van die verrigtinge met inbegrip van al die gelewerde getuienis en alle stukke wat by die ondersoek toegelaat is.

(14) Die beskuldigde het die reg op inligting, en om kopieë te eis van enige dokumente in die werkgewer se besit wat hom in sy verdediging kan help en hy het ook die reg om te eis dat die werkgewer sodanige dokumente tydens die ondersoek sal voorlê.

(15) (a) Die voorsittende beampte moet, nadat getuienis gelewer is en die saak beredeneer is, die beskuldigde skuldig of onskuldig bevind aan die wangedrag waarvan hy aangekla is.

(b) Indien die uitspraak skuldig is, word die beskuldigde 'n geleentheid gegun om getuienis ter versagting aan te voer.

(c) Indien die voorsittende beampte die beskuldigde skuldig bevind soos in subparagraaf (a) bedoel, lê die voorsittende beampte aan die rektor voor—

- (i) die verslag van die verrigtinge in subparagraaf (13) bedoel;
- (ii) 'n skriftelike uiteensetting van die bevinding en die redes daarvoor;
- (iii) enige versagtinge of verswarende omstandighede wat die voorsittende beampte bevind het; en
- (iv) die aanbeveling van die voorsittende beampte betreffende die vonnis wat opgelê behoort te word.

(16) Indien die beskuldigde onskuldig bevind word aan die wangedrag waarvan hy aangekla is en waarvoor hy geskors is, moet hy toegelaat word om so gou doenlik sy pligte te hervat tesame met 'n onderneming dat niks teen hom gehou sal word nie.

(17) Indien die beskuldigde skuldig bevind word aan wangedrag, kan die rektor, met inagneming van die stukke in subparagraaf (15) (c) bedoel—

- (a) hom waarsku en tereg wys;
- (b) hom 'n waarskuwing of finale waarskuwing gee dat 'n herhaling van die wangedrag summierse ontslag tot gevolg sal hê;
- (c) hom met sy instemming en as 'n alternatief tot ontslag, hom sonder salaris vir 'n spesifieke tydperk skors of ontslag uitstel vir 'n tydperk van veertien (14) dae onderworpe aan bedanking;

- (d) reduce his rank;
- (e) order that he submit himself to medical, psychological or psychiatric counselling or treatment for alcohol or drug abuse;
- (f) recommend that he be transferred to some other post in the technikon; or
- (g) discharge him:

Provided that, except for subparagraph (g), more than one (1) of the sentences indicated above may be imposed.

(18) The accused is entitled to receive a copy of the reasons for the finding and the minutes of the proceedings.

(19) The fact that an employee has been convicted by a court of law of the commission of an offence shall not preclude the taking of any steps in terms of this paragraph against such employee.

(20) If a accused is discharged under subparagraph (17), the discharge shall take effect on a date fixed by the council.

(21) If any employee who has been suspended or charged with misconduct in terms of this paragraph resigns from the employment of the technikon or assumes other employment before the appropriate charge of misconduct has been disposed of, he shall be deemed to have been discharged on account of misconduct, with effect from a date fixed by the council, unless before the receipt of his notification of resignation or his assumption of other employment, he was notified that he would not be charged with misconduct or, as the case may be, that the charge of misconduct against him had been with-drawn.

(22) An employee who is aggrieved by his conviction or sentence may lodge an appeal to the council within fourteen (14) days of the day on which he received notice of his conviction and sentence, against the conviction or sentence or both.

(23) The appeal contemplated in subparagraph (22) shall be lodged in writing with the secretary of the council, setting out the ground on which the appeal is based and shall be heard as soon as reasonably possible possible by a person acceptable to both parties and appointed by the council and who is supplied by a recognised mediation service or a retired judge, magistrate or member of the bar.

(24) The person referred to in subparagraph (23) may after consideration of the documents relating to the appeal, uphold or dismiss the appeal.

(25) The cost regarding the appeal shall be borne by the technikon if the appellant is successful in the appeal or, otherwise, by the appellant himself if he fails in the appeal.

(26) A record of the proceedings, the verdict and sentence, signed by the employee, shall be retained in his personal file: Provided that if he is found not guilty no reference to the proceedings shall be placed in his file.

- (d) sy rang verlaag;
- (e) gelas dat hy homself aan mediese, sielkundige of psigiatryse berading of behandeling vir alkohol- of dwelmmisbruik onderwerp;
- (f) aanbeveel dat hy na 'n ander pos in die technikon oorgeplaas word; of
- (g) hom ontslaan:

Met dien verstande dat, met die uitsondering van subparagraaf (g), meer as een (1) van die vonnisse hierbo verstrekk, opgelê kan word.

(18) Die beskuldigde is geregtig op 'n afskrif van die redes vir die bevinding asook die notule van die verrigtinge.

(19) Die feit dat 'n werknemer deur 'n geregshof aan 'n oortreding skuldig bevind of vrygespreek is verhoinder nie dat stappe kragtens hierdie Statuut teen sodanige werknemer geneem word nie.

(20) Indien 'n beskuldigde ontslaan word kragtens subparagraaf (17), tree die ontslag in werking op 'n datum deur die raad bepaal.

(21) Indien enige werknemer wat kragtens hierdie paragraaf geskors of van wangedrag aangekla is uit die technikon se diens bedank of ander werk aanvaar voordat die toepaslike aanklag van wangedrag afgehandel is, word sodanige werknemer geag op grond van wangedrag ontslaan te wees met ingang van die datum deur die raad bepaal, tensy hy voor ontvangs van sy kennisgewing van bedanking, of sy aanvaarding van ander werk, in kennis gestel is dat hy nie van wangedrag aangekla sal word nie, of dat die aanklag van wangedrag teen hom teruggetrek is, na gelang van die geval.

(22) 'n Werknemer wat gegrief voel oor sy skuldigbevinding of vonnis kan binne veertien (14) dae vanaf die datum waarop hy kennis van skuldigbevinding en vonnis ontvang het na die raad appelleer teen die skuldigbevinding of vonnis of beide.

(23) Die appél beoog in subparagraaf (22) word skriftelik by die sekretaris van die raad ingedien met 'n uiteensetting van die gronde waarop die appél baseer is, en word so gou doenlik aangehoor deur 'n persoon wat vir beide partye aanvaarbaar is en deur die raad aangestel is, wat voorsien is deur 'n erkende bemiddelingsdiens, of 'n afgetrede regter, landdros of lid van die balie is.

(24) Die persoon in subparagraaf (23) bedoel, kan na oorweging van die stukke wat op die appél betrekking het, die appél handhaaf of die appél van die hand wys.

(25) Indien die aansoek se appél slaag, word die koste verbande aan die appél deur die technikon gedra, andersins moet die aansoeker self daarvoor betaal.

(26) 'n Verslag van die verrigtinge, bevinding en vonnis word deur die werknemer onderteken en dit word op sy persoonlike lêer gehou: Met dien verstande dat, indien hy onskuldig bevind word, geen verwysing na die verrigtinge op sy persoonlike lêer geplaas sal word nie.

(27) Nothing in this paragraph shall deprive the employee of his right to due process of law through action taken in any appropriate court.

Investigation into a charge of inefficiency or incompetence

29. If it is alleged that an employee is inefficient or incompetent to carry out the duties attached to his post, the employee may be charged that he is inefficient or incompetent to perform the duties attached to his post.

Preliminary inquiry and procedure

30. (1) If an employee's immediate superior alleges that such employee is inefficient or incompetent to perform the duties attached to his post the employee's immediate superior shall conduct informal discussions with him.

(2) After hearing any explanations of the employee regarding the allegation referred to in subparagraph (1), the immediate superior may recommend appropriate counselling or supervision or a corrective and training programme.

(3) The employee's performance shall be reviewed after an agreed upon period.

(4) Any appropriate follow-up action shall follow the review.

(5) The employee shall be required to sign any letters addressed to him during the preliminary enquiry and follow-up action. If the action referred to in subparagraph (4) appears to have been unsuccessful, a formal inquiry shall be instituted.

(6) The immediate superior or other official of the technikon bringing a charge of inefficiency or incompetence shall *mutatis mutandis* be required to sign any correspondence presented to him. Signing such document(s) refers only to acknowledgement of receipt thereof.

Procedure for formal inquiry

31. (1) If the procedure in paragraph 30 fails to bring about the intended improvement in the employee's efficiency or competence and the immediate superior alleges that the employee is still inefficient or incompetent of performing his duties, the provisions of paragraph 28 excluding subparagraph (17), shall *mutatis mutandis* be applicable.

(2) If it is found that the employee concerned is inefficient or incompetent to perform the duties attached to his post, the rector may—

- (a) order that the counselling, supervision, or corrective and training programmes continue;
- (b) order that the employee be transferred to another post;
- (c) order that the employee's rank be reduced and, if his emoluments are more than the maximum for the reduced rank, that such emoluments be reduced to that maximum, which may occur only with the employee's consent and as an alternative to dismissal; or
- (d) withhold a salary increment as contemplated in paragraph 29 of the Rules.

(27) Geen bepaling in hierdie paragraaf ontnem die werknemer sy reg tot 'n geregtelike verhoor in enige toepaslike hof nie.

Onderzoek na 'n aanklag van onbekwaamheid of onbevoegdheid

29. Indien beweer word dat 'n werknemer onbekwaam of onbevoeg is om die pligte te verrig wat aan sy pos verbonde is, kan die werknemer daarvan aangekla word dat hy onbekwaam of onbevoeg is om die pligte wat aan sy pos verbonde is, te verrig.

Voorlopige ondersoek en prosedure

30. (1) Indien 'n werknemer se onmiddellike hoof beweer dat sodanige werknemer onbekwaam of onbevoeg is om die pligte wat aan sy pos verbonde is te verrig, voer die werknemer se onmiddellike hoof informele samesprekings met hom.

(2) Nadat die onmiddellike hoof die verduidelikings van die werknemer betreffende die bewering in subparagraaf (1) bedoel aangehoor het, kan hy toepaslike berading, toesig of 'n korrektiewe- en opleidingsprogram aanbeveel.

(3) Hersiening van die werknemer se werkverrigting moet na 'n ooreengekome tydperk plaasvind.

(4) Enige gepaste opvolgaksie moet op die hersiening volg.

(5) Die werknemer is verplig om enige briewe te onderteken wat tydens die voorlopige ondersoek en opvolgaksie aan hom geskryf word. Indien die optrede in subparagraaf (4) vermeld klaarblyklik nie slaag nie, moet 'n formele ondersoek ingestel word.

(6) Die onmiddellike toesighouer of ander beampte van die technikon wat die klag van onbekwaamheid of onbevoegdheid gelê het, sal *mutatis mutandis* verplig wees om alle korrespondensie wat aan hom gerig is, te teken. Ondertekening van sodanige dokument(e) ver wys slegs na die erkenning van ontvangs daarvan.

Prosedure vir formele ondersoek

31. (1) Indien die prosedure in paragraaf 30 nie die verlangde verbetering in die werknemer se bekwaamheid of bevoegdheid bewerkstellig nie en die onmiddellike hoof beweer dat die werknemer steeds nie bekwaam of bevoeg is om sy pligte uit te voer nie, is die bepalings van paragraaf 28 met die uitsondering van subparagraaf (17) *mutatis mutandis* van toepassing.

(2) Indien daar bevind word dat die betrokke werknemer onbekwaam of onbevoeg is om die pligte wat aan sy pos verbonde is te verrig, kan die rektor—

- (a) gelas dat die berading, toesig, of korrektiewe en opleidingsprogramme voortduur;
- (b) gelas dat die werknemer na 'n ander pos oorgeplaas word;
- (c) gelas dat die werknemer se rang verlaag word, en indien sy besoldiging die maksimum vir die verlaagde rang oorskry, dat sodanige besoldiging tot daardie maksimum verlaag word, wat slegs met die werknemer se instemming en as 'n alternatief tot ontslag mag geskied; of
- (d) 'n salarisverhoging soos in paragraaf 29 van die Reëls beoog, weerhou.

(3) An employee who is aggrieved by his conviction or sentence may lodge an appeal within five (5) days of the day on which he received notice of his conviction and sentence.

(4) The appeal contemplated in subparagraph (4) shall be heard as soon as reasonably possible by a person acceptable to both parties and appointed by the council and who is supplied by a recognised mediation service or is a retired judge, magistrate or a member of the bar.

(5) The cost incurred by the appeal shall be borne by the technician if the appellant is successful in the appeal or, otherwise, by the appellant himself if he fails in the appeal.

No. 12 13 January 1995

TECHNIKON SA: RULES

TECHNIKONS ACT, 1993
(ACT No. 125 OF 1993)

RULES OF THE TECHNIKON SA

The Council of Technikon SA has, with the approval of the Minister of Education, under section 19 (1) of the Technikons Act, 1993 (Act No. 125 of 1993), drafted the Rules set out below:

ARRANGEMENT OF PARAGRAPHS

Paragraph

1. DEFINITIONS
- ACADEMIC BOARD
2. Vice-Chairman
3. Secretary
4. Meetings
5. Extraordinary meetings
6. Minutes of academic board meetings
7. Register of resolutions of the academic board
8. Discussion of motions
9. Voting
10. Ruling by chairman
11. Emergency meetings of academic board
12. Number of ordinary meetings of academic board
13. Representatives on council
14. Council representatives on academic board
15. Grievance procedure
16. Consultation with employees

(3) 'n Werknemer wat gerief voel oor sy skuldigbevinding of vinnis kan binne vyf (5) dae vanaf die dag waarop hy kennis van skuldigbevinding en vonnis ontvang het, appél aanteken.

(4) Die appél beoog in subparagraaf (4) word so gou doenlik oorweeg deur 'n persoon wat vir beide partye aanvaarbaar is en deur die raad aangestel is, wat voorsien is deur 'n erkende bemiddelingsdiens, of 'n afgetrede regter, landdros of lid van die balie is.

(5) Indien die aansoeker se appél slaag, word die koste verbande aan die appél deur die technikon-gedra, andersins moet die aansoeker self daarvoor betaal.

No. 12

13 Januarie 1995

TECHNIKON SA: REËLS

WET OP TECHNIKONS, 1993
(WET No. 125 VAN 1993)

REËLS VAN DIE TECHNIKON SA

Die Raad van die Technikon SA het kragtens artikel 19 (1) van die Wet op Technikons, 1993 (Wet No. 125 van 1993), met die goedkeuring van die Minister van Onderwys, die Reëls opgestel soos hieronder uiteengesit:

INLEIDING VAN PARAGRAWE

Paragraaf

1. WOORDOMSKRYWING
- AKADEMIESE RAAD
2. Ondervoorsitter
3. Sekretaris
4. Vergaderings
5. Buitengewone vergaderings
6. Notules van vergaderings van die akademiese raad
7. Register van besluite van akademiese raad
8. Bespreking van mosies
9. Stemming
10. Beslissing van die voorsitter
11. Noodvergaderings van akademiese raad
12. Getal gewone vergaderings van akademiese raad
13. Verteenwoordigers in die raad
14. Raadsverteenwoordigers in akademiese raad
15. Grieweprosedure
16. Raadpleging met werknemers

17. FEES PAYABLE**CONVOCATION**

- 18. Secretary
- 19. Roll of convocation
- 20. Chairman of convocation
- 21. Meetings of convocation
- 22. Election of a member of council by convocation

23. DONORS**STUDENTS' REPRESENTATIVE COUNCIL**

- 24. Manner of election
- 25. Term of office
- 26. Functions and privileges

GENERAL CONDITIONS OF SERVICE

- 27. Duties of employees
- 28. Appointments, transfers and promotions
- 29. Assumption of duty: Commencing date of salary
- 30. Salary increments
- 31. Privileges of employees
- 32. Pension rights and retirement benefits
- 33. Medical aid
- 34. Confidential nature of documents concerning employees
- 35. Obedience
- 36. Reports on staff and adverse remarks
- 37. Participation in political and other activities
- 38. Official hours of attendance and instruction
- 39. Working hours per week

LEAVE AND LEAVE GRATUITIES

- 40. Classification of leave
- 41. Classification of employees for leave purposes
- 42. Granting of leave
- 43. Days of rest
- 44. Leave and voluntary termination of leave
- 45. Special leave with full pay
- 46. Lapse of leave on resignation or retirement
- 47. Payment of allowances or remuneration during leave
- 48. Provision for allowances and service benefits during leave other than vacation leave
- 49. Accrual of accumulative leave
- 50. Leave which counts for leave purposes
- 51. Granting of accumulative leave
- 52. Leave for study and research purposes
- 53. Leave for private affairs
- 54. Maternity leave
- 55. Paternity leave
- 56. Leave gratuity

17. GELDE BETAALBAAR**KONVOKASIE**

- 18. Sekretaris
- 19. Konvokasierol
- 20. Voorsitter van die konvokasie
- 21. Vergaderings van konvokasie
- 22. Verkiezing van lid van raad deur konvokasie

23. SKENKERS**VERTEENWOORDIGENDE STUDENTERAAD**

- 24. Wyse van verkiezing
- 25. Ampstermyn
- 26. Werkzaamhede en voorregte

ALGEMENE DIENSVoorWAARDES

- 27. Pligte van werknemers
- 28. Aanstellings, oorsplasinge en bevorderings
- 29. Diensaanvaarding: Aanvangdatum van salaris
- 30. Salarisverhogings
- 31. Voorregte van werknemers
- 32. Pensioenregte en aftreevoordele
- 33. Mediese bystand
- 34. Vertroulike aard van dokumente rakende werknemers
- 35. Gehoorsaamheid
- 36. Verslae oor personeel en ongunstige opmerkings
- 37. Deelname aan politieke en ander bedrywighede
- 38. Amptelike diens- en onderrigure
- 39. Werkure per week

VERLOF EN VERLOFGRATIFIKASIE

- 40. Indeling van verlof
- 41. Klassifisering van werknemers vir verlofdoeleindes
- 42. Toestaan van verlof
- 43. Rusdae
- 44. Verlof en vrywillige beëindiging van verlof
- 45. Spesiale verlof met volle betaling
- 46. Verval van verlof by bedanking of aftrede
- 47. Betaling van toelaes of besoldiging tydens verlof
- 48. Voorsiening vir toelaes en diensvoordele gedurende ander verlof as vakansieverlof
- 49. Aanwas van oplopende verlof
- 50. Verlof wat vir verlofdoeleindes tel
- 51. Toestaan van oplopende verlof
- 52. Verlof vir studie- en navorsingsdoeleindes
- 53. Verlof vir private sake
- 54. Kraamverlof
- 55. Vaderskapverlof
- 56. Verlofgratifikasie

SICK LEAVE

- 57. General provisions: Sick leave
- 58. Granting of sick leave
- 59. Sick leave without pay
- 60. Special sick leave

SPECIAL LEAVE

- 61. Special leave with full pay

HOUSING SUBSIDY OR ALLOWANCE**SERVICE BONUS****SIEKTEVERLOF**

- 57. Algemene bepalinge: Siekteverlof
- 58. Toestaan van siekteverlof
- 59. Siekteverlof sonder betaling
- 60. Spesiale siekteverlof

SPESIALE VERLOF

- 61. Spesiale verlof met volle betaling

BEHUISINGSUBSIDIE OF -TOELAE**DIENSBONUS****DEFINITIONS**

1. In these Rules any expression to which a meaning has been assigned by the Act shall have the same meaning, unless the context indicates otherwise—

“**Act**” means the Technikons Act, 1993 (Act No. 125 of 1993);

“**calendar month**” means a period extending from the first to the last day, both days inclusive, of any one of the twelve (12) months of the year;

“**cycle**” means a period of three (3) calendar years calculated from 1 January 1983 and each successive period of three (3) calendar years;

“**day of rest**” means—

(a) a Sunday or a public holiday in the case of an employee who normally does not work on such a day; or

(b) any other day on which he is normally relieved from duty, in the case of an employee who normally works on a Sunday or a public holiday;

“**donor**” means any organization or person who donates a total amount to the technikon of not less than the amount determined by the Council;

“**employee**” means any person employed full-time or part-time in a permanent or temporary capacity at the technikon;

“**permanent employee**” means a person who is appointed permanently at the technikon by the council, or who is deemed to have been so appointed, even though he may have been appointed on probation;

“**representative employees' organization**” means any body representative of employees, which is recognized by the council for the purposes of negotiating conditions of service and benefits and other issues of importance in terms of the recognition agreement;

“**salary**” means the salary or wage normally payable to an employee when he is in the service of the technikon and includes allowances which do not form part of his salary or wage;

WOORDOMSKRYWING

1. In hierdie Reëls, tensy uit die samehang anders blyk, het enige uitdrukking waaraan daar in die Wet 'n betekenis geheg is, die betekenis wat aldus daaraan geheg is, en beteken—

“**kalendermaand**” 'n tydperk wat strek van die eerste tot die laaste dag, albei dae inbegrepe, van enigteen van die twaalf (12) maande van die jaar;

“**permanente werknemer**” 'n persoon wat in 'n permanente hoedanigheid by die technikon deur die raad aangestel is, of wat geag word aldus aangestel te wees, al is hy op proef aangestel;

“**rusdag**”—

(a) 'n Sondag of openbare vakansiedag in die geval van 'n werknemer wat nie gewoonlik op sodanige dag werk nie; of

(b) 'n ander dag waarop hy gewoonlik van diens vrygestel is in die geval van 'n werknemer wat gewoonlik op 'n Sondag of 'n openbare vakansiedag werk;

“**salaris**” die salaris of loon wat gewoonlik aan 'n werknemer betaalbaar is wanneer hy in diens van die technikon is en sluit toelaes in wat nie by sy salaris of loon inbegrepe is nie;

“**salarisverhoging**” die goedgekeurde bedrag waarmee 'n salaris volgens die toepaslike skaal verhoog kan word;

“**siklus**” 'n tydperk van drie (3) kalenderjare gereken vanaf 1 Januarie 1983 en elke daaropvolgende tydperk van drie (3) kalenderjare;

“**skenker**” enige liggaam of persoon wat 'n totale bedrag van nie minder nie as die bedrag wat deur die Raad bepaal word, aan die technikon skenk;

“**technikon**” by die toepassing van hierdie reëls die Technikon SA;

“**tydelike werknemer**” 'n persoon wat in 'n tydelike hoedanigheid aangestel is vir 'n beperkte tydsduur, op voorwaardes soos vooraf met hom ooreengekom;

"salary increment" means the approved amount by which a salary may be increased according to the appropriate scale;

"technikon" in the application of these rules means the Technikon SA;

"temporary employee" a person appointed in a temporary capacity for a limited period, on conditions as agreed upon with him in advance.

ACADEMIC BOARD

Vice-Chairman

- 2.1 The vice-rector shall be the vice-chairman of the academic board: Provided that, should there be more than one (1) vice-rector, the academic board shall elect from among its members a vice-rector as vice-chairman: Provided further that such vice-chairman shall hold office for a period of one (1) year, after which he shall be eligible for re-election.
- 2.2 If the chairman as well as the vice-chairman are absent from any meeting of the academic board, the chairman or vice-chairman shall appoint a person to act as chairman at the meeting. If no person has been appointed acting chairman, the members present at such a meeting shall elect one (1) of their number to preside.

Secretary

- 3.1 A person designated by the council shall act as the secretary of the academic board and of all its committees and joint committees: Provided that the rector may designate any other administrative staff member to assist the secretary or to act in his place.
- 3.2 The secretary shall act as electoral officer at all meetings of the academic board.
- 3.3 The secretary shall attend all meetings of the academic board, but shall not be entitled to vote.

Meetings

- 4.1 Fifty per cent (50%) of the members of the academic board shall make a quorum for a meeting of such board.
- 4.2 The secretary of the academic board shall give notice in writing to each member of the academic board of the matters to be dealt with and the time and place of such meeting, at least fourteen (14) days before the day of an ordinary meeting.
- 4.3 Notice of matter for consideration shall be submitted to the secretary of the academic board at least five (5) days before notice of the ordinary meeting is to be given.

"verteenwoordigende werknemersorganisasie" enige liggaam wat verteenwoordigend is van werknemers, wat deur die raad erken word vir doeleindes van onderhandeling van diensvoorwaardes en -voordele en ander aangeleenthede van belang ingevolge die erkenningsooreenkoms;

"werknemer" 'n persoon wat voltyds of deelttyds in 'n permanente of tydelike hoedanigheid by die teknikon in diens is;

"Wet" die Wet op Teknikons, 1993 (Wet No. 125 van 1993).

AKADEMIESE RAAD

Ondervoorsitter

- 2.1 Die vise-rector is die ondervoorsitter van die akademiese raad: Met dien verstande dat indien daar meer as een (1) vise-rekteur is, die akademiese raad uit sy geledere 'n vise-rector as ondervoorsitter verkies: Met dien verstande voorts dat sodanige ondervoorsitter sy amp vir 'n tydperk van een (1) jaar beklee, waarna hy herverkiesbaar is.
- 2.2 Indien sowel die voorsitter as die ondervoorsitter van enige vergadering van die akademiese raad afwesig is, benoem die voorsitter of ondervoorsitter 'n persoon wat as voorsitter van die vergadering waarneem en indien niemand as waarnemende voorsitter aangestel is nie, verkies die teenwoordige lede van sodanige vergadering een (1) uit hul geledere om tydens die vergadering voor te sit.

Sekretaris

- 3.1 'n Persoon deur die raad aangewys, tree op as sekretaris van die akademiese raad en van al die komitees en gemeenskaplike komitees daarvan: Met dien verstande dat die rektor 'n ander lid van die administratiewe personeel kan aanwys om die sekretaris by te staan of in sy plek op te tree.
- 3.2 Die sekretaris tree op as verkiesingsbeampste tydens alle vergaderings van die akademiese raad.
- 3.3 Die sekretaris woon alle vergaderings van die akademiese raad by, maar is nie stemgeregtig nie.

Vergaderings

- 4.1 Vyftig persent (50%) van die lede van die akademiese raad maak 'n kworum vir 'n vergadering van sodanige raad uit.
- 4.2 Die sekretaris van die akademiese raad stel minstens veertien (14) dae voor die datum van 'n gewone vergadering elke lid van die akademiese raad skriftelik in kennis van die sake wat bespreek gaan word asook van die tyd en plek van sodanige vergadering.
- 4.3 Kennisgewing van sake vir oorweging word minstens vyf (5) dae voordat kennis gegee moet word van die gewone vergadering by die sekretaris van die akademiese raad ingedien.

- 4.4 A member may raise urgent matters at the meeting without prior notice if at least seventy-five per cent (75%) of the members present agree thereto.
- 4.5 The academic board may invite persons who are not members to attend meetings: Provided that such persons may take part in the discussions but may not vote.

Extraordinary meetings

- 5.1 Whenever he deems it necessary, the chairman of the academic board may call an extraordinary meeting of the academic board after at least seven (7) days notice, and he shall call such meeting when requested in writing to do so by any ten (10) members, the object of the meeting being stated clearly in the request.
- 5.2 No matters other than those appearing on the agenda of the meeting shall be dealt with at such a meeting, except with the consent of the meeting on an unopposed motion.

Minutes of academic board meetings

- 6.1 The secretary of the academic board shall keep minutes of each meeting of the academic board and shall include such minutes in the agenda of the next academic board meeting.
- 6.2 At each ordinary meeting of the academic board, the minutes of the previous ordinary meeting and those of any extraordinary or emergency meetings held subsequently shall be read and confirmed by the signature of the chairman: Provided that any objection to the minutes shall be raised and dealt with before such minutes are confirmed: Provided further that the meeting may take the minutes as read if a copy was sent to each member with the notice of the meeting.

Register of resolutions of the academic board

7. The secretary of the academic board shall keep a complete register of the resolutions of the academic board adopted in terms of the provisions of these rules and all members of the academic board shall have access to such register.

Discussion of motions

- 8.1 A motion or amendment submitted to the meeting shall be seconded and, if so directed by the chairman, submitted in writing, and no motion or amendment shall be withdrawn without the consent of the proposer, the seconder and the meeting.
- 8.2 No member of the academic board shall, without the leave of the meeting, speak more than once on a motion or amendment, but the proposer of a motion or amendment shall have the right to reply: Provided that a member may move that

4.4 'n Lid kan tydens die vergadering dringende sake opper sonder vooraf kennisgewing indien minstens vyf-en-sewentig persent (75%) van die teenwoordige lede daartoe instem.

4.5 Die akademiese raad kan persone wat nie lede is nie uitnooi om vergaderings by te woon: Met dien verstande dat sodanige persone aan die besprekings kan deelneem maar nie mag stem nie.

Buitengewone vergaderings

- 5.1 Die voorsitter van die akademiese raad kan na kennisgewing van minstens sewe (7) dae 'n buitengewone vergadering van die akademiese raad belê wanneer hy dit ook al nodig ag, en hy belê sodanige vergadering wanneer hy deur enige tien (10) lede skriftelik daartoe versoek word, welke versoek die doel van die vergadering duidelik moet uiteensit.
- 5.2 Geen sake buiten dié wat op die agenda van die vergadering verskyn, word tydens sodanige vergadering behandel nie, behalwe met die instemming van die vergadering, deur middel van 'n onbestrede mosie.

Notules van vergaderings van die akademiese raad

- 6.1 Die sekretaris van die akademiese raad hou die notules van elke vergadering van die akademiese raad en sluit sodanige notules in by die agenda van die volgende vergadering van die akademiese raad.
- 6.2 By elke gewone vergadering van die akademiese raad, word die notule van die vorige gewone vergadering en dié van enige buitengewone of noodvergadering wat daaropvolgend gehou is, gelees en deur die voorsitter se handtekening bekragtig: Met dien verstande dat enige beswaar teen die notule geopper, afgehandel word, voordat sodanige notule bekragtig word: Met dien verstande voorts dat die vergadering die notule as gelees kan beskou indien 'n afskrif daarvan tesame met die kennisgewing van die vergadering aan elke lid gestuur is.

Register van besluite van die akademiese raad

7. Die sekretaris van die akademiese raad hou 'n volledige register van die besluite van die akademiese raad wat ooreenkomstig die bepalings van hierdie reëls geneem is en alle lede van die akademiese raad het insae in sodanige register.

Bespreking van mosies

- 8.1 'n Mosie of amendement wat aan die vergadering voorgelê word, moet gesekondeer word en indien die voorsitter aldus gelas, skriftelik ingedien word, en geen mosie of amendement word sonder die instemming van die voorsteller, die sekondant en die vergadering teruggetrek nie.
- 8.2 Geen lid van die akademiese raad mag sonder verlof van die vergadering meer as een (1) speukbeurt oor 'n mosie of amendement hê nie, maar die voorsteller van 'n mosie of amendement het die reg om repliek te lewer: Met dien

the matter under discussion be dealt with in committee: Provided further that if such motion is seconded, it shall be put to the vote without further discussion and that, if such motion is adopted, the academic board shall immediately go into committee, whereafter a member may speak more than once on the matter under discussion.

Voting

- 9.1 Unless otherwise provided in these rules, all matters shall be decided by a majority of all members present.
- 9.2 In the event of a tie of votes other than a provided for in paragraph 9.3, a motion shall be defeated.
- 9.3 In the event of a tie of votes in a secret ballot, the result shall be determined by lot.
- 9.4 If the meeting so decides, the number of votes for or against a motion shall be recorded and, at the request of any member, the chairman shall direct that the vote of such member be recorded.
- 9.5 If members present during any vote on a motion abstain from voting, their abstentions shall be minuted as such.
- 9.6 If at least seventy-five per cent (75%) of the members of the academic board have reached agreement on a matter referred to them by letter, telegram or telefax by the chairman, without a meeting having been called, and such members have conveyed their resolution by letter, telegram or telefax, such resolution shall be deemed a resolution of the academic board and shall be recorded in the minutes of the next ordinary meeting.
- 9.7 If a member of the academic board is unable to attend a meeting, his views on any matter on the agenda concerned may be communicated to the meeting in writing, but shall not count as a vote by such member.

Ruling by chairman

10. The ruling of the chairman on any point of order or procedure at any meeting shall be binding, unless immediately challenged by a member, in which case such ruling shall be submitted without discussion to the meeting for a final decision.

Emergency meetings of academic board

- 11.1 The chairman of the academic board may call an emergency meeting at any time after giving at least twenty-four (24) hours' notice: Provided that notice may be given in any manner deemed expedient under the circumstances.
- 11.2 The notice referred to in paragraph 11.1 shall contain the reason for the emergency meeting and the matters on the agenda, and no matter other than those appearing on the agenda shall be dealt with at such a meeting.

verstande dat 'n lid kan voorstel dat die saak onder bespreking in komitee behandel word: Met dien verstande voorts dat indien sodanige mosie gesekondeer word, daar sonder verdere bespreking daarvoor gestem sal word en dat, indien sodanige mosie aanvaar word, die akademiese raad onmiddellik in komitee sal gaan, waarna 'n lid meer as een (1) spreekbeurt oor die saak onder bespreking het.

Stemming

- 9.1 Alle sake word deur 'n meerderheid van al die teenwoordige lede beslis, tensy anders in hierdie reëls bepaal word.
- 9.2 In geval van 'n staking van stemme, buiten soos bepaal in paragraaf 9.3, word 'n mosie verwerp.
- 9.3 In geval van 'n staking van stemme in 'n geheime stemming, word die uitslag deur loting bepaal.
- 9.4 Die getal stemme wat vir of teen 'n mosie uitgebring word, word aangeteken indien die vergadering aldus besluit en, indien enige lid dit versoek, gelas die voorsitter dat die stem van sodanige lid aangeteken word.
- 9.5 Indien lede wat tydens 'n stemming oor 'n mosie teenwoordig is, buite stemming bly, word dit as sodanig genotuleer.
- 9.6 Indien minstens vyf-en-sewentig persent (75%) van die lede van die akademiese raad eenstemmig is oor 'n saak wat deur die voorsitter per brief, telegram of telefaks na hulle verwys is, sonder dat 'n vergadering daarvoor belê is, en sodanige lede hul besluit per brief, telegram of telefaks oorgedra het, word sodanige besluit as 'n besluit van die akademiese raad geag en in die notule van die volgende gewone vergadering aangeteken.
- 9.7 Indien 'n lid van die akademiese raad nie 'n vergadering kan bywoon nie, kan sy mening oor enige saak op die betrokke agenda skriftelik aan die vergadering oorgedra word, maar dit geld nie as 'n stem van sodanige lid nie.

Beslissing van voorsitter

10. Die voorsitter se beslissing oor enige punt van orde of procedure by enige vergadering is bindend, tensy 'n lid sodanige beslissing onmiddellik betwis, in welke geval sodanige beslissing sonder bespreking aan die vergadering voorgelê word vir finale beslissing.

Noodvergaderings van akademiese raad

- 11.1 Die voorsitter van die akademiese raad kan te eniger tyd na kennisgewing van minstens vier-en-twintig (24) uur 'n noodvergadering belê: Met dien verstande dat kennisgewing op enige manier kan geskied wat onder die omstandighede dienstig is.
- 11.2 Die kennisgewing in paragraaf 11.1 bedoel, bevat die rede vir die noodvergadering asook die sake op die agenda en geen ander sake buiten dié wat op die agenda verskyn, word op sodanige vergadering behandel nie.

Number of ordinary meetings of academic board

12. The chairman of the academic board shall call an ordinary meeting of the academic board at least once each quarter, that is each cycle of three (3) months, at the seat of the technikon.

Representatives on council

- 13.1 Written nominations for representatives of the academic board on the council shall be submitted to the secretary of the academic board and each nomination shall be signed by the proposer, seconder and the nominee.
- 13.2 If more than two (2) members of the academic board are nominated, voting shall be by secret ballot.
- 13.3 Each member of the academic board shall have only one (1) vote during each secret ballot.
- 13.4 If, for any reason, a member referred to in section 16 (2) (d) of the Act vacates his office prior to the expiry of his term of office, the academic board shall elect a new representative for the unexpired portion of such term of office in accordance with the procedure outlined above.

Council representatives on the academic board

14. The council shall appoint in writing two of its members as members of the academic board in terms of section 20 (1) (c) of the Act for a period of two (2) years.

Grievance procedure

- 15.1 The council shall set up and maintain a grievance policy and procedure after negotiation with the representative employees' organization.
- 15.2 Any employee of the technikon shall without prejudice have free and unhindered access to such procedure.

Consultation with employees

16. Consultation between the council and the employees of the technikon on matters referred to in section 19 (2) (c) of the Act shall be in accordance with procedures approved by the council after negotiation with the representative employees' organization.

FEES PAYABLE

17. Registration and other fees payable by students of the technikon in terms of section 17 (2) (a) of the Act shall be determined, imposed and collected in a manner determined by the council.

CONVOCATION**Secretary**

18. An employee designated by the council shall act as the secretary of the convocation.

Roll of convocation

- 19.1 The secretary of the convocation shall keep the roll of convocation containing the names and addresses of all the members of the convocation and an address appearing on the roll shall be deemed to be the registered address of the member concerned.

Getal gewone vergaderings van akademiese raad

12. Die voorsitter van die akademiese raad belê minstens eenkeer per kwartaal, dit wil sê elke siklus van drie (3) maande, 'n gewone vergadering van die akademiese raad by die setel van die technikon.

Verteenwoordigers in raad

- 13.1 Benoemings vir verteenwoordigers van die akademiese raad op die raad word skriftelik by die sekretaris van die akademiese raad ingedien en elke benoeming moet deur die voorsteller, sekondant en benoemde onderteken word.
- 13.2 Indien meer as twee (2) lede van die akademiese raad benoem word, word 'n geheime stemming gehou.
- 13.3 Elke lid van die akademiese raad het slegs een (1) stem tydens elke geheime stemming.
- 13.4 Indien 'n lid in artikel 16 (2) (d) van die Wet bedoel, om enige rede sy amp ontruim voor die verstryking van sy ampstermyn verkies die akademiese raad 'n nuwe verteenwoordiger vir die onverstreke gedeelte van sodanige ampstermyn ooreenkomstig die prosedure hierbo uiteengesit.

Raadsverteenwoordigers in akademiese raad

14. Die raad stel twee van sy lede as lede van die akademiese raad skriftelik aan ooreenkomstig artikel 20 (1) (c) van die Wet, vir 'n termyn van twee (2) jaar.

Grieweprosedure

- 15.1 Die raad sal 'n grieweprosedure instel en instandhou na onderhandeling met die verteenwoordigende werknemersorganisasie;
- 15.2 Enige werknemer van die technikon sal sonder benadeling vrye en onbelemmerde toegang hê tot sodanige prosedure.

Raadpleging met werknemers

16. Raadpleging tussen die raad en werknemers van die technikon, oor aangeleenthede in artikel 19 (2) (c) van die Wet bedoel, sal in ooreenstemming wees met prosedures wat goedgekeur is deur die raad na onderhandeling met die verteenwoordigende werknemersorganisasie.

GELDE BETAALBAAR

17. Registrasie- en ander gelde betaalbaar deur studente van die technikon ingevolge artikel 17 (2) (a) van die Wet, word bepaal, gehef en ingesamel op 'n wyse deur die raad bepaal.

KONVOKASIE**Sekretaris**

18. 'n Werknemer aangewys deur die raad tree op as sekretaris van die konvokasie.

Konvokasierol

- 19.1 Die sekretaris van die konvokasie moet die konvokasierol byhou bevattende die name en adresse van al die lede van die konvokasie en 'n adres wat op die rol verskyn, word geag die geregistreerde adres van die betrokke lid te wees.

19.2 The onus shall rest on every member of the convocation to notify the secretary of any change of address.

19.3 A person whose name does not appear on the roll of convocation shall not be entitled to vote.

Chairman of convocation

20.1 Written nominations for the chairmanship of the convocation shall be requested every two years by notice in one (1) or more national newspapers.

20.2 Nominations shall be seconded by ten (10) members of the convocation, signed by the nominees and submitted to the secretary before the date mentioned in the notice referred to in paragraph 20.1.

20.3 The secretary shall check the membership of the nominees, the proposers and seconders against the roll of convocation.

20.4 The list of names of the candidates for the chairmanship shall be published in one or more national newspapers and ballot papers containing the particulars of the nominees shall be sent to all members of the convocation with the request to vote for a chairman of the convocation and to return the ballot papers to the secretary of the convocation prior to a certain due date.

20.5 The chairman shall be elected by a majority of votes and this shall be ratified by the council and the members of the convocation shall be informed in writing.

20.6 The elected chairman shall be informed in writing of his election, powers, privileges and functions by the secretary of the convocation.

20.7 Within fourteen (14) days of receiving the written notice referred to in paragraph 20.6, the elected chairman shall submit written acceptance of his election, powers, privileges and functions to the secretary of the convocation.

20.8 The powers, privileges and functions of the chairman, in terms of section 22 (4) (b) of the Act, shall be determined by the council.

20.9 The chairman of the convocation shall be the chairman of all its meetings: Provided that if he is absent, the members present shall elect a chairman for the meeting from among their number under leadership of the secretary.

20.10 The period of office of the chairman of the convocation is two (2) years.

20.11 If the chairman vacates his office for any reason prior to the expiry of his term of office, the convocation shall elect a new chairman for the unexpired term of such office and the provisions of paragraphs 20.1 to 20.7 shall apply *mutatis mutandis*.

19.2 Die onus rus op elke lid van die konvokasie om die sekretaris van enige adresverandering te verwittig.

19.3 'n Persoon wie se naam nie op die konvokasierol verksyn nie, is nie stemgeregtig nie.

Voorsitter van konvokasie

20.1 Skriftelike nominasies vir die voorsitterskap van die konvokasie word elke twee jaar by kennisgewing in een (1) of meer nasionale nuusblaaie aangevra.

20.2 Nominasies moet deur tien (10) lede van die konvokasie gesekondeer en deur die genomineerde onderteken en ingedien word by die sekretaris voor die datum vermeld in die kennisgewing in paragraaf 20.1 bedoel.

20.3 Die sekretaris kontroleer lidmaatskap van die genomineerdes, die voorstellers en sekondante teenoor die konvokasierol.

20.4 Die lys van name van die kandidate vir die voorsitterskap word gepubliseer in een of meer nasionale nuusblaaie en word stembriewe waarop besonderhede van die genomineerdes verskyn aan alle lede van die konvokasie gestuur met die versoek om te stem vir 'n voorsitter van die konvokasie en stembriewe voor 'n sekere keurdatum terug te besorg aan die sekretaris van die konvokasie.

20.5 Die voorsitter word verkies by wyse van 'n meerderheid van stemme en dit word deur die raad bekragtig en skriftelik bekendgemaak aan lede van die konvokasie.

20.6 Die verkose voorsitter word skriftelik deur die sekretaris van die konvokasie in kennis gestel van sy verkiesing, bevoegdhede, voorregte en werksaamhede.

20.7 Die verkose voorsitter moet binne veertien (14) dae na ontvangs van die skriftelike kennisgewing in paragraaf 20.6 bedoel, skriftelike aanvaarding van sy verkiesing, bevoegdhede, voorregte en werksaamhede indien by die sekretaris van die konvokasie.

20.8 Die bevoegdhede, voorregte en werksaamhede van die voorsitter ingevolge artikel 22 (4) (b) van die Wet, word deur die raad bepaal.

20.9 Die voorsitter van die konvokasie is die voorsitter van alle vergaderings daarvan: Met dien verstande dat indien hy afwesig is, die teenwoordige lede onder leiding van die sekretaris 'n voorsitter uit hul geledere vir sodanige vergadering verkies.

20.10 Die ampstermyn van die voorsitter van die konvokasie is twee (2) jaar.

20.11 Indien die voorsitter om enige rede sy amp ontruim voor die verstryking van sy ampstermyn verkies die konvokasie 'n voorsitter vir die onverstreke gedeelte van sodanige ampstermyn en is die bepalings van paragrawe 20.1 tot 20.7 *mutatis mutandis* van toepassing.

Meetings of convocation

- 21.1** All meetings of the convocation shall take place at the seat of the technikon.
- 21.2** The convocation shall meet at least once a year.
- 21.3** A meeting of the convocation may be convened by the chairman whenever he deems it necessary, and shall be convened by the secretary within sixty (60) days after a written request signed by at least fifty (50) members is lodged with the chairman: Provided that the matters for consideration at such meeting shall be stated in the form of a special motion and that no matters other than those stated in form of a special motion and that no matters other than those stated in such request shall be discussed at such meeting.
- 21.4** Notice of a meeting of the convocation, together with an agenda, shall be sent to each member of the convocation at least fourteen (14) days before the meeting.
- 21.5** Fifty (50) members of the convocation shall constitute a quorum at meetings.
- 21.6** The minutes of all meetings of the convocation shall be sent to the council and the academic board.

Election of a member of council by convocation

- 22.1** Whenever it is necessary for the convocation to elect one of its members as a member of the council as contemplated in section 16 (2) (e) of the Act, the secretary of the convocation shall, by written notice or by any other form of public notice, posted or published at least ninety (90) days before the date determined by the secretary for the election of members of the council, invite members of the convocation to nominate in writing a candidate to be elected as a member of the council.
- 22.2** (a) A nomination referred to in paragraph 22.1 shall reach the secretary at least sixty (60) days before the date determined for the election.
- (b) Each nomination shall be signed by at least five members of the convocation and countersigned by the nominee to denote his acceptance of the nomination.
- 22.3** If only one candidate is nominated the secretary shall forthwith declare such candidate to be duly elected.
- 22.4** (a) If more than one candidate is nominated the secretary shall, at least thirty (30) days before the date determined for the election, post to the members of the convocation ballot papers containing in alphabetical order the names of all the candidates.
- (b) A member of the convocation is entitled to one vote.
- (c) All completed ballot papers shall be returned to the secretary so as to reach him not later than the date determined for the election.
- (d) A ballot paper which is received by the secretary after the election date shall be invalid.

Vergaderings van konvokasie

- 21.1** Alle vergaderings van die konvokasie word by die setel van die technikon gehou.
- 21.2** Die konvokasie vergader minstens een maal per jaar.
- 21.3** 'n Vergadering van die konvokasie kan wanneer hy dit nodig ag deur die voorsitter belê word en word deur die sekretaris belê binne sestig (60) dae nadat 'n skriftelike versoek, onderteken deur minstens vyftig (50) lede, aan die voorsitter voorgelê is: Met dien verstande dat die sake vir ooreweging by sodanige vergadering as 'n spesiale mosie aangedui word en dat geen sake behalwe dié in die versoek aangedui, bespreek mag word nie.
- 21.4** 'n Kennisgewing van 'n vergadering van die konvokasie met 'n agenda daarby word minstens veertien (14) dae voor die vergadering aan elke lid van die konvokasie gestuur.
- 21.5** Vyftig (50) lede van die konvokasie maak 'n kworum by vergaderings uit.
- 21.6** Die notule van alle vergaderings van die konvokasie word na die raad en die akademiese raad gestuur.

Verkieping van 'n lid van die raad deur die konvokasie

- 22.1** Wanneer dit nodig is dat die konvokasie een van sy lede as 'n lid van die raad verkies, soos beoog in artikel 16 (2) (e) van die Wet, nooi die sekretaris van die konvokasie lede van die konvokasie by wyse van 'n skriftelike kennisgewing of enige ander vorm van publieke kennisgewing, gepos of gepubliseer ten minste negentig (90) dae voor die datum deur hom bepaal vir die verkiesing van 'n lid van die raad, om skriftelik 'n kandidaat te nomineer vir verkiesing as lid van die raad.
- 22.2** (a) 'n Nominasie in paragraaf 22.1 bedoel, moet die sekretaris minstens sestig (60) dae voor die datum vir die verkiesing bepaal, bereik.
- (b) Elke nominasie moet deur ten minste vyf lede van die konvokasie en deur die genomineerde medeonderteken word om sy aanvaarding van die nominasie te ken te gee.
- 22.3** Indien slegs een kandidaat genomineer word, verklaar die sekretaris onverwyld daardie kandidaat behoorlik verkose.
- 22.4** (a) Indien meer as een kandidaat genomineer word, moet die sekretaris minstens dertig (30) dae voor die datum vir die verkiesing bepaal, aan die lede van die konvokasie stembriewe pos waarin die name van al die kandidate in alfabetiese orde gelys word.
- (b) 'n Lid van die konvokasie is geregtig op een stem.
- (c) Alle voltooide stembriewe word aan die sekretaris teruggestuur om hom nie later nie as die datum vir die verkiesing bepaal, te bereik.
- (d) 'n Stembrief wat na die datum vir die verkiesing deur die sekretaris ontvang word, is ongeldig.

22.5 The secretary, assisted by two scrutineers appointed by the principal, shall count the votes cast for each candidate.

22.6 The secretary shall declare the person who obtains the highest number of votes to have been duly elected, and in the event of an equality of votes that result shall be determined by him by lot in the presence of the two scrutineers.

DONORS

23.1 A meeting for the purpose of the electing two (2) persons as representatives of donors referred to s representatives of donors referred to in section 16 (2) (f) of the Act, shall called by the secretary of the council at the seat of the technikon.

23.2 Notice of the purpose, date, time and place shall be sent to all donors twenty-one (21) days before the meeting.

23.3 The rector shall chair the election meeting which shall elect two (2) members from among the donors to the council by a majority vote.

STUDENTS' REPRESENTATIVE COUNCIL

Manner of election

24.1 Regional students' representative councils, under the leadership and guidance of temporary regional electoral officers designated by the rector, shall be elected by a majority of votes by the registered students of the technikon who live in the region concerned.

24.2 Regional students' representative councils shall consist of at least five (5) members, but not more than ten (10), depending on the portfolios to be occupied.

24.3 Regional students' representative councils shall be entitled to designate one (1) member from among their number to serve on the central students' representative council.

24.4 The chairmen of regional students' representative councils shall be elected by a majority of votes by the members of the regional students' representative council.

24.5 The central students' representative council shall consist of the designated members of the regional students' representative councils: Provided that additional members shall be elected by a majority of votes from among the members of the regional students' representative councils and the broader student body.

24.6 The chairman of the central students' representative council is elected from its members by a majority of votes.

24.7 The maximum number of members of the central students' representative council shall be determined by the council in consultation with the regional students' representative councils.

Term of office

25. The term of office of the regional and central students' representative councils shall be one (1) year: Provided that members of such students' representative councils are eligible for re-election.

22.5 Die sekretaris, bygestaan deur twee tellers wat deur die hoof genomineer is, tel die aantal stemme wat vir elke kandidaat uitgebring is.

22.6 Die sekretaris verklaar die persoon wat die meeste stemme behaal as behoorlik verkies, en in die geval van 'n staking van stemme, bepaal hy die uitslag deur 'n loting in die teenwoordigheid van die twee tellers.

SKENKERS

23.1 'n Vergadering word vir die doel van die verkiesing van twee (2) persone as verteenwoordigers van skenkers soos in artikel 16 (2) (f) van die Wet bedoel, deur die sekretaris van die raad by die setel van die technikon belê.

23.2 Kennisgewing van die doel, datum, tyd en plek word een-en-twintig (21) dae voorafgaande die vergadering aan alle skenkers gestuur.

23.3 Die rektor sit voor op die verkiesingsvergadering wat by wyse van 'n meerderheidstem twee (2) lede van die skenkers as lede van die raad verkies.

VERTEENWOORDIGENDE STUDENTERAAD

Wyse van verkiesing

24.1 Streekverteenwoordigende studenterade onder leiding en toesig van tydelike streeksverkie-singsbeampes deur die rektor aangewys word met 'n meerderheid van stemme verkies deur die ingeskrewe studente van die technikon wat in die bepaalde streek woonagtig is.

24.2 Streekverteenwoordigende studenterade bestaan uit minstens vyf (5) lede, maar nie meer as tien (10) nie, afhangende van die portefeuljes wat bekleed moet word.

24.3 Streekverteenwoordigende studenterade is geregtig om een (1) lid uit eie geledere verkies, te benoem op die sentrale verteenwoordigende studenteraad.

24.4 Die voorsitters van streekverteenwoordigende studenterade word met 'n meerderheid van stemme verkies deur die lede van die streekver-teenwoordigende studenteraad.

24.5 Die sentrale verteenwoordigende studenteraad bestaan uit die benoemde lede van die streek-verteenwoordigende studenterade: Met dien verstande dat addisionele lede verkies word met 'n meerderheid van stemme vanuit die geledere van die streekverteenwoordigende studente-rade en die breë studentekorps.

24.6 Die voorsitter van die sentrale verteenwoordi-gende studenteraad word uit eie geledere ver-kies op grond van 'n meerderheid van stemme.

24.7 Die maksimum getal lede van die sentrale ver-teenwoordigende studenteraad, word deur die raad, in oorleg met die streekverteenwoordi-gende studenterade, bepaal.

Ampstermyn

25. Die ampstermyn van die streek- en sentrale ver-teenwoordigende studenterade is een (1) jaar: Met dien verstande dat lede van sodanige ver-teenwoordigende studenterade herverkiesbaar is.

Functions and privileges

- 26.1** The regional and central students' representative council shall serve the interests of the students of the technikon and the interests of the community and its functions shall focus on the promotion of student interests and the complete development of their potential.
- 26.2** The member referred to in paragraph 10 of the statute shall be the chairman of the central students' representative council.

GENERAL CONDITIONS OF SERVICE**Duties of employees**

- 27.** The duties and hours of attendance of academic staff and other employees of the technikon shall be determined by the council on the recommendation of the rector, and subject to the provisions of paragraph 16.

Appointment, transfers and promotions

- 28.1** No person shall be appointed as a permanent employee, transferred or promoted unless such person meets the following requirements:
- (a) Minimum academic qualifications and practical work experience as contained in the post specification for the post concerned;
 - (b) minimum health requirements for the proper performance of duties inherent to the post; and
 - (c) any other selection requirements determined by circumstances and specified in advertisements of the vacancies.
- 28.2** Appointments, transfers and promotions shall take place in writing and contain full details of the remuneration package or salary and benefits, leave conditions and date of assumption of duty.
- 28.3** Abridged conditions of service, in addition to those referred to in paragraph 28.2, shall accompany the written appointment.
- 28.4** Appointments shall be ratified by written acceptance by the applicant.

Assumption of duty: Commencing date of salary

- 29.1** An employee shall be paid a salary with effect from the date of appointment and not the date of assumption of duty, up to and including the date of the termination of employment: Provided that the council may, on recommendation of the rector, determine dates for the assumption of duty and termination of service for academic staff other than the commencing and termination date of salary payment.
- 29.2** If a temporary employee has been appointed up to the last working day of a calendar year and is reappointed within the first five (5) working days of the following year, he shall be paid a salary for the interim period and his service shall be regarded as continuous.

Werkzaamhede en voorregte

- 26.1** Die streek- en sentrale verteenwoordigende studenterrade dien die belange van die studente van die technikon en die belange van die gemeenskap en is die werksaamhede daarvan toegespits op die bevordering van studente se belange en die volle ontwikkeling van hul potensiaal.
- 26.2** Die lid in paragraaf 10 van die statuut bedoel is die voorsitter van die sentrale verteenwoordigende studenterraad.

ALGEMENE DIENSVORWAARDES**Pligte van werknemers**

- 27.** Die pligte en diensure van akademiese personeel en ander werknemers van die technikon, word deur die raad op aanbeveling van die rektor en behoudens die bepalinge van paragraaf 16 bepaal.

Aanstellings, oorplasings en bevorderings

- 28.1** Niemand word as 'n permanente werknemer aangestel, oorgeplaas of bevorder nie, tensy sodanige persoon aan die volgende vereistes voldoen nie:
- (a) Minimum akademiese kwalifikasies en praktiese werkervaring soos vervat in die posspesifikasie vir die betrokke pos;
 - (b) minimum gesondheidsvereistes vir die behoorlike uitvoering van die pligte inherent aan die pos; en
 - (c) enige ander keuringsvereistes soos omstandighede bepaal en gespesifiseer is in advertensies van die vakature.
- 28.2** Aanstellings, oorplasings en bevorderings geskied skriftelik en bevat volle besonderhede van die vergoedingspakket of salaris en byvoordele, verlofvoorwaardes en datum van diensaanvaarding.
- 28.3** Verkorte diensvoorwaardes, benewens die in paragraaf 28.2 genoem, vergesel die skriftelike aanstelling.
- 28.4** Aanstellings word bekragtig deur skriftelike aanvaarding deur die aansoeker.
- Diensaanvaarding: Aanvangsdatum van salaris**
- 29.1** 'n Werknemer word 'n salaris met ingang van die datum van aanstelling betaal en nie die datum van diensaanvaarding nie, tot en met die datum van diensbeëindiging: Met dien verstande dat die raad op aanbeveling van die rektor ander datums as die datum waarop salarisbetaling begin en eindig, vir die diensaanvaarding en -beëindiging van akademiese personeel kan bepaal.
- 29.2** Indien 'n tydelike werknemer aangestel is tot die laaste werksdag van 'n kalenderjaar en heraan-gestel word binne die eerste vyf (5) werkdag van die daaropvolgende jaar, word 'n salaris aan hom betaal ten opsigte van die interim tydperk en word sy diens as aaneenlopend beskou.

Salary increments

30. The salaries of employees shall be reviewed at least once a year after negotiation with the representative employees' organisation, and shall be based on the following:
- ▷ the technikon's performance management system;
 - ▷ market-relatedness of salaries and allowances; and
 - ▷ the ability of the technikon to pay.

Privileges of employees

31. Unless otherwise provided in the employment contract or approved by council, an employee may not—
- (a) claim or accept additional payment for any official work he is required to do in terms of his employment relationship; and
 - (b) accept any gift offered to him by a member of the public by reason of his occupying or having occupied a particular post or office in the technikon.

Pension rights and retirement benefits

- 32.1 Until such time as the council has selected a pension fund as contemplated in section 25 of the Act, the technikon shall be deemed to be an associated institution for the purposes of the Associated Institutions Pension Fund Act, 1963 (Act No. 41 of 1963), and shall for such purposes be deemed to have been declared an associated institution under section 4 of the said Act as from the date on which it was established in terms of section 4 (1) or, as the case may be, the date as from which it was deemed in terms of section 4 (3) to be a technikon established under this said Act.
- 32.2 The appointment of academic staff and other employees who were employed full-time at a body or institution with a pension or provident fund administered by the state in a permanent capacity at the technikon without a break in service, shall be deemed to be a transfer for pension purposes.

Medical aid

- 33.1 A medical aid fund shall be arranged by the council for all permanent employees of the technikon, subject to the rules of the fund.
- 33.2 The council shall contribute sixty per cent (60%) of the premium or membership fee and the employee forty per cent (40%).
- 33.3 The council shall consult with employees before any decision is made on the type of medical aid and the supplier thereof.
- 33.4 Permanent employees who retire on pension and who are members of the medical aid fund shall be entitled to continued lifelong membership subsidized by the council at a rate of at least sixty per cent (60%) of the premium or membership fee.

Salarisverhogings

30. Die salarisse van werknemers word na onderhandelings met die verteenwoordigende werknemersorganisasie, minstens een keer per jaar hersien, en gebaseer op die volgende:
- ▷ Die technikon se prestasiebestuurstelsel;
 - ▷ markverwantheid van salarisse en toelae; en
 - ▷ die vermoë van die technikon om te betaal.

Voorregte van werknemers

31. Tensy in sy dienskontrak anders bepaal of deur die raad goedgekeur, mag 'n werknemer nie—
- (a) bykomende betaling eis of aanvaar ten opsigte van enige amptelike werk wat hy ingevolge sy diensverhouding versoek word om te verrig nie; en
 - (b) 'n geskenk aanvaar wat aan hom deur 'n lid van die publiek aangebied word uit hoofde daarvan dat hy 'n bepaalde pos of amp in die technikon beklee of beklee het nie.

Pensioenregte en aftreevoordele

- 32.1 Tot tyd en wyl die raad 'n pensioenfonds soos beoog in artikel 25 van die Wet kies, word die technikon vir die doeleindes van die Wet op die Pensioenfonds vir Geassosieerde Inrigtings, 1963 (Wet No. 41 van 1963), geag 'n geassosieerde inrigting te wees en word hy vir hierdie doeleindes ingevolge artikel 4 van genoemde Wet geag tot so 'n inrigting verklaar te wees vanaf die datum waarop hy kragtens artikel 4 (1) ingestel is, of na gelang van die geval, vanaf die datum waarop hy kragtens artikel 4 (3) geag word 'n technikon te wees ingevolge die Wet ingestel is.
- 32.2 Akademiese personeel en ander werknemers wat voltyds in diens was by 'n liggaam of inrigting met 'n pensioen- of voorsorgfonds wat deur die staat geadminestreer word en sonder onderbreking van diens in 'n permanente hoedanigheid by die technikon aangestel word, se aanstelling word vir pensioendoeleindes as 'n oorsplasing beskou.

Mediese bystand

- 33.1 'n Mediese bystandsfonds word deur die raad gereël vir alle permanente werknemers van die technikon, onderhewig aan die reëls van die fonds.
- 33.2 Die raad dra sestig persent (60%) van die premie of lidmaatskapfooi by, en die werknemer veertig persent (40%).
- 33.3 Die raad moet werknemers raadpleeg voordat 'n besluit geneem word rakende die aard van die mediese bystand en die verskaffer daarvan.
- 33.4 Permanente werknemers wat met pensioen uit diens tree en lid is van die mediese bystandsfonds, is geregtig op voortgesette lewenslange lidmaatskap gesubsidieer deur die raad teen 'n koers van ten minste sestig persent (60%) van die premie of lidmaatskapfooi.

Confidential nature of documents concerning employees

34. All documents, files and correspondence concerning anything which may be done in terms of the Act, statute or these rules, being the property of the technikon shall be confidential: Provided that an employee or his representative shall have the right of access to or inspection of his personal file and be permitted to make copies of documents in it: Provided further that any other employee shall have access to the said documents, files and correspondence if it is necessary for the performance of his official duties.

Obedience

- 35.1 Subject to the provisions of paragraph 35.2, an employee shall obey a lawful order given to him by a person who is competent to do so.
- 35.2 An employee may demand that an order referred to in paragraph 35.1 be repeated in writing and he may request the rector to review such order: Provided that he may request that the decision be submitted to the council for further review if he is dissatisfied with the decision of the rector.

Reports on staff and adverse remarks

- 36.1 As often as the council requires, a report shall be compiled and submitted by the rector in respect of an employee under his control.
- 36.2 If an adverse remark is made about an employee in a document which is intended to be filed in the employee's personal file, the employee concerned shall be informed of it and he shall—
- sign the document concerned; and
 - be invited to respond thereto in writing.
- 36.3 The document containing the adverse remark about the employee, together with the employee's representation, shall be countersigned by his immediate superior and filed in the employee's personal file: Provided that the immediate superior of the employee concerned may order the destruction of the document containing the adverse remark if he is of the opinion that the remark is not justified.
- 36.4 The destruction of the document containing the adverse remark in terms of the proviso to paragraph 36.3 shall be brought to the attention of the employee concerned in writing.
- 36.5 If the conduct of an employee is being investigated and such investigation does not lead to a charge of misconduct, the information gathered in such investigation shall not be filed in the employee's personal file, unless the provisions of paragraphs 36.1 and 36.2 have been complied with.

Vertroulike aard van dokumente rakende werknemers

34. Alle dokumente, lêers en korrespondensie met betrekking tot enigiets wat kragtens die Wet, statuut of hierdie reëls gedoen word, synde die eiendom van die technikon, is vertroulik van aard: Met dien verstande dat 'n werknemer of sy verteenwoordiger die reg van toegang tot of inspeksie van sy persoonlike lêer het en toegelaat sal word om afskrifte van dokumente daarin te maak: Met dien verstande voorts dat enige ander werknemer toegang tot en insae in genoemde dokumente, lêers en korrespondensie het indien dit vir die verrigting van sy amptelike pligte nodig is.

Gehoorsaamheid

- 35.1 Behoudens die bepalings van paragraaf 35.2 gehoorsaam 'n werknemer 'n wettige opdrag wat aan hom gegee is deur iemand wat die bevoegdheid het om dit te gee.
- 35.2 'n Werknemer kan eis dat 'n opdrag bedoel in paragraaf 35.1 skriftelik herhaal word en hy kan die rektor versoek om sodanige opdrag te hersien: Met dien verstande dat hy kan versoek dat die beslissing aan die raad vir verdere hersiening voorgelê word indien hy ontevrede is met die beslissing van die rektor.

Verslae oor personeel en ongunstige opmerkings

- 36.1 'n Verslag word so dikwels as wat die raad vereis deur die rektor ten opsigte van 'n werknemer onder sy beheer opgestel en ingedien.
- 36.2 Indien 'n ongunstige opmerking oor 'n werknemer gemaak word in 'n dokument wat bestem is om in sodanige werknemer se persoonlike lêer geliasseer te word, moet die betrokke werknemer daarvan verwittig word en moet hy—
- die betrokke dokument onderteken; en
 - versoek word om skriftelik daarop te antwoord.
- 36.3 Die dokument wat die ongunstige opmerking oor die werknemer bevat, moet tesame met die werknemer se vertoë deur sy onmiddellike hoof medeonderteken word en in die werknemer se persoonlike lêer geliasseer word: Met dien verstande dat die onmiddellike hoof van die betrokke werknemer die vernietiging van die dokument wat die opmerking bevat kan gelas indien hy van mening is dat die opmerking nie geregverdig is nie.
- 36.4 Die vernietiging van die dokument wat die ongunstige opmerking bevat ingevolge die voorbehoud by paragraaf 36.3 moet skriftelik onder die betrokke werknemer se aandag gebring word.
- 36.5 As die gedrag van 'n werknemer ondersoek word en sodanige ondersoek nie lei tot 'n klag van wangedrag nie, sal die inligting wat tydens sodanige ondersoek versamel is nie in die persoonlike lêer van die werknemer geliasseer word nie, tensy die bepalings van paragrawe 36.1 en 36.2 nagekom is nie.

Participation in political and other activities**37.1 An employee—**

- (a) shall not use his position of office to promote or prejudice the interests of a political party; and
- (b) shall not display any notice, document, bill or other paper which seeks support for a political party on the grounds, or sports grounds or at a function of the technikon.

37.2 An employee shall not allow his membership of any city, municipal or village council, health committee, a management or advisory committee, local authority, school board or hospital board or non government organisation to interfere with his official duties in any way.

37.3 If a dispute arises between the council and a body referred to in paragraph 37.2, an employee who is a member of any such body shall not take part in the discussion of or vote on such dispute.

Official hours of attendance and instruction**38. An employee—**

- (a) shall, during his official hours of attendance and periods of overtime duty, give his full attention to the duties entrusted to him; and
- (b) shall not, without the consent of the rector or a person designated by him, be absent from his office or place of work during his official hours of attendance and agreed periods of overtime duty.

Working hours per week

39. The different categories of employees of the technikon shall observe the number of working hours per week as determined by the council in accordance with paragraph 16.

LEAVE AND LEAVE GRATUITIES**Classification of leave**

40.1 All absences from duty of employees on leave shall be classified under one or more of the following headings:

- (a) Vacation leave;
- (b) accumulative leave;
- (c) sick leave with full pay;
- (d) sick leave with half pay;
- (e) sick leave without pay;
- (f) special sick leave with full pay;
- (g) special leave with full pay;
- (h) special leave without pay;
- (i) examination leave;
- (j) study and research leave;
- (k) maternity leave; or
- (l) paternity leave.

Deelname aan politieke en ander bedrywighede**37.1 'n Werknemer—**

- (a) mag nie van sy amptsposisie gebruik maak vir die bevordering of benadeling van die belange van 'n politieke party nie; en
- (b) mag geen kennisgewing, dokument, biljet of ander stuk wat ondersteuning vir 'n politieke party aanmoedig op die terrein of sportterrein of by 'n funksie van die technikon vertoon nie.

37.2 'n Werknemer laat nie toe dat sy lidmaatskap van 'n stadsraad, munisipale raad, dorpsbestuur, gesondheidskomitee, bestuurs- of raadgelegende komitee, plaaslike bestuur, skoolraad of hospitaalraad of 'n nie-regeringsorganisasie op enige wyse op sy amptspilte inbreuk maak nie.

37.3 Indien 'n geskil tussen die raad en 'n liggaam bedoel in paragraaf 37.2 ontstaan, neem 'n werknemer wat lid is van enige sodanige liggaam nie aan die bespreking of stemming oor sodanige geskilpunt deel nie.

Amptelike diens- en onderrigure**38. 'n Werknemer—**

- (a) wy gedurende sy amptelike diensure en tydperke van oortyd diens sy volle aandag aan die pligte wat aan hom toevertrou is; en
- (b) is nie gedurende sy amptelike diensure en tydperke van ooreengekome oortyd diens sonder toestemming van die rektor of iemand deur die rektor aangewys, van sy kantoor of werkplek afwesig nie.

Werkure per week

39. Die verskillende kategorieë van werknemers van die technikon kom die getal werkure per week na soos deur die raad bepaal, ingevolge die bepalings van paragraaf 16.

VERLOF EN VERLOFGRATIFIKASIE**Indeling van verlof**

40.1 Alle afwesighede van werknemers van diens, met verlof, word onder een of meer van die volgende hoofde ingedeel:

- (a) Vakansieverlof;
- (b) oplopende verlof;
- (c) siekteverlof met volle betaling;
- (d) siekteverlof met halwe betaling;
- (e) siekteverlof sonder betaling;
- (f) spesiale siekteverlof met volle betaling;
- (g) spesiale verlof met volle betaling;
- (h) spesiale verlof sonder betaling;
- (i) eksamenverlof;
- (j) studie en navorsingsverlof;
- (k) kraamverlof; of
- (l) vaderskapverlof.

- 40.2** Apart from any disciplinary steps which may be taken against an employee, all unauthorized absences from duty shall be deemed to be special leave without pay, unless the council determines otherwise.

Classification of employees for leave purposes

- 41.1** For the purposes of leave provisions, employees shall be classified in the following groups and leave shall be granted as indicated under the group concerned:

GROUP A

Members of the academic staff

- (a) Fifty-six (56) calendar days vacation leave with full pay per annum.
- (b) *Sick leave*: In each cycle with—
 - (i) full pay—ninety (90) calendar days; and
 - (ii) half pay—ninety (90) calendar days.
- (c) *Accumulative leave*: Such leave shall accrue at a rate of fifteen (15) days per annum with full pay.

GROUP B

Members of the administrative and auxiliary staff, other than those provided for in Group C

- (a) *Vacation leave with full pay*: For periods approved by the council, not exceeding forty-two (42) calendar days per annum.
- (b) *Sick leave*: In each cycle with—
 - (i) full pay—ninety (90) calendar days; and
 - (ii) half pay—ninety (90) calendar days.
- (c) *Accumulative leave*: Such leave shall accrue at a rate of twelve (12) days per annum with full pay.

GROUP C

Members of the general, artisan and maintenance staff and labourers, except employees whose conditions of service have been determined in terms of industrial or similar agreements, who are normally required to remain on duty during technikon holidays although instruction has been suspended and the technikon has been closed

- (a) *Vacation leave with full pay*: For periods approved by the council, but shall not exceed twenty-four (24) calendar days per annum in total: Provided that notwithstanding anything to the contrary in these rules, the council may convert up to one-third of such leave annually into accumulative leave with full pay at its discretion.

- 40.2** Alle ongemagtigde afwesighede van diens word, ongeag enige tugstappe wat teen 'n werknemer gedoen kan word, geag spesiale verlof sonder betaling te wees, tensy die raad anders bepaal.

Klassifisering van werknemers vir verlofdoeleindes

- 41.1** Werknemers word vir doeleindes van verlofvoorsiening in die volgende groepe geklassifiseer en verlof word toegestaan soos onder die betrokke groep aangedui:

GROEP A

Lede van die akademiese personeel

- (a) Ses-en-vyftig (56) kalender dae vakansieverlof met volle betaling per jaar.
- (b) *Siekteverlof*: In elke siklus met—
 - (i) volle betaling—negentig (90) kalenderdae; en
 - (ii) halwe betaling—negentig (90) kalenderdae.
- (c) *Oplopende verlof*: Sodanige verlof loop op teen vyftien (15) dae per jaar met volle betaling.

GROEP B

Lede van die administratiewe en hulpersoneel, uitgesonderd dié vir wie in Groep C voorsiening gemaak word

- (a) *Vakansieverlof met volle betaling*: Vir tydperke wat die raad goedkeur, wat nie twee-en-veertig (42) kalenderdae per jaar oorskry nie.
- (b) *Siekteverlof*: In elke siklus met—
 - (i) volle betaling—negentig (90) kalenderdae; en
 - (ii) halwe betaling—negentig (90) kalenderdae.
- (c) *Oplopende verlof*: Sodanige verlof loop op teen twaalf (12) dae per jaar met volle betaling.

GROEP C

Lede van die algemene, ambags- en instandhoudingspersoneel en arbeiders, uitgesonderd werknemers wie se diensvoorwaardes ingevolge nywerheids- of soortgelyke ooreenkomste bepaal is, van wie normaalweg vereis word om gedurende technikonvakansies aan diens te bly hoewel onderrig opgeskort en die technikon gesluit is.

- (a) *Vakansieverlof met volle betaling*: Vir tydperke wat die raad goedkeur, maar wat in totaal nie vier-en-twintig (24) kalenderdae per jaar oorskry nie: Met dien verstande dat ondanks andersluidende bepalings van hierdie reëls die raad na goeddunke elke jaar, tot een derde van sodanige verlof in oplopende verlof met volle betaling kan omskep.

(b) *Sick leave:* In each cycle with—

- (i) full pay—ninety (90) calendar days; and
- (ii) half pay—ninety (90) calendar days.

41.2 Notwithstanding anything to the contrary in these rules, special leave with or without pay may be granted to an employee by the council.

41.3 Accumulative leave to the credit of an employee on 1 January of each year shall be recorded in the leave register, and in recording such credit, any part of a day shall be reckoned as one (1) day.

41.4 If any employee is transferred from one post to another post and his transfer results in a change in his classification for leave purposes or if, for any reasons other than his transfer, he changes from one leave group to another—

- (a) he shall retain the accumulative leave credit accrued during his employment in the previous group or groups; and
- (b) the leave provisions of the new group shall become applicable to him from the first day of the calendar month in which such transfer or change becomes effective: Provided that if the employee's leave provisions are effected negatively, such transfer or change shall not take place without negotiation with and consent of the employee.

41.5 A maximum of ten (10) days unused vacation leave for particular calendar year may be converted into accumulative leave in respect of all employees, excluding Group C employees referred to in paragraph 41.1.

Granting of leave

42.1 All leave, except for sick leave, shall be granted with due regard to the exigencies of the technikon.

42.2 When an employee leaves the service of the technikon for any reason whatsoever, his accumulative leave to a maximum of one hundred (100) days shall be paid out to him on *pro rata* basis of his total remuneration package.

Days of rest

43. Days of rest shall not be deemed to be leave and shall not be recorded as such in the leave register: Provided that—

- (a) a day of rest, or two (2) or more consecutive days of rest falling within a period of leave shall be deemed to be leave which, according to the classification in paragraph 40.1, falls under the same heading as the leave which precedes and succeeds such a day or days of rest;

(b) *Siekteverlof:* In elke siklus met—

- (i) volle betaling—negentig (90) kalenderdae; en
- (ii) halwe betaling—negentig (90) kalenderdae.

41.2 Ondanks andersluidende bepalings in hierdie reëls kan spesiale verlof met of sonder betaling deur die raad aan 'n werknemer toegestaan word.

41.3 Oplopende verlof wat 'n werknemer op 1 Januarie van elke jaar tot sy krediet het, word in die verlofregister aangeteken en by die aantekening van sodanige krediet word enige gedeelte van 'n dag as een (1) dag gereken.

41.4 Indien 'n werknemer van een pos na 'n ander pos oorgeplaas word en sy oorplasing 'n verandering van sy klassifisering vir verlofdoeleindes meebring of as hy om enige ander rede as sy oorplasing van een verlofgroep na 'n ander oorgaan—

- (a) behou hy die oplopende verlofkrediet wat gedurende sy dienstydperk in die vorige groep of groepe opgeloop het; en
- (b) word die nuwe groep se verlofvoorsiening op hom van toepassing vanaf die eerste dag van die kalendermaand waarin sodanige oorplasing of oorgang van krag word: Met dien verstande dat waar die werknemer se verlofvoorsiening negatief beïnvloed word, sodanige oorplasing of oorgang nie sal geskied sonder onderhandeling met en instemming van die werknemer nie.

41.5 'n Maksimum van tien (10) dae ongebruikte vakansieverlof in 'n bepaalde kalenderjaar kan in oplopende verlof omskep word ten opsigte van alle werknemers, uitgesonderd Groep C-werknemers soos in paragraaf 41.1 bedoel.

Toestaan van verlof

42.1 Alle verlof, uitgesonderd siekteverlof, word met behoorlike inagneming van die behoeftes van die technikon toegestaan.

42.2 Wanneer 'n werknemer die diens van die technikon om watter rede ook al verlaat word sy oplopende verlof tot 'n maksimum van eenhonderd (100) dae, op 'n *pro rata* grondslag van sy totale vergoedingspakket aan hom uitbetaal.

Rusdae

43. Rusdae word nie geag verlof te wees nie en word nie as sodanig in die verlofregister aange-teken nie: Met dien verstande dat—

- (a) 'n rusdag of twee (2) of meer opeenvolgende rusdae wat in 'n tydperk van verlof val, geag word verlof te wees wat volgens die indeling in paragraaf 40.1 onder dieselfde hoof ressorteer as die verlof wat sodanige rusdag of rusdae voorafgaan en daarop volg;

- (b) a day of rest, or two (2) or more consecutive days of rest falling between a period of leave, or period during which instruction is suspended, and a period of sick leave (or *vice versa*) shall be deemed to be vacation leave or accumulative leave, as the case may be, unless the employee concerned produces proof that he was actually ill on such day or days of rest; and
- (c) if any employee who is called upon to report for duty on a day of rest fails to do so, such day of rest shall be deemed to be special leave without pay, unless he is prevented from reporting for duty by circumstances acceptable to the council.

Leave and voluntary termination of leave

44. The granting of leave and the voluntary termination of leave by employees is as follows:
- (a) Application for and termination of leave shall be submitted in writing to the immediate superior of the employee;
 - (b) the application and termination shall be approved by the immediate superior; and
 - (c) the application and termination shall be referred to the responsible vice-rector for his information before being recorded in the leave register.

Special leave with full pay

- 45.1 Special leave with full pay may be granted to an employee at the discretion of the rector, and ratified by council resolution.
- 45.2 Special leave with full pay may be granted for:

(a) **Study purposes**

An employee who is studying to acquire a qualification approved by the council may be granted special leave with full pay on the basis one day special leave for every day of accumulative and vacation leave used for such purpose.

(b) **Compassionate leave**

Special leave with full pay up to a maximum of two (2) days per occasion may be granted to an employee upon the death of family members: Provided that further compassionate leave may be approved by the council.

- 45.3 Accumulative leave may subject to paragraph 51.2, be taken by an employee with approval of the council or it may be paid out on the basis of the total remuneration package of the

- (b) 'n rusdag of twee (2) of meer opeenvolgende rusdae wat tussen 'n tydperk van verlof of 'n tydperk waartydens onderrig opgeskort is en 'n tydperk van siekte verlof (of omgekeer) val, geag word vakansieverlof of oplopende verlof te wees, na gelang van die geval, tensy die betrokke werknemer bewys lewer dat hy werklik op sodanige rusdag of rusdae siek was; en
- (c) indien 'n werknemer aangesê word om hom op 'n rusdag vir diens aan te meld en hy versuim om dit te doen, word sodanige rusdag geag spesiale verlof sonder betaling te wees, tensy hy weens omstandighede wat vir die raad aanneemlik is, verhinder word om hom vir diens aan te meld.

Verlof en vrywillige beëindiging van verlof

44. Die toestaan van verlof en die vrywillige beëindiging van verlof deur werknemers is soos volg:
- (a) Aansoek en beëindiging van verlof moet skriftelik ingedien word by die onmiddellike toesighouer van die werknemer;
 - (b) die aansoek en beëindiging word goedgekeur deur die onmiddellike toesighouer; en
 - (c) die aansoek en beëindiging word verwys na die verantwoordelike viserektor vir kennisname, alvorens dit in die verlofregister aangeteken word.

Spesiale verlof met volle betaling

- 45.1 Spesiale verlof met volle betaling kan na goeddunke van die rektor en bekragtig deur die raad by wyse van 'n raadsbesluit aan 'n werknemer toegestaan word.
- 45.2 Spesiale verlof met volle betaling kan toegestaan word vir:

(a) **Studiedoeleindes**

Spesiale verlof met volle betaling kan aan 'n werknemer toegestaan word wat besig is met studie ter verwerwing van 'n kwalifikasie deur die raad goedgekeur op die grondslag van een dag spesiale verlof vir elke dag oplopende- en vakansieverlof wat vir sodanige doeleindes gebruik word.

(b) **Menslikheidsverlof**

Spesiale verlof met volle betaling kan aan 'n werknemer toegestaan word by die afsterwe van familielede tot die maksimum van twee (2) dae per geleentheid: Met dien verstande dat die raad verdere menslikheidsverlof mag goedkeur.

- 45.3 Oplopende verlof kan behoudens paragraaf 51.2 deur 'n werknemer met goedkeuring van die raad geneem word of dit kan uitbetaal word op grondslag van die totale vergoedingspakket

employee: Provided that all accumulative leave exceeding one hundred (100) days standing to the credit of an employee on 31 December of each year, shall be paid out automatically, based on the employee's remuneration package.

Lapse of leave on resignation of retirement

46.1 If an employee gives notice of resignation, any leave with pay granted shall lapse with effect from the date of such notice or, if the notice is undated, from the date the notification is received by the rector, and leave applied for or absence from duty after the said date shall be deemed to be special leave without pay: Provided that the council may deviate from this provisions: Provided further that the provisions of this paragraph—

- (a) shall apply only to absences during an employee's last thirty (30) days of employment; and
- (b) shall not apply to—
 - (i) sick leave;
 - (ii) special leave granted in terms of paragraph 61;
 - (iii) accumulative leave granted in terms of paragraph 57.3; and
 - (iv) a temporary or part-time employee whose contract of employment or letter of appointment contains a clause expressly providing that his services may be terminated on twenty-four (24) hours' notice, but who nevertheless gives more than twenty-four (24) hours' notice of his resignation.

46.2 If an employee retires, any leave granted to him shall lapse on the day immediately preceding that on which such retirement becomes effective, or on the date determined in paragraph 46.1, if that paragraph applies to him.

46.3 The period of employment of an employee shall not be extended to enable him to use leave which may have been granted to him.

46.4 If an employee who has resigned or retired is reappointed, such reappointment shall be deemed to be a new appointment for the purposes of these rules: Provided that the accumulative leave credit which an employee had upon resignation or retirement may be reinstated by the council at its discretion.

Payment of allowances or remuneration during leave

47. The continuance or cessation of the payment to an employee of allowances or other forms of remuneration other than a salary or wage, and the liability of such employee for payment of moneys due to the technician for services or goods delivered during the leave of such employee, shall be arranged on recommendation of the rector and ratified by council resolution.

van die werknemer: Met dien verstande dat alle oplopende verlof van meer as eenhonderd (100) dae wat op 31 Desember van elke jaar tot krediet van 'n werknemer staan outomaties uitbetaal word, gebaseer op die werknemer se vergoedingspakket.

Verval van verlof by bedanking of aftrede

46.1 Sodra 'n werknemer kennis gee van bedanking verval enige toegestane verlof met betaling met ingang van die datum van sodanige kennisgewing of, indien die kennisgewing nie gedateer is nie, vanaf die datum van ontvangs daarvan deur die rektor, en verlof aangevra of afwesigheid van diens na genoemde datum word geag spesiale verlof sonder betaling te wees: Met dien verstande dat die raad van hierdie bepaling mag afwyk: Met dien verstande voorts dat die bepaling van hierdie paragraaf—

- (a) net van toepassing is ten opsigte van afwesigheid gedurende die laaste dertig (30) dae van 'n werknemer se diens; en
- (b) nie van toepassing is nie op—
 - (i) siekteverlof;
 - (ii) spesiale verlof wat kragtens paragraaf 61 toegestaan word;
 - (iii) oplopende verlof wat kragtens paragraaf 57.3 toegestaan word; en
 - (iv) 'n tydelike of deeltydse werknemer wie se dienskontrak of aanstellingsbrief 'n klousule bevat wat uitdruklik bepaal dat sy dienste met kennisgewing van vier-en-twintig (24) uur beëindig kan word, maar wat desnieteenstaande langer as vier-en-twintig (24) uur kennis van sy bedanking gee.

46.2 Indien 'n werknemer aftree, verval enige toegestane verlof op die dag wat die datum onmiddellik voorafgaan waarop sodanige uitdienstreding van krag word of op die datum wat ingevolge paragraaf 46.1 bepaal word, indien die paragraaf op hom van toepassing is.

46.3 'n Werknemer se diens tydperk word nie verleng nie ten einde hom in staat te stel om gebruik te maak van verlof wat aan hom toegestaan mag gewees het nie.

46.4 Indien 'n werknemer wat bedank of afgetree het, heraan gestel word, word sodanige heraanstelling vir doeleindes van hierdie reëls as 'n nuwe aanstelling geag: Met dien verstande dat die oplopende verlofkrediet wat 'n werknemer by bedanking of aftrede gehad het, na goeddunke deur die raad herstel kan word.

Betaling van toelaes of besoldiging tydens verlof

47. Die voortsetting of staking van die betaling van toelaes of ander vorme van besoldiging aan 'n werknemer, uitgesonderd salaris of loon, en die aanspreeklikheid van sodanige werknemer vir betaling van geld verskuldig aan die technician vir dienste of goedere gelewer tydens die verlof van sodanige werknemer, word op aanbeveling van die rektor gereël en bekragtig deur die raad by wyse van 'n raadsbesluit.

Provision for allowances and service benefits during leave other than vacation leave

48. The council may issue directions for the financial arrangements to be made to provide for certain continuous service benefits to which an employee may be entitled during a period of unpaid leave, or leave with half pay, or a combination of unpaid leave, leave with half pay and paid leave.

Accrual of accumulative leave

- 49.1 Accumulative leave shall accrue in respect of each completed calendar month of employment at the rate of one-twelfth of the provision applicable to an employee in terms of paragraph 41.1.
- 49.2 The accumulative leave of an employee who is appointed in a full-time capacity without a break in employment and who, before such employment, was employed at a state department, body or institution which has a pension or provident fund administered by the state, shall not be transferable.
- 49.3 For the purposes of paragraph 49.1, any part of a day shall be reckoned as one (1) days when recording the accumulative leave of an employee.

Leave which counts for leave purposes

- 50.1 All periods of leave of whatever nature, with full or half pay, shall count for the purposes of leave accrual.
- 50.2 Subject to the approval of the council, periods of leave of whatever nature, without pay, shall count for the purposes of leave accrual.
- 50.3 Leave which in terms of paragraph 50.2 accrues during a period of leave without pay, shall not be granted to an employee before he has resumed his duties after his absence of leave without pay, and then only in respect of absence after such resumption of duty.

Granting of accumulative leave

- 51.1 The council may at any time require an employee to take a portion or all of the accumulative leave standing to his credit: Provided that the maximum leave period prescribed in paragraphs 51.2 and 51.4 shall not be exceeded.
- 51.2 Accumulative leave of less than twelve (12) days shall not be granted to a member of the academic staff and the total continuous period of such leave shall not extend over more than six (6) months: Provided that on recommendation of the rector, the council may grant accumulative leave for longer or shorter periods.
- 51.3 A member of the academic staff who has accumulative leave to his credit may apply in writing for the conversion of such leave into accumulative leave with half pay on the basis of two (two) days with half pay for each day of accumulative leave used for this purposes.

Voorsiening vir toelaes en diensvoordele gedurende ander verlof as vakansieverlof

48. Die raad kan voorskrifte uitreik oor die finansiële reëlings wat getref moet word om voorsiening te maak vir sekere aaneenlopende diensvoordele waarop 'n werknemer moontlik geregtig is gedurende 'n tydperk van onbetaalde verlof, of verlof met halwe betaling, of 'n kombinasie van onbetaalde verlof, verlof met halwe betaling en betaalde verlof.

Aanwas van oplopende verlof

- 49.1 Oplopende verlof was aan ten opsigte van elke voltooide kalendermaand van diens teen een-twaalfde van die voorsiening wat ingevolge paragraaf 41.1 op 'n werknemer van toepassing is.
- 49.2 Die oplopende verlof van 'n werknemer wat sonder onderbreking van diens in 'n voltydse hoedanigheid aangestel word en wat voor sodanige aanstellings in diens was van 'n staatsdepartement, liggaam of inrigting wat 'n pensioen- of voorsorgfonds het wat deur die Staat geadmistreer word, is nie oordraagbaar nie.
- 49.3 Vir die doel van paragraaf 49.1 word enige gedeelte van 'n dag as een (1) dag gereken wanneer die oplopende verlof van 'n werknemer aangeteken word.

Verlof wat vir verlofdoeleindes tel

- 50.1 Alle tydperke van verlof, van watter aard ook al, met volle of halwe betaling tel vir doeleindes van verlofaanwas.
- 50.2 Onderworpe aan die goedkeuring van die raad tel verloftydperke van watter aard ook al, sonder betaling vir doeleindes van verlofaanwas.
- 50.3 Verlof wat kragtens paragraaf 50.2 aanwas gedurende 'n tydperk van verlof sonder betaling word nie aan 'n werknemer toegestaan voordat hy, na sy afwesigheid met verlof sonder betaling, sy dienste hervat het nie en dan slegs ten opsigte van afwesigheid na sodanige hervatting van diens.

Toestaan van oplopende verlof

- 51.1 Die raad kan te eniger tyd vereis dat 'n werknemer 'n gedeelte van, of al die oplopende verlof wat hy tot sy krediet het, neem: Met dien verstande dat die maksimum verloftydperk wat in paragrawe 51.2 en 51.4 voorgeskryf word, nie oorskry word nie.
- 51.2 Oplopende verlof van minder as twaalf (12) dae word nie aan 'n lid van die akademiese personeel toegestaan nie en die totale onafgebroke tydperk van sodanige verlof strek nie oor meer as ses (6) maande nie: Met dien verstande dat die raad, op aanbeveling van die rektor, oplopende verlof vir langer of korter tydperke kan toestaan.
- 51.3 'n Lid van die akademiese personeel wat oplopende verlof tot sy krediet het, kan skriftelik aansoek doen dat sodanige verlof omskep word in oplopende verlof met halwe betaling op die grondslag van twee (2) dae met halwe betaling vir elke dag oplopende verlof wat hy vir dié doel aanwend.

- 51.4** Accumulative and vacation leave with pay up to a maximum of one-hundred and forty-two (142) days in any period of eighteen (18) months may be granted to a employee other than a member of the academic staff and, any absence from duty in excess of this limit shall be covered by the granting of special leave without pay.
- 51.5** Subject to paragraphs 51.2, 51.3 and 51.4, the council may, if sound reasons exist, grant special leave without pay to an employee with no accumulative leave to his credit.

Leave for study and research purposes

- 52.** If an employee is granted special study leave referred to in paragraph 44.2 (a), he shall bind himself by contract to remain in the service of the technikon for twice the duration of the special study leave.

Leave for private affairs

- 53.** Notwithstanding anything to the contrary in these rules, special leave with full pay may be granted to an employee to enable him to attend to private affairs: Provided that such leave with full pay shall be limited to the number of days of accumulative leave standing to the credit of the employee concerned at the commencement of the leave.

Maternity leave

- 54.1** A female employee shall be entitled to eighty-four (84) days' maternity leave with pay for her confinement or upon the adoption of a child under the age of six (6) months: Provided that she has been in the service of the technikon for at least one (1) year before the commencement of her maternity leave.
- 54.2** Notwithstanding the provisions of paragraph 54.1, the council may grant such employee accumulative leave with pay, which she has to her credit, or accumulative leave with half pay on the basis of two (2) days with half pay for each day of accumulative leave to her credit, and special leave without pay.
- 54.3** An employee who wishes to take maternity leave shall give at least one (1) month's notice prior to the date on which the leave will commence.
- 54.4** Maternity leave shall commence at least one (1) month before the anticipated date of the confinement.
- 54.5** An employee who is entitled to benefits under the Unemployment Insurance Act, 1966 (Act No. 30 of 1966), shall be entitled to the following maternity leave for her confinement or upon the adoption of a child, as set out in paragraph 54.1:
- (a) Eighty-four (84) days' leave with full pay; or

- 51.4** Oplopende verlof en vakansieverlof met betaling tot hoogstens eenhonderd twee-en-veertig (142) dae kan in enige tydperk van agtien (18) maande aan 'n werknemer anders as 'n lid van die akademiese personeel toegestaan word, en enige afwesigheid van diens bo hierdie beperking word gedek deur die toestaan van spesiale verlof sonder betaling.

- 51.5** Behoudens paragrafe 51.2, 51.3 en 51.4 kan die raad, indien grondige redes daarvoor bestaan, aan 'n werknemer wat nie oplopende verlof tot sy krediet het nie, spesiale verlof sonder betaling toestaan.

Verlof vir studie- en navorsingsdoeleindes

- 52.** Indien 'n werknemer spesiale studieverlof neem soos in paragraaf 45.2 (a) bedoel, moet hy homself kontrakteel verbind om vir twee maal die tydsduur van die spesiale studieverlof in die diens van die technikon te bly.

Verlof vir private sake

- 53.** Ondanks andersluidende bepalings van hierdie reëls kan spesiale verlof met volle betaling aan 'n werknemer toegestaan word om hom in staat te stel om aandag te skenk aan private sake: Met dien verstande dat sodanige verlof met volle betaling beperk word tot die getal dae oplopende verlof wat die betrokke werknemer by die aanvang van die verlof tot sy krediet het.

Kraamverlof

- 54.1** 'n Vroulike werknemer is geregtig op vier-en-tagtig (84) dae kraamverlof met betaling vir haar bevalling of by aanneming van 'n kind onder die ouderdom van ses (6) maande: Met dien verstande dat sy voor die aanvang van haar kraamverlof minstens een (1) jaar in diens van die technikon was.
- 54.2** Ondanks die bepalings van paragraaf 54.1 kan die raad aan sodanige werknemer oplopende verlof met betaling wat tot haar krediet staan of oplopende verlof met halwe betaling op die grondslag van twee (2) dae met halwe betaling vir elke dag oplopende verlof tot haar krediet en spesiale verlof sonder betaling toestaan.
- 54.3** 'n Werknemer wat kraamverlof wil neem, moet minstens een (1) maand kennis gee voor die datum waarop die verlof 'n aanvang neem.
- 54.4** Kraamverlof neem 'n aanvang minstens een (1) maand voor die verwagte datum van die bevalling.
- 54.5** 'n Werknemer wat op voordele ingevolge die Werkloosheidsversekeringswet, 1966 (Wet No. 30 van 1966), geregtig is, is geregtig op die volgende kraamverlof vir haar bevalling of vir die aanneming van 'n kind soos uiteengesit in paragraaf 54.1:
- (a) Vier-en-tagtig (84) dae verlof met volle betaling; of

(b) if an employee requires more than eighty-four (84) days' leave, any leave granted in excess of such eighty-four 84 days shall be, subject to the following provisions:

- (i) During the first six (6) months of such leave, the employee shall be entitled to nine (9) days' salary per month;
- (ii) during the balance of such leave, the employee shall be entitled to thirty (30) days' leave with pay; and
- (iii) any leave in excess of six (6) months and thirty (30) days shall be leave without pay.

54.6 An employee who is not entitled to paid maternity leave in terms of paragraph 54.1 shall be entitled to accumulative leave with full pay standing to her credit, or special leave without pay for such periods as the council may determine: Provided that she shall be entitled to at least eighty-four (84) days' maternity leave without pay for her confinement or on the adoption of a child under six (6) months.

Paternity leave

55. A male employee who has been in the service of the technikon for at least one (1) year, shall be entitled to twelve (12) days vacation or accumulative leave, as the case may be, during and after the birth of his child or upon the adoption of a child under the age of six (6) months.

Leave gratuity

56. Accumulative leave standing to the credit of an employee at date of retirement, may be taken by such employee as leave with the approval of the council or he paid out to him on a *pro rata* basis of his total remuneration package.

SICK LEAVE

General provisions: Sick leave

57.1 Sick leave shall accrue to an employee on the first day of a cycle or on the date of his assumption of duty, when such date falls within a cycle, and with effect from that day the full provision of the cycle concerned may be granted to him: Provided that the other provisions of these rules are complied with.

57.2 Subject to the medical requirements of the case, the date on which any sick leave of an employee shall be deemed to commence and the date on which it shall be deemed to end shall be those determined by the council, who may take into consideration the interests of the technikon when determining the period of such leave.

(b) indien 'n werknemer meer as vier-en-tagtig (84) dae verlof verlang, is enige verlof vir langer as sodanige vier-en-tagtig (84) dae toegestaan, onderworpe aan die volgende bepalings:

- (i) Gedurende die eerste ses (6) maande van sodanige verlof is die werknemer geregtig op nege (9) dae se salaris per maand;
- (ii) gedurende die oorblywende deel van sodanige verlof is die werknemer geregtig op dertig (30) dae betaalde verlof; en
- (iii) enige verlof na ses (6) maande en dertig (30) dae is onbetaalde verlof.

54.6 'n Werknemer wat ingevolge paragraaf 54.1 nie geregtig is op betaalde kraamverlof nie, is geregtig op oplopende verlof met volle betaling tot haar krediet, of spesiale verlof sonder betaling vir sodanige tydperke as wat die raad bepaal: Met dien verstande dat sy geregtig is op minstens vier-en-tagtig (84) dae onbetaalde kraamverlof vir haar bevalling of vir die aanneming van 'n kind onder die ouderdom van ses (6) maande.

Vaderskapverlof

55. 'n Manlike werknemer wat langer as een (1) jaar in diens van die technikon is, is geregtig op twaalf (12) dae vakansie- of oplopende verlof, na gelang van die geval, gedurende en na afloop van die geboorte van sy kind of by aanneming van 'n kind onder die ouderdom van ses (6) maande.

Verlofgratifikasie

56. Oplopende verlof wat op datum van aftrede tot 'n werknemer se krediet staan, kan deur sodanige werknemer as verlof geneem word met goedkeuring van die raad of aan hom uitbetaal word op 'n *pro rata*-grondslag van sy totale vergoedingspakket.

SIEKTEVERLOF

Algemene bepalings: Siekteverlof

57.1 Siekteverlof val toe aan 'n werknemer op die eerste dag van 'n siklus of op die datum van sy diensaanvaarding waar sodanige datum binne 'n siklus val, en met ingang van daardie dag kan die volle voorsiening vir die betrokke siklus aan hom toegestaan word: Met dien verstande dat aan die ander bepalings van hierdie reëls voldoen word.

57.2 Behoudens die geneeskundige vereistes van die geval is die datum waarop enige siekteverlof van 'n werknemer geag word te begin en die datum waarop dit geag word te eindig, dié bepaal deur die raad, wat, by die vasstelling van die tydperk van sodanige verlof, die belange van die technikon in aanmerking neem.

- 57.3** On his written application, an employee may be granted accumulative leave standing to his credit in lieu of sick leave with half pay or sick leave without pay: Provided that such application shall be submitted not later than thirty (30) days after he has resumed duty: Provided further that—
- at the written request of an employee, such accumulative leave may be converted into special leave with half pay on the basis of two (2) days with half pay for each day of accumulative leave used for such purpose;
 - the council is satisfied that the employee is not permanently unfit at that stage for the performance of his normal duties; and
 - if such accumulative leave has been granted to an employee and he has received payment for it, it shall not be converted into sick leave again with half pay or without pay.
- 57.4** If an employee to whom accumulative leave or vacation leave with pay has been granted, takes ill while on such leave, that part of the leave during which he was ill may be converted into sick leave, subject to the provisions of paragraph 57.3: Provided that—
- the employee shall apply in writing for such conversion within thirty (30) days of the expiry of such leave;
 - the period shall exceed three (3) days; and
 - a doctor's certificate can be presented to substantiate the absence.
- 57.5** An employee who forfeits his accumulative leave credit in terms of paragraph 49.2 shall, during the unexpired portion of the cycle applicable to him, be granted sick leave with pay not exceeding the sick leave that could have been granted to him had the whole period of his service during such cycle been at the technikon.
- 57.6** Notwithstanding the provisions of paragraph 41.1, and after the completion of nine (9) years' continuous employment and in every three (3) cycles thereafter, an employee may be granted additional sick leave not exceeding ninety (90) days with full pay and ninety (90) days with half pay on submission of a certificate referred to in subparagraph 58.3 (a).
- 57.7** Unused sick leave prescribed for any particular cycle shall lapse at the end of that cycle and shall not be carried over to the following cycle.
- 57.8** If an employee who has been granted the maximum sick leave provided for in these rules is unable, for health reasons, to resume his duties,
- 57.3** Aan 'n werknemer kan op sy skriftelike aansoek oplopende verlof wat tot sy krediet staan, toegestaan word in plaas van siekteverlof met halwe betaling of siekteverlof sonder betaling: Met dien verstande dat sodanige aansoek ingedien word nie later nie as dertig (30) dae nadat hy diens hervat het: Met dien verstande voorts dat—
- op die skriftelike versoek van 'n werknemer sodanige oplopende verlof omskep kan word in spesiale verlof met halwe betaling op die grondslag van twee (2) dae met halwe betaling vir elke dag oplopende verlof wat hy vir sodanige doel aanmeld;
 - die raad oortuig is dat die werknemer op daardie tydstip nie permanent ongeskik is vir die verrigting van sy normale pligte nie; en
 - indien sodanige oplopende verlof aan 'n werknemer toegestaan is en hy ten opsigte daarvan betaling ontvang het, dit nie weer in siekteverlof met halwe betaling of siekteverlof sonder betaling omskep kan word nie.
- 57.4** Indien 'n werknemer aan wie oplopende verlof of vakansieverlof met betaling toegestaan is, siek word terwyl hy met sodanige verlof is, kan daardie gedeelte van die verlof waartydens hy siek was behoudens die bepalings van paragraaf 57.3 in siekteverlof omskep word: Met dien verstande dat—
- 'n werknemer binne dertig (30) dae na verstryking van sodanige verlof skriftelik om sodanige omskepping aansoek doen;
 - die tydperk meer as drie (3) dae is; en
 - 'n mediese sertifikaat voorgelê kan word om die afwesigheid te regverdig.
- 57.5** Aan 'n werknemer wat sy oplopende verlofkrediet ingevolge paragraaf 49.2 verbeur, word gedurende die onverstreke gedeelte van die siklus wat op hom van toepassing is, siekteverlof met betaling toegestaan wat nie meer is nie as die siekteverlof wat aan hom toegestaan kon gewees het indien al sy diens gedurende sodanige siklus diens by dié technikon was.
- 57.6** Aan 'n werknemer kan, ondanks die bepalings van paragraaf 41.1, na voltooiing van nege (9) jaar ononderbroke diens en in elke drie (3) siklusse daarna, addisionele siekteverlof van hoogstens negentig (90) dae met volle betaling en negentig (90) dae met halwe betaling toegestaan word by indiening van 'n sertifikaat bedoel in subparagraaf 58.3 (a).
- 57.7** Ongebruikte siekteverlof wat vir 'n bepaalde siklus voorgeskryf is, verval aan die einde van daardie siklus en word nie na die volgende siklus oorgedra nie.
- 57.8** Indien 'n werknemer aan wie die maksimum hoeveelheid siekteverlof toegestaan is waarvoor in hierdie reëls voorsiening gemaak word,

the council may grant him further sick leave with half pay not exceeding ninety (90) days in a cycle—

- (a) on submission of a satisfactory certificate referred to in subparagraph 58.3 (a);
- (b) if such employee at that time is not permanently unfit to perform his normal duties; and
- (c) if such employee has no accumulative leave standing to his credit:

Provided that such grant may be made in respect of separate periods of absence and different kinds of illness.

Granting of sick leave

58.1 Sick leave shall be granted only in respect of an employee's absence from duty owing to illness, indisposition or injury which is not ascribed to him or injury which is not ascribed to his own negligence or failure to take the necessary precautionary measures.

58.2 Sick leave shall be granted in respect of nervous complaints, insomnia, debility or similar ill-defined illnesses or indispositions only if the employee's state of health—

- (a) makes him unfit for his work; and
- (b) does not arise from his failure to make use of accumulative and vacation leave.

58.3 (a) If an employee is absent from duty for a continuous period exceeding three (3) days owing to illness, sick leave with or without pay may be granted to him only if he submits a certificate from a registered medical practitioner (or a registered dentist) which—

- (i) defines the nature of the illness;
- (ii) states that he is not capable of performing his official duties; and
- (iii) indicates the period necessary for his recovery.

(b) The council may require an employee to submit a certificate referred to in subparagraph 58.3 (a) for periods of three (3) days or less.

(c) If an employee was absent owing to illness and there are good reasons for the non-submission of a certificate referred to in subparagraph 58.3 (a), the council may exempt him from submitting such certificate for a continuous period of sick leave not exceeding fourteen (14) days.

(d) Exemption from the submission of a certificate referred to in subparagraph 58.3 (a) shall be recorded on the application for leave.

(e) Subject to the provisions of subparagraph 58.3 (c), sick leave with or without pay for which a certificate referred to in this para-

weens gesondheidsredes nie in staat is om sy pligte te hervat nie, kan die raad verdere siekteverlof met halwe betaling vir nie meer as negentig (90) dae in 'n siklus toestaan—

(a) by die voorlegging van 'n bevredigende sertifikaat bedoel in subparagraaf 58.3 (a);

(b) indien sodanige werknemer op daardie tydperk nie permanent ongeskik is vir die verrigting van sy normale pligte nie; en

(c) indien sodanige werknemer nie ooplopende verlof tot sy krediet het nie:

Met dien verstande dat sodanige toekenning gedoen kan word ten opsigte van afsonderlike tydperke van afwesigheid en ten opsigte van ongesteldhede van verskillende aard.

Toestaan van siekteverlof

58.1 Siekteverlof word net toegestaan ten opsigte van 'n werknemer se afwesigheid van diens weens 'n siekte, ongesteldheid of besering wat nie te wyte is aan sy eie nalatigheid of 'n gebrek aan behoorlike voorsorg nie.

58.2 Siekteverlof word ten opsigte van senuwee-aandoenings, slapeloosheid, swakte of dergelike minder goed omskrewe siektes of ongesteldhede toegestaan slegs indien die werknemer se gesondheidstoestand—

(a) hom ongeskik maak vir sy werk; en

(b) nie voortvloei uit sy versuim om van ooplopende verlof en vakansieverlof gebruik te maak nie.

58.3 (a) Indien 'n werknemer weens siekte van diens afwesig is vir 'n aaneenlopende tydperk van langer as drie (3) dae, kan siekteverlof met of sonder betaling aan hom toegestaan word slegs as hy 'n sertifikaat van 'n geregistreerde geneesheer (of 'n geregistreerde tandarts) indien waarin—

(i) die aard van die siekte omskryf is;

(ii) verklaar word dat hy nie in staat is om sy amppligte waar te neem nie; en

(iii) aangetoon word watter tydperk vir sy herstel nodig is.

(b) Die raad kan van 'n werknemer vereis dat 'n sertifikaat bedoel in subparagraaf 58.3 (a) ten opsigte van tydperke van drie (3) dae of minder ingedien word.

(c) Indien 'n werknemer weens siekte afwesig was en daar goeie redes bestaan waarom 'n sertifikaat ingevolge subparagraaf 58.3 (a) nie ingedien is, kan die raad hom vrystel van die indiening van sodanige sertifikaat ten opsigte van 'n aaneenlopende tydperk van siekteverlof van nie langer as veertien (14) dae.

(d) Vrystelling van die indiening van 'n sertifikaat ingevolge subparagraaf 58.3 (a) word op die verlofaansoek aangeteken.

(e) Behoudens die bepalings van subparagraaf 58.3 (c), word siekteverlof met of sonder betaling ten opsigte waarvan 'n

graph is not submitted, shall be granted only for an aggregate not exceeding ten (10) days during any calendar year and further absences shall be covered by the granting of accumulative leave or, if the employee has no accumulative leave to his credit, special leave without pay.

- 58.4** Notwithstanding the submission of a certificate referred to in subparagraph 58.3 (a) the council may after an investigation refuse to grant sick leave with pay for any absence from duty to which the certificate relates, in which case the council may determine that the absence was unauthorized and the employee shall be deemed to have been on special leave without pay.

Sick leave without pay

- 59.** Notwithstanding the provisions of paragraph 57.3, an employee who has used all his sick leave with pay provided for in these rules, may be granted sick leave without pay for a period determined by the council.

Special sick leave

- 69.1** An employee who is absent owing to an injury sustained from an accident arising from and in the course of his duty, or owing to a disease contracted in the course of and as a result of his duty may be granted special sick leave with full pay for the period he is unable to perform his duties.
- 60.2** Special sick leave in terms of paragraph 60.1 shall not be granted if the accident is attributable to ident is attributable to the serious and wilful misconduct of the employee as defined in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993).
- 60.3** The provisions of paragraph 58.3 shall be *mutatis mutandis* applicable to the granting of special sick leave.

SPECIAL LEAVE

Special leave with full pay

- 61.** Special leave with full pay may be granted to an employee at the discretion of the council.

HOUSING SUBSIDY OR ALLOWANCES

- 62.** A housing subsidy or allowance may be paid to an employee on the basis determined by the council.

SERVICE BONUS

- 63.** A service bonus may be paid to employees on the basis determined by the council.

sertifikaat soos in hierdie paragraaf bedoel, nie ingedien is nie, toegestaan vir 'n totaal van hoogstens tien (10) dae gedurende 'n kalenderjaar en verdere afwesighede word gedek deur die toestaan van oplopende verlof of, as die werknemer geen oplopende verlof tot sy krediet het nie, van spesiale verlof sonder betaling.

- 58.4** Ondanks die indiening van 'n sertifikaat bedoel in subparagraaf 58.3 (a) kan die raad na afloop van 'n ondersoek weier om siekteverlof met betaling toe te staan ten opsigte van enige afwesigheid van diens waarop die sertifikaat betrekking het, in welke geval die raad kan bepaal dat die afwesigheid ongemagtig was en die werknemer geag word op spesiale verlof sonder betaling te gewees het.

Siekteverlof sonder betaling

- 59.** Ondanks die bepalings van paragraaf 57.3 kan aan 'n werknemer wat al sy siekteverlof met betaling waarvoor in hierdie reëls voorsiening gemaak word, gebruik het, siekteverlof sonder betaling toegestaan word vir 'n tydperk wat die raad bepaal.

Spesiale siekteverlof

- 69.1** Aan 'n werknemer wat afwesig is weens 'n beseering wat voortspruit uit 'n ongeval wat uit sy diens ontstaan en in die loop daarvan plaasvind of weens 'n siekte wat in die loop van en as gevolg van sy diens opgedoen is, kan spesiale siekteverlof met volle betaling toegestaan word vir die tydperk wat hy nie geskik is om diens te verrig nie.
- 60.2** Spesiale siekteverlof ingevolge paragraaf 60.1 word nie toegestaan indien die ongeval aan die ernstige en opsetlike wangedrag soos omskryf in die Wet op Vergoeding vir Beroepsbeserings en -Siektes, 1993 (Wet No. 130 van 1993), van die werknemer toe te skryf nie.
- 60.3** Die bepalings van paragraaf 58.3 is *mutatis mutandis* van toepassing op die toestaan van spesiale siekteverlof.

SPESIALE VERLOF

Spesiale verlof met volle betaling

- 61.** Spesiale verlof met volle betaling kan na goeddunke van die raad aan 'n werknemer toegestaan word.

BEHUISINGSUBSIDIE OF -TOELAE

- 62.** 'n Behuisingsubsidie of -toelae kan aan 'n werknemer betaal word op die grondslag deur die raad bepaal.

DIENSBONUS

- 63.** 'n Diensbonus kan aan werknemers betaal word op die grondslag deur die raad bepaal.

No. 13

13 January 1995

TRANSKEI TECHNIKON: STATUTE
DECREE No. 3 (TECHNIKONS) OF 1994
STATUTE OF THE TRANSKEI TECHNIKON

The Council of the Transkei Technikon has, with the approval of the Minister of Education, under section 11 (1) of Decree No. 3 (Technikons) of 1994, drafted the following Statute:

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1. DEFINITIONS

- 1.1 In this Statute any expression to which a meaning has been assigned by the Decree No. 3 (Technikons), 1994, shall have the meaning so assigned to it and, unless the context otherwise indicates—

“**calender month**” means a period extending from the first to the last day, both days inclusive, of any one of the 12 months of the year;

“**cycle**” means a period of three calendar years reckoned from 1 January 1992 and each succeeding period of three years;

“**day of rest**” means—

- (i) a Sunday or a public holiday in the case of an employee who normally does not work such a day; or
- (ii) such other day as he is normally relieved from duty in lieu thereof in the case of an employee who normally works on a Sunday or a public holiday;

“**Decree**” means Decree No. 3 (Technikons) of 1994;

“**donor**” means any body or person that donates an amount in cash or kind of not less than R5 000 to the Technikon, or who has undertaken to donate an amount of not less than R5 000 to the Technikon, in regular instalments over a period of not more than four years and who is not in arrears with his instalments;

“**graduate**” means a person on whom a technikon or University diploma or degree has been conferred;

“**employee**” means a person employed full-time or part-time in a permanent or temporary capacity at the Technikon;

“**permanent employee**” means a person appointed permanently at the Technikon by the Council, or who is deemed to have been so appointed, even though he may have been appointed;

- (i) on probation;
- (ii) to a post intended for a person of a rank higher or lower than his own rank; or
- (iii) to a post additional to the fixed establishment of the Technikon;

“**salary**” means the salary or wage normally payable to an employee when he is in the service of the Technikon and includes allowances and fringe benefits;

“**salary increment**” means the approved amount by which a salary may be increased according to the appropriate scale;

“**Technikon**” in the application of this Statute means the Transkei Technikon;

“**technikon holiday**” means the period between two consecutive Technikon terms;

“**technikon term**” means the period between two consecutive technikon holidays.

- 1.2 If a quorum or required majority of votes is expressed as a mathematical fraction and it happens that the consequent quorum or majority is not an integral number, the next greater integral number shall be the quorum or majority of votes.

- 1.3 Due notice shall be deemed to have been given if written notice is sent to the last known address of the person concerned at the commencement of the required period of notice.

2. CHANCELLOR**2.1 Powers, privileges and functions**

- 2.1.1 The Chancellor is the titular head of the Technikon and shall confer all technikon certificates in the name of the Technikon.

- 2.1.2 The Chancellor shall, if requested by council, officiate at other official functions of the Technikon.

2.2 Term of office

The Chancellor shall occupy his office for a period of four (4) years, but shall be eligible for re-election.

2.3 Vacation of office

- 2.3.1 The Chancellor shall vacate his office if he, by writing under his hand, addressed to the secretary of the council, resigns as chancellor.
- 2.3.2 The Chancellor may be removed from office by a resolution of at least two-thirds of all members of Council on account of incapacity to carry out his official duties or any other reason that the Council deems adequate.

2.4 Election

- 2.4.1 The Chairman of the Council shall determine the date on which a meeting of the Council shall be held for the purpose of electing a Chancellor whenever the office of the Chancellor becomes vacant.
- 2.4.2 The Secretary to the Council shall give due notice to every member of the Council of such meeting, and shall invite members of the Council to submit nominations for the office of Chancellor.
- 2.4.3 No persons shall be elected to the office of the chancellor unless he has been nominated, with his written consent, by at least 2 members of the council and such nomination reaches the secretary to the council at least 21 days before the meeting referred to in paragraph 2.4.1.
- 2.4.4 The Secretary to the Council shall, as soon as possible after the closing date for nominations, inform every member of the Council in writing of such nominations.
- 2.4.5 The Chancellor shall be elected by at least two-thirds majority of all the members of the Council present at the meeting.
- 2.4.6 The election of the Chancellor shall take place by secret ballot.
- 2.4.7 Each member of the council shall have only one (1) vote during each ballot: Provided that there shall be a series of ballots if no candidate gains a two-thirds or more majority in the first ballot.
- 2.4.8 In each successive round of balloting the candidate with the least support in the previous ballot shall be eliminated as candidate.
- 2.4.9 After the council has elected a chancellor, the name of such chancellor shall be announced by the chairman of the council.

3. PRINCIPAL**3.1 Powers, privileges and functions**

- 3.1.1 The Principal shall, as Chief Executive Officer of the Technikon and as Chairman of the Academic Board, exercise general supervision and control over the Technikon.
- 3.1.2 In the absence of the Chancellor the Principal, in his capacity as Vice-Chancellor, shall execute the powers and perform the functions pertaining to the office of Chancellor.
- 3.1.3 The Principal shall *ex officio* be a member of all committees of the Council, the Academic Board and of all joint committees of the Council and the Academic Board.

3.2 Acting Principal

- 3.2.1 The Principal shall, whenever he deems it necessary and after consultation with the Chairman of the Council, appoint a substitute to exercise his powers and perform his functions in an Acting capacity for any period during which he is absent.
- 3.2.2 If the Principal is unable to act and has not appointed a substitute in terms of subparagraph 3.2.1, the Council shall appoint someone to act in his stead for any period during which the Principal is absent, and such an Acting Principal shall have the powers, privileges and functions of the Principal.

3.3 Term of office

The Principal shall hold office for a period determined by the Council which shall not extend beyond the normal retirement age of academic staff of the

Technikon: Provided that the Council may extend the appointment beyond such age limit by not more than five (5) years.

3.4 Election and appointment

- 3.4.1 The Secretary to the Council shall, at least six (6) months before the term of office of the Principal expires, or as soon as possible after a vacancy in the office of Principal occurs for a reason other than affluxion of time, inform the council of such expiry or vacancy.
- 3.4.2 A special committee shall be appointed by the Council for purposes nominating a candidate and recommending his appointment to the council.
- 3.4.2.1 The special committee shall have no more than nine (9) members and no less than five (5) members: Provided that candidates for the vacancy shall not be members of the special committee.
- 3.4.2.2 The composition of the special committee shall be as the Council may from time to time determine.
- 3.4.3 The secretary to the council shall *ex officio* be the secretary to the special committee established in subsection 3.4.2
- 3.4.4 The Secretary to the Council shall, on instruction of the committee, place an advert for the post of Principal in national newspapers and shall, as soon as possible after the closing date of the advert, call a meeting of the special committee to compile a short list of candidates for the office of the Principal and arrange for personal interviews with the shortlisted candidates.
- 3.4.5 The special committee, shall, after having held personal interviews with all shortlisted candidates nominate one candidate for recommendation to the council for appointment to the office of the Principal: Provided that the names of all applicants shall also be submitted to the Council.
- 3.4.6 The Council shall vote by secret ballot, on the appointment of the recommended candidate to the office of the Principal and a two-thirds majority will carry the recommendation.
- 3.4.7 If the recommended candidate does not receive a two-third majority vote, the council shall vote by secret ballot on all the shortlisted candidates.
- 3.4.8 If no candidate receives a two-thirds majority vote successive rounds of voting shall be held.
- 3.4.9 In each round of voting the candidate receiving the least votes shall be eliminated.
- 3.4.10 The successful candidate shall be appointed, in writing, by the Chairman to the Council.

3.5 Vacancy

If the office of Principal becomes vacant for any reason, the provisions of paragraph 3.4 shall *Mutatis mutandis* apply.

4. COUNCIL**4.1 Chairperson and Vice-Chairperson**

- 4.1.1 The members of the council shall, at the first meeting of the council and thereafter whenever it becomes necessary, elect from amongst its members a Chairperson and Vice-Chairperson who shall each hold office for a period of 2 years, or for such shorter period as he may be a member of the Council.
- 4.1.1.1 Nominations for the Chairperson or Vice-Chairperson of the council shall be given in writing to the secretary to the council: Provided that members employed by the technician shall not be nominated.
- 4.1.1.2 The Principal acts for the duration of the election as Acting Chairperson.
- 4.1.1.3 If more than one candidate for each position is nominated, voting shall be by secret ballot.
- 4.1.1.4 A candidate may be elected to the office of Chairperson or Vice-chairperson only by a two-thirds or more majority of the members present at the meeting of the Council.
- 4.1.1.5 Each member of the council shall have only one (1) vote during each ballot: Provided that there shall be a series of ballots if not candidate gains a two-thirds majority in the first ballot.

- 4.1.1.6 In each successive round of balloting the candidate with the least support in the previous ballot shall be eliminated as candidate.
- 4.1.2 Whenever a vacancy occurs in the office of Chairperson or Vice-Chairperson the provisions of subparagraphs 4.1.1.1 to 4.1.1.6 shall *mutatis mutandis* apply to the filling of such vacancy.
- 4.1.3 the person elected in terms of subparagraph 4.1.2 shall hold office for the unexpired period of office of his predecessor.

4.2 Secretary

- 4.2.1 The Vice-Principal (Administration) shall act as the Secretary to the Council and of all committees and joint committees of the Council: Provided that the Principal may assign any other employee to assist the Secretary or to act in his place.
- 4.2.2 The Secretary shall act as electoral officer at all meetings of the Council.
- 4.2.3 The Secretary shall attend all meetings of the Council and may be a member of the council in terms of the Decree: Provided that where the Secretary is not a member of council he may take part in the discussions but shall not vote.

4.3 Meetings

- 4.3.1 One half of the members of the Council plus one shall constitute a quorum for a meeting of the Council.
- 4.3.2 The Secretary of the Council shall, at least ten (7) days before the date contemplated for a meeting, give notice in writing to each member of the Council, setting forth the business to be dealt with as well as the time and place of such a meeting.
- 4.3.3 Notice of matters which a member desires to be considered at a meeting shall be in writing and shall be lodged with the Secretary of the Council at least fifteen (15) days before the date on which he is required to give notice of the meeting: Provided that a member may, with the consent of at least two-thirds of the members present, submit a motion of an urgent matter at the meeting without prior notice.
- 4.3.4 An extraordinary or special meeting of the council may be called by the Chairperson to the council whenever he deems it necessary, and shall be called by him if requested to do so in writing by any five members, the object of the meeting being stated clearly in the request.
- 4.3.4.1 No matters other than that for which the extraordinary or special meeting was called, shall be transacted at such meeting, except with the consent of the meeting granted on an unopposed motion.
- 4.3.5 The council may invite persons who are not members to attend meetings and such persons may take part in the discussions but shall not vote.

4.3.6 Minutes of the Council Meetings

- 4.3.6.1 The Secretary to the Council shall keep minutes of each meeting of the Council and shall include such minutes in the agenda of the next meeting of the Council.
- 4.3.6.2 The first act at each ordinary meeting of the Council shall be to read and confirm by the signature of the Chairperson, the minutes of the last preceding ordinary meeting and of any extraordinary or special meetings held subsequently: Provided that an objection to the minutes shall be raised and dealt with before confirmation of the minutes: Provided further that the meeting may consider the minutes as read if a copy thereof has been previously sent to every member of the Council.

4.3.7 Discussion of motions

- 4.3.7.1 No member of the council shall, without the leave of the meeting, speak more than once to a motion or amendment, but the proposer of a motion or amendment shall have the right of reply.
- 4.3.7.2 A motion or amendment thereto shall be seconded and shall, if so directed by the Chairperson, be in writing and no motion or amendment may be withdrawn without the consent of the proposer, the seconder and the meeting.

4.3.8 Voting

- 4.3.8.1 Subject to other provisions in this Statute, all matters shall be resolved by a simple majority of votes of members present and voting.
- 4.3.8.2 The Chairperson shall have a deliberative vote and, in the event of a tie of votes, a casting vote as well.
- 4.3.8.3 A tie in the votes shall mean that a motion is rejected unless the Chairperson declares that he will use his casting vote in favour thereof, in which case the motion shall be adopted: Provided that the Chairperson may also use his casting vote against a motion or may decide not to use his casting vote.
- 4.3.8.4 When a vote is taken on a person or when the Chairperson so rules, voting shall be by ballot paper.
- 4.3.8.5 If members present during any vote on a motion abstain from voting, their abstentions shall be noted if requested.
- 4.3.8.6 If a meeting so decide, the number of members voting for or against a motion, shall be recorded in the minutes, and upon the request of a member, the Chairperson shall direct that the vote of such member be recorded in the minutes.
- 4.3.8.7 If a member of the Council is unable to attend a meeting, his views on any matter on the agenda concerned may be communicated to the meeting in writing but shall not count as a vote by such a member.
- 4.3.8.8 No member of the Council may participate in the discussion of or vote on a matter in which he himself, a family member, business associate or employer has a direct or indirect financial or other material interest unless he first discloses the nature and extent of interest and obtains the permission of the meeting to participate in the discussion or vote on the matter or both: Provided that if a member of Council participates without the Council's permission, in proceedings of the Council in connection with a matter in which the member does have a financial or other material interest, voting by the Council on such a matter shall be invalid.
- 4.3.8.9 Where not less than two-thirds of all the members of the council have reached agreement on a matter referred to them by letter or by telefax by the Chairperson without convening a meeting, and have conveyed their resolve by letter or by telefax, such resolution shall be deemed to be a resolution of the council and shall be recorded in the minutes of the next ordinary meeting.

4.3.9 Ruling by the Chairperson

The ruling of the Chairperson on a question or order or procedure shall be binding, unless immediately challenged by a member, in which event it shall be submitted without discussion to the meeting and the decision of the meeting shall be final.

4.3.10 Drafting, amending or rescinding a statute or rules

- 4.3.10.1 A resolution to draft, amend or rescind a statute or a rule shall be taken by a majority of two-thirds of the members present.
- 4.3.10.2 The drafting, amending or rescinding of a statute or a rule shall be subject to the provisions of sections 11 (3) to (5) and 12 (3) of the Decree.

4.3.11 Emergency meetings of the Council

- 4.3.11.1 An emergency meeting may be called by the Chairperson at any time: Provided that members shall be given not less than twenty-four (24) hours' notice of such a meeting: Provided further that notice may be given in any manner deemed expedient by the Chairperson in the circumstances.
- 4.3.11.2 Members shall be notified of the object of an emergency meeting, and no business other than that of which members have been notified shall be transacted at such meeting.

4.3.12 Number of meetings of the Council

The Chairperson shall convene meetings of the Council on the dates and times as predetermined by the Council: Provided that at least three (3) meetings shall be held during a calendar year.

4.4 Executive Committee of the Council

4.4.1 The Council shall appoint an Executive Committee of the Council consisting of at least the following four (4) members:

4.4.1.1 The Chairperson;

4.4.1.2 the Vice-Chairperson;

4.4.1.3 the Principal;

4.4.1.4 any one other member of the Council.

4.4.2 The Secretary of the Council shall *ex officio* be the Secretary of the Executive Committee of Council.

4.5 Vacancies in Council

4.5.1 If a vacancy occurs in the Council such vacancy shall be filled in the same manner in which the member who previously held the office was appointed or elected.

4.5.2 A person appointed or elected in terms of subparagraph 4.5.1 shall hold office for the unexpired portion of the term of office of his predecessor.

4.6 Membership of Council**4.6.1 Vice-Principal**

The Vice-Principals of the Technikon serving on Council in terms of section 9 (2) (b) of the Decree shall not be more than three (3) at any one time: Provided that where more than three (3) Vice-Principals have been appointed to the staff of the Technikon the three (3) Vice-Principals shall be determined by lot, and the term of office of those selected shall be four (4) years.

4.6.2 Members appointed by the Minister

The four persons contemplated in section 9 (2) (c) of the Decree shall be appointed by the Minister in writing.

4.6.3 Members appointed by the Council in terms of section 9 (2) (j) of the Decree

The number of persons contemplated in section 9 (2) (j) of the Decree shall be not more than ten (10).

4.7 Term of office of members of the Council

A member of the council, other than the principal, vice-principals, and the members elected by the academic, the teaching staff and the non-teaching staff shall hold office for a period of four years: Provided that at the first election and appointment of members of the council in terms of paragraphs (c), (e), (f) and (i) of section 9 (2) of the Decree, half of them decided by lot shall hold office for a period of 2 years: Provided further that the members referred to in paragraphs (d), (g) and (h) of section 9 (2) of the Decree, shall hold office for a period of two (2) years and the member referred to in section 9 (2) (i) of the Decree shall hold office for one (1) year.

5. ACADEMIC BOARD**5.1 Membership**

5.1.1 The members of the Academic Board referred to in paragraphs (a), (b) and (c) of section 13 (1) of the Decree shall consist of—

5.1.1.1 the Principal, who shall be chairman;

5.1.1.2 the Vice-Principals;

5.1.1.3 the Directors of schools;

5.1.1.4 the Associate Directors;

5.1.1.5 the Heads of academic departments;

5.1.1.6 the Technikon Librarian;

5.1.1.7 the Head of Co-operative education;

5.1.1.8 two (2) representatives of the Council not in the employ of the Technikon.

6. CONVOCAATION

The Convocation of the Technikon shall be known as the Convocation of the Transkei Technikon.

7. CONDITIONS OF SERVICE**7.1 Promotion**

The requirements for the promotion of an employee shall be determined by the council and the power to promote an employee vests with the council.

7.2 Transfer

An employee may only be transferred or temporarily seconded from the post in which he is employed to another post in the Technikon with his consent: Provided that a transfer may be made without his consent if he has been found guilty of misconduct or in terms of a ruling imposed under paragraph 7.9: Provided further that a transfer may be made without his consent if the post against which he is employed has been abolished or is redundant.

7.3 Termination of service

Subject to the provisions of this Statute the services of an employee may be terminated by Council—

- (a) on the employee having reached his retirement age;
- (b) on receipt of a written notice of resignation from the employee;
- (c) if the employee absents himself from his official duties for a period exceeding fourteen (14) working days without approved leave;
- (d) if for reasons other than his own unfitness or incapacity, his discharge will promote efficiency or economy of the Technikon;
- (e) on account of continued ill-health;
- (f) on account of unfitness for his duties, or inability to carry them out efficiently;
- (g) owing to the abolition of his post or any reduction in or reorganisation or readjustment of the staff of the Technikon;
- (h) if, in the case of a permanent employee appointed on probation, his appointment is not confirmed; or
- (i) on account of misconduct.

7.4 Termination of service due to retirement age having been reached

- (a) The date of retirement of an employee of a Technikon who is a member of—
 - (i) the academic staff shall be the first day of the calendar term immediately following the calendar term in which he attains the age of 60 years; and
 - (ii) any other group of employees shall be the first day of the calendar month immediately following the calendar month in which he attains the age of 60 years.
- (b) On application by an employee the Council may extend the employment of such an employee after his date of retirement for any period up to the first day of the calendar month immediately following the calendar month in which he attains the age of 65 years.
- (c) A male employee who is appointed before the promulgation of this Statute shall have the right to retain his retiring age of 65 years, in which case he shall be retired on the first day of the calendar month immediately following the month in which he attains the age of 65 years: Provided that such employee may also elect to retire on the first day on any calendar month after the calendar month in which he attains the age of 60 years: Provided further that he shall give Council at least three calendar month's written notification of his intention to retire.

- (d) Council may, notwithstanding anything to the contrary contained in subparagraphs (a), (b) and (c) above, retain the service of a permanent employee beyond the prescribed age of retirement for a further period not exceeding one year at a time.

7.5 Termination of service due to resignation

- (a) An employee of the Technikon may resign from his service by giving written notice of his intentions to the Principal.
- (b) Unless the Council approves otherwise, an employee who is a member of the academic staff shall resign his post only with effect from the day following the end of a calendar quarter or the end of a technikon term, whichever is the later date: Provided that he shall give notice thereof not later than the first day of the technikon term concerned.
- (c) Unless the Council approves otherwise, a permanent employee other than a member of the academic staff shall give at least one calendar month's notice of his intention to resign from his service: Provided that such notice may also be given on the first working day of such calendar month: Provided further that where the first day as well as the following day or days of such calendar month fall on a day of rest or days of rest, such notice may also be given on the first working day immediately following such day of rest or days of rest.
- (d) Unless the Council determines otherwise, the service of a temporary employee may be terminated on 24 hours' notice from either side and such notice may be given at any time during or at the end of a calendar month.

7.6 Termination of service due to absence without leave

A permanent employee who, without approved leave absents himself from his official duties for a period exceeding fourteen (14) days shall be deemed to have been discharged from his employment on account of misconduct with effect from the date immediately following the date on which he was in attendance at his place of duty: Provided that if such employee assumes other employment he shall be deemed to have been discharged as aforesaid notwithstanding that the said period has not yet expired: Provided further that if such employee reports in person for duty at any time after the expiry of the said period, he may, subject to the approval of Council, be reinstated in his former or any post or appointment in the employment of the Technikon on such conditions as Council may determine, and in that event the period of his absence from his official duties shall be deemed to be absence on special leave without pay, or leave on such other conditions as Council may determine.

7.7 Termination of service due to ill health

- (a) An employee himself, or Council on recommendation of an employee's immediate superior and the Principal, may initiate procedures to terminate the services of such employee on grounds of ill health.
- (b) Taking account of the requisites of the employee's pension or provident fund and of any other benefit that may become due if the employee's services are terminated due to ill health, a panel of not less than two medical practitioners nominated by the Council may examine the employee and submit a report to the Council on the said employee's fitness to continue his employment and the expenditure connected with such examination shall be borne by the Council: Provided that the employee may nominate an additional medical practitioner of his choice to the panel.
- (c) The employee's service with the Technikon may be terminated by the Council if the report contemplated in subparagraph (b) indicated that the employee is permanently unfit to perform the services he was appointed to perform and declares that such unfitness was not due to the employee's fault.

7.8 Termination of service due to abolishment of post

The services of an employee may be terminated by the Council due to the abolition of his post, or due to a reduction in or re-organization or re-adjustment of the staff of the Technikon: Provided that it is done in accordance with the Retrenchment Policy and Procedure of the Technikon as approved by the Council after negotiation with the employees and/or employee organisation(s) of the Technikon in terms of the established recognition agreements.

7.9 Termination of service of an employee on probation

- (a) If the services of a permanent employee appointed on probation is unsatisfactory and has not improved sufficiently after counselling or training, Council, on recommendation of the employee's immediate superior and the Principal, may order that an inquiry be held to investigate the charge of inefficiency against the employee.
- (b) If the person holding the inquiry finds that the employee has not performed satisfactory and has not improved sufficiently after counselling and training, he may—
 - (i) recommend the extension of the period of probation to Council; or
 - (ii) in the case of a person who, immediately prior to his probationary transfer or promotion, was a permanent employee of the Technikon, but who was not a probationary permanent employee, recommend to Council that he either be transferred back to his former post or that it places him in a post of equivalent grading and grants him the salary he would have attained in his former post; or
 - (iii) recommend his discharge to Council.

7.10 Termination of service due to misconduct or inefficiency to perform duty

7.10.1 An employee shall be guilty of misconduct if he—

- (1) contravenes or fails to comply with a provision of the Decree or the Statute or a rule relating to the Technikon with which it is his duty to comply;
- (2) does, or causes or permits to be done, or connives at, an act which is prejudicial to the administration, discipline or efficiency of the Technikon.
- (3) disobeys, disregards or makes wilful default in carrying out a lawful order given to him, or by word or conduct displays insubordination;
- (4) is negligent or indolent in the discharge of his duties;
- (5) undertakes, without the permission of council, any private agency or private work in connection with any matter connected with the performance of his official functions or the discharge of his official duties;
- (6) maliciously or without attempting to ascertain the factual situation, publicly comments adversely upon the administration of the Technikon prior to notifying the Principal, in writing, of the matter he wishes to comment on;
- (7) attempts to secure intervention, through any person not in the employ of the Technikon in relation to his position and conditions of employment unless it is done through the approved grievance procedure of the Technikon;
- (8) conducts himself in a disgraceful, improper or unbecoming manner, or, while on duty, is grossly discourteous to any person;
- (9) uses intoxicants or stupefying drugs excessively, or, while he is or should be on duty, is under the influence of intoxicants or stupefying drugs to an extent which is prejudicial to the Technikon or to the efficient performance of his duties, unless it is proved that it is not due to any improper conduct or action on his part;
- (10) discloses, otherwise than in the discharge of his official duties, information gathered or obtained by him through his employment at the Technikon, or uses such information for any purpose other than for the discharge of his official duties, whether or not he discloses such information: Provided that an employee of the Technikon may publish, with or without remuneration, articles in any journal on any matter relating to his duties in the Technikon: Provided further that such article was approved by the Principal or his nominee;

- (11) accepts or demands in respect of the discharge of or the failure to discharge his duties any commission, fee or other reward, not being the emoluments payable to him in respect of his duties, or fails to report to council the offer of any such commission, fee or reward;
- (12) misappropriates, or destroys, or damages or improperly uses any property of the Technikon or fails to take proper care of such property under his supervision;
- (13) commits an offence;
- (14) becomes pecuniarily embarrassed, unless it is shown that his pecuniary embarrassment has not been occasioned by imprudence or another reprehensible cause, and is not prejudicial the faithful performance of his duties;
- (15) absents himself from the Technikon or his duties without leave unless he can prove a valid cause for his absence;
- (16) with a view to obtaining any privilege or advantage, in relation to his official position or his duties, or the causing of any prejudice or injury to the Technikon or educational service or a member of such service, makes a false or incorrect statement, knowing it to be false or incorrect.

7.11

Procedure in case of misconduct

- (1) If any employee is accused of misconduct, an employee appointed by the Council or the executive committee of the Council, shall, as prosecutor, charge him in writing with that misconduct: Provided that such prosecutor shall be higher in rank than the accused.
- (2) The charge of misconduct shall be served upon the accused by causing it to be delivered or sent by registered letter to him, or be left at his place of residence or last known place of residence and the charge shall be accompanied by a request that the accused, within 7 days after the charge has been served upon him, submit to the Principal a written admission or denial of the charge and, should he prefer, a written explanation in connection with the charge.
- (3) The prosecutor may, at any time, withdraw a charge of misconduct.
- (4) The accused shall have the following rights regarding the charge of misconduct against him—
 - (a) the right to be told and given in writing the nature of the alleged offence;
 - (b) the right to be given adequate notice to prepare his defence prior to the inquiry and to an extension of the date set for the inquiry if he can show reasonable cause therefore;
 - (c) the right to representation;
 - (d) the right to have an interpreter to interpret proceedings in his mother tongue;
 - (e) the right to call witnesses and to cross-examine witnesses;
 - (f) the right to inspect any document produced in evidence;
 - (g) the right to state a case in defence;
 - (h) the right to a finding;
 - (i) the right to have any previous disciplinary record considered only after having been found guilty;
 - (j) the right to present mitigating circumstances before a sentence is decided on;
 - (k) the right to appeal; and
 - (l) the right not to be victimised as a result of any statements or allegation or actions taken during an inquiry or on the grounds of membership of any organisation or union.
- (5) If the accused admits the charge he shall be deemed to have been convicted of the misconduct with which he was charged on the date on which the Principal received the admission.

- (6) If the accused denies the charge or fails to comply with the request referred to in subparagraph (2), the Council shall appoint a person referred to in subparagraph (7) to hold an inquiry.
- (7) A person appointed in terms of subparagraph (6) (hereinafter referred to as the presiding officer) shall preside over the procedures during the inquiry: Provided that at the request of the presiding officer no more than two assessors may be appointed by the Council to assist the presiding officer in the execution of his duties.
- (8) The Council, or the Principal if so authorised by the Council, may suspend from duty on full salary any accused whether or not such person has been charged.
- (9) If no charge under subparagraph (1) is preferred against a person who has been so suspended from duty, he shall be allowed to reassume duty as soon as practicable.
- (10)
 - (a) The presiding officer shall, after consultation with the accused and prosecutor, determine the place, date and time of the inquiry and shall give reasonable notice thereof to all whose presence is required: Provided that the presiding officer, may postpone the inquiry on good cause shown.
 - (b) The inquiry shall be conducted in such a manner that it meets the fair procedural requirements established by the industrial court.
 - (c) The presiding officer shall base his findings of guilty or not guilty on a balance of probabilities.
- (11) The prosecutor shall attend the inquiry and adduce evidence and arguments in support of the charge and may cross-examine any person called as a witness for the defence.
- (12) The failure of the accused to be present, either personally or through a representative, at the inquiry without any valid reasons shall not invalidate the proceedings, and the inquiry shall then be heard in *absentia* and the documentation shall reflect this.
- (13) The presiding officer shall keep a record of the proceedings including all evidence given and all documents admitted at the inquiry.
- (14) The accused shall have the right to demand copies of any document in the possession of the employer which might assist him in his defence, and he shall also have the right to demand that the employer produce such documents at the inquiry.
- (15)
 - (a) The presiding officer shall, after evidence has been given and the case argued, find the accused guilty or not guilty of the misconduct with which he was charged.
 - (b) If the verdict is one of guilty, the accused shall be given an opportunity to lead evidence in mitigation.
 - (c) If the presiding officer finds the accused guilty as contemplated in subparagraph (a), the presiding officer shall submit to the Principal—
 - (i) the record of the proceedings referred to in subparagraph (13);
 - (ii) a written exposition of the finding of the presiding officer and the reasons therefore;
 - (iii) any aggravating or mitigating circumstances the presiding officer may have found; and
 - (iv) the recommendation of the presiding officer in relation to the sentence which should be imposed.
- (16) If the accused is found not guilty of the misconduct with which he was charged and he was suspended from duty he shall be allowed to resume duty as soon as practicable.

- (17) If the accused is found guilty of misconduct, the Principal may having regard to the documents referred to in subparagraph (15) (c) —
- (a) caution and reprimand him;
 - (b) issue him with a warning or final warning that a recurrence of the misconduct will result in summary dismissal;
 - (c) suspend him without pay for a specified period, with his consent and as an alternative to dismissal;
 - (d) discharge him;
 - (e) order that he submit himself to medical treatment, psychological or psychiatric counselling or treatment for alcohol or drug abuse;
 - (f) transfer him to some other post in the Technikon; or
 - (g) reduce his rank:

Provided that, except for subparagraph (d), more than one of the sentences indicated above may be imposed.

- (18) The fact that an accused has been convicted or acquitted by a court of law of the commission of an offence shall not preclude the taking of any steps in terms of this paragraph against such person.
- (19) If an accused is discharged under subparagraph (17), the discharge shall take effect on a date fixed by the Council.
- (20) If an employee who has been suspended or charged with misconduct in terms of this paragraph resigns from the employment of the Technikon or assumes other employment before the appropriate charge of misconduct has been disposed of, such employee shall be deemed to have been discharged on account of misconduct with effect from a date fixed by the Council, unless before the receipt of his notification of resignation or his assumption of other employment, he was notified that he would not be charged with misconduct or, as the case may be, that the charge of misconduct against him has been withdrawn.
- (21) An employee who is aggrieved by his conviction or sentence may lodge an appeal with seven (7) days of the day on which he received notice of his conviction and sentence to the Council against the conviction or sentence or both.
- (22) The appeal contemplated in subparagraph (21) shall be lodged in writing with the secretary of the Council setting out fully the grounds on which the appeal is based.
- (23) The appeal contemplated in subparagraph (21) shall be heard as soon as possible by a person appointed for this purpose by the Council.
- (24) The person referred to in subparagraph (23) may after consideration of the documents relating to the appeal, uphold or dismiss the appeal.
- (25) The cost regarding the appeal shall be borne by the Technikon.

7.12

Investigation into a charge of inefficiency or incompetence

- (1) If an employee is accused that he is incompetent or incapable of performing the duties attached to his post, the Principal may designate a person as investigating officer in writing to conduct an inquiry into the matter and to collect evidence in order to determine whether there are grounds for an inquiry with regard to incompetence or incapacity and to furnish the Principal with a report in this regard.
- (2) After receipt of the report referred to in subparagraph (1) the Principal may —
- (a) direct that no steps be taken against the employee concerned;
 - (b) direct that the employee concerned receive appropriate counselling or undergo corrective and training programmes; or
 - (c) direct that the employee concerned be charged with incompetence or incapacity in which case the provisions of paragraph 7.11 [excluding subparagraph (17)] shall *mutatis mutandis* be applicable.

- (3) If the employee concerned is found to be incompetent or incapable of performing the duties attached to his post, the Principal may direct—
- (a) that the employee concerned be transferred to another post in the Technikon;
 - (b) that his salary or rank, or his salary as well as his rank be reduced to the extent determined by the Principal;
 - (c) that action be taken against him in terms of subparagraph (a) as well as subparagraph (b); or
 - (d) that he be discharged from his service with effect from a date determined by the Principal.

7.13 Termination of service: Notice period and termination date salary

7.13.1 Unless the Council in an exceptional case approves otherwise, an employee who is a member of the academic staff, shall resign his post only with effect from the date following the end of a calendar quarter or the end of the corresponding technikon term, whichever may be the later date: Provided that he shall give notice thereof not later than the first day of the technikon term concerned.

7.13.2 If a member of the academic staff resigns or is, discharged for any reason other than misconduct—

- (a) at any time during a technikon term, he shall be paid a salary up to and including the last day on which he actually rendered service;
- (b) with effect from the day immediately following the last day of the technikon term, he shall be paid a salary up to and including the last day of the calendar month in which such technikon term ended: Provided that if such technikon term ends within the same calendar month as the month in which the next technikon term commences, he shall be paid a salary up to and including the last day of the technikon term in which his services so terminate:

Provided further that a member of the academic staff who is discharged in terms of paragraph 7.3 shall receive at least a technikon term's notice of his discharge: Provided further that should the last technikon term end during November of a calendar year, he shall be remunerated up to and including the last day of the calendar year concerned.

- 7.13.3 (a) Unless otherwise provided in the terms of his appointment, or Council in an exceptional case approves otherwise, a permanent employee who is a member of the non-academic staff, shall give at least one calendar month's notice of his intention to resign his post: Provided that such notice may also be given on the first working day of such calendar month: Provided further that where the first day or days of such calendar month fall(s) on a day of rest, such notices may also be given on the first working day immediately following such day of rest or days of rest.
- (b) If such employee so gives notice he shall be paid for the full calendar month, irrespective of whether it ends on a day of rest or on a day during which instruction is suspended, provided that he remains in service up to and including the last day he is required to serve in such calendar month.

7.13.4 If notice of resignation shorter than a calendar month is accepted in the case of an employee who is a member of the non-academic staff he shall be paid up to and including the last day on which he actually rendered service.

7.13.5 If a permanent employee who is a member of the non-academic staff is discharged for a reason referred to in paragraph 7.3 he shall receive at least one calendar month's notice of discharge: Provided that such notice may also be given on the first day of such calendar month: Provided further that where the first day or the first day as well as the following day or days of such calendar month fall(s) on a day of rest or days of rest, such notice may also be given on the first working day immediately following such day of rest or days of rest.

- 7.13.6 (a) Unless his contract of employment determines otherwise, the service of a full-time temporary or part-time employee may be terminated on 24 hours' notice from either side and such notice may be given at any time during or at the end of a calendar month.
- (b) If such temporary employee gives notice as indicated in subparagraph (a) above, he shall be paid until the end of such calendar month irrespective of whether it ends on a day of rest or on a day during which instruction is suspended, provided that he remains in service up to the last day he is required to serve in such calendar month.

No. 13

13 January 1995

UYILO LOMMISELO**(STATUTE) WETECHNIKON YASETRANSKEI
UMMISELO WETECHNIKON YASETRANSKEI**

Ibhunga le Technikon yaseTranskei, ngemvume yomphathiswa wemfundo phantsi komthetho we - 10(i) wemithetho ka - 1994 liyile le mimiselo elandelayo:

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- 2.3 Ukushenxa kolawulo
- 2.4 Unyulo

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- 7.4 Ukunqunyanyiswa kwenkonzo yomsebenzi ngenxa yokuba ufikelele kwikhefu lomhlaba-phantsi
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- 7.6 Ukunqunyanyiswa kwenkonzo yomsebenzi ngenxa yokungaphangeli, ngaphandle kwemvume
- 7.7 Ukunqunyanyiswa kwenkonzo yomsebenzi ngenxa yokugula
- 7.8 Ukunqunyanyiswa kwenkonzo yomsebenzi ngenxa yokuphela komsebenzi
- 7.9 Ukunqunyanyiswa kwenkonzo yomsebenzi kumsebenzi osephantsi koqeqesho/kokulingwa
- 7.10 Ukunqunyanyiswa kwenkonzo yomsebenzi ngenxa yokungakwazi ukuziphatha nokungasebenzi ngokwanelisayo
- 7.11 Umgaqo ngokunzulumene nokungakwazi ukuziphatha
- 7.12 Uphando ngesityholo sokungakwazi ukuziphatha nokungasebenzi ngokusemgangathweni
- 7.13 Ithuba elivumelekileyo lokwaziswa ngokunzulumene nentlawulo yokugqibela kophelelwa ngumsebenzi

1. IINGCACISO

- 1.1 Kulo mmiselo naziphi na iibono ezinikwe intsingiselo ngummiselo weTechnikon ka - 1994, ziya kuba nentsingiselo enye ngaphandle kokuba iimeko zitshintshile—

“inyanga ngokwekhalenda” ithetha ixesha ukusuka kumhla wokuqala kuye kowokugqibela, zonke ezo ntsuku zayo nayiphi na inyanga kwezo zili-12 zonyaka zidityaniswe;

“umjikele” uthetha isithuba seminyaka emithathu ngokwekhalenda kumbalelwa ukususela kumhla wokuqala kuJanyuware ka - 1983 ngokwesithathu seminyaka elandelayo;

“usuku lokuphumla” luthetha—

- (i) iCawa okanye iholide kawonke-wonke kwabo baqeshwa bangaphangeliyo ngolu suku.
- (ii) Olunye usuku aye akhululwe ngalo umsebenzi ngokubhekiselele kumsebenzi osebenza ngeCawe okanye ngeholidi kawonke-wonke;

“Ummiselo” uthetha ummiselo weTechnikon, ka - 1994;

“umnikeli” uthetha naliphi na iqumrhu okanye umntu onikela ngemali eziinkozo okanye naluphi na olunye uhlobo olungekho ngaphantsi kwe - R5 000 kwiTechnikon, okanye lowo uthembise ukunikela ngesixa - mali esingekho ngaphantsi kwe-R5 000 kwiTechnikon, ngezawenge ezisisigxina kwisithuba esingekho ngaphezulu kweminyaka emine nongekho semva ngentlawulo yezawenge zakhe;

“umntu onesidanga semfundo” ngumntu othe wathweswa isiDanga okanye iDiploma yiTechnikon okanye iYunivesithi;

“umsebenzi” kuthethwa umntu osebenza isigxina okanye ixeshana, kumsebenzi osisigxina okanye owexeshana eTechnikon, oku kuquka nenqununu.

“umsebenzi osisigxina” kuthethwa umntu oqeshwe isigxina eTechnikon libhunga okanye othathwa ngokuba uqeshwe isigxina eTechnikon libhunga okanye othathwa ngokuba uqeshwe isigxina eTechnikon libhunga, okanye othathwa ngokuba uqeshwe isigxina nangona eqeshwe—

- (i) ngokomlingwa;
- (ii) kwisithuba esimiselwe umntu okudidi olungentla okanye ngezantsi kunolwakhe okanye;
- (iii) kwisithuba esongezelelweyo ngokwezithuba ezimiselweyo zeTechnikon;

“umvuzo” kuthethwa umvuzo okanye intlawulo ehlawulwa umsebenzi logama angumsebenzi eTechnikon kudifanyiswa neemali ezongezelelweyo namalungelo afunyanwayo ngaphezy komvuzo;

"umyuso lwemivuzo" kuthethwa imali ekuvunyelwene ngayo ekunokuthi ngayo umyuswe umvuzo ngokodidi akulo umsebenzi;

"Technikon" ubhekisa kwiTechnikon yaseTranskei;

"tholide yeTechnikon" kuthethwa isithuba esiphakathi kweeholide ezimbini ezilandelelanayo zaseTechnikoni.

1.2 Ukuba ikhoram okanye isininzi esifunekayo sevoti ebaliweyo kuyenzeka okokuba isiphumo sayo singabi linani elifunekayo, inani elikhulu elilandelayo liya kuba yikhoram okanye isininzi esifunekayo sevoti.

1.3 Isaziso esifanelekileyo siyakuthathwa ngokuba sinikiwe, xa isaziso esibhaliweyo sithunyelwe kwidilesi yokugqibela eyaziwayo yomntu lowo ngexesha lokukhutshwa kwesaziso.

2. INGQONYELA

2.1 Amagunya, amalungelo nemisebenzi

2.1.1 Ingqonyela ngumlawuli ngegama weTechnikon kwaye uya kunika zonke iziqinisekiso, iidiploma neziqinisekiso egameni leTechnikon.

2.1.2 Ingqonyela, ngokugunyaziswa yibhodi, iya kuchophela onke amatheko asemthethweni aseTechnikon.

2.2 Ixesha lolawulo

Ingqonyela iya, kuhlala kwisikhundla sayo iminyaka emine, kodwa inalo ilungelo lokunylwa kwakhona.

2.3 Ukushenxa kulawulo

2.3.1 Ingqonyela iya kuba iyashenxa esikhundleni sayo xa ithe yabhala ileta yayithumela kunobhala webhunga ixela ukuba iyayeka njengengqonyela.

2.3.2 Ingqonyela ingasuswa esikhundleni sisigqibo se - 2/3 okanye ngaphezulu ngamalungu ebhunga ngenxa yokoyiswa kukwenza umsebenzii omiselweyo okanye nasiphi na isiza-thu eliya kuthi iBhunga lifumanise ukuba sifanelekile.

2.4 Ulonyulo

2.4.1 Usihlalo weBhunga uya kugqiba ngosuku ekuya kubanjwa ngalo intlanganisano yeBhunga yokonyula ingqonyela xa isithuba sengqonyela sivulekile.

2.4.2 Unobhala weBhunga uya kuthumela isaziso kwilungu ngalinye leBhunga esazisa nge-intlanganisano, emema amalungu eBhunga ukuba angenise amagama ekuza kunylwa kuwo kwisikhundla sobungqonyela.

2.4.3 Akukho mntu uya konyulelwa kwisikhundla sobungqonyela ngaphandle kokuba uthe wakhethwa, waza wabhala ukuba uyvauma, ekhethwe ngamalungu amabini ubuncinane ebhunga elo, ize ezo ziphakamiso zithunyelwe kunobhala webhunga malunga neentsuku ezingama - 21 phambi kwentlanganisano ekuthethwa ngayo kumhlathi 2.4.1.

2.4.4 Unobhala weBhunga kwakamsinyane emva kosuku lokuvalwa kokhetho, uya kubhala esazisa ilungu ngalinye leBhunga ngokhetho olo.

2.4.5 Ingqonyela iya kunylwa linani eliyi - 2/3 nangaphezulu lesinzi sawo onke amalungu eBhunga aya kuba ekho entlanganisweni.

2.4.6 Unyulo lwengqonyela luya kwenziwa ngokusesikweni.

2.4.7 Ilungu ngalinye leBhunga liya kuvota kube kanye kwisigaba ngasinye sokuvota, kuxhokeke ekubeni kuya kubakho izigaba eziliqela zokuvota xa kwabazigqatsileyo kungafumaneki i - 2/3 yesininzi okanye ngaphezulu kugqatso lokuqala.

2.4.8 Kumjikelo ngamnye wovoto ngokokulandelelana kwayo, ozigqatsileyo othe wafumana abona baxhasi bambalwa kwisigaba esingaphambili sovota, uya kusuwa njengozigqatsileyo.

2.4.9 Emva kokuba iBhunga linyule ingqonyela, igama laloo ngqonyela liya kwaziswa ngusihlalo webhodi.

3. INQUNUNU**3.1 Amagunya, amalungelo nemisebenzi**

3.1.1 Inqununu njengomlawuli owongameleyo weTechnikon nanjengosihlalo weBhodi yabamfundo iphakamileyo, uya kulawula iTechnikon ngokubanzi

3.1.2 Xa ingqonyela ingekho, inqununu njengesekela-ngqonyela iya kulawula ngamagunya esihlalo sobuNgqonyela.

3.1.3 Inqununu ngenxa yesikhundla sayo iya kuba lilungu lazo zonke iikomiti zeBhunga, iBhodi yabamfundo iphakamileyo kwakunye nentlanganisela yeekomiti zeBhodi kunye neBhodi yemfundo ephakamileyo.

3.2 Inqununu ebambeleyo

3.2.1 Inqununu nanini na xa ibona kufanelekile, nasemva kokucebisana nosihlalo weBhunga iya kunyula ummeli endaweni yakhe ngexesha angekhoyo ngalo.

3.2.2 Ukuba inqununu ayinakho ukusebenza, inganyulwanga nommeli ngokwesiqendu:

3.2.2.1 Ikomiti yolawulo yeBhunga iya kunyula umntu endaweni yenqununu oya kusebenza ngelo xesha inqununu iza kuba ingekho, kwaye loo mntu ubambeleyo uya kuba namagunya, amalungelo nemisebenzi yenqununu.

3.3 Ithuba lolawulo

Inqununu iya kuba sesihlalweni ngokwexesha eliya kuthi limiselwe liBhunga elingayi kugqitha kwixesha lomhlala phantsi elimiselweyo labafundisi-ntsapho beTechnikon, loo nto ixhomekeke ekubeni iBhunga linakho ukulandisa ixesha lengqesho ngaphezu kwaloo minyaka imiselweyo yomhlala-phantsi, lingadluli kwiminyaka emihlanu.

3.4 Unyulo nengqesho

3.4.1 Unobhala weBhunga uya kuthi kwisithuba esimalunga neenyanga ezintandathu phambi kokuba ixesha lolawulo lwenqununu liphele okanye, nje ukuba sivuleke isithuba sobunqununu ngesizathu esingesiso esokuphela kwexesha lakhe esihlalweni, azise iBhunga ngesithuba eso, okaye ngokuphela kwexesha lolawulo lwalowo ubesihlalweni.

3.4.2 Ikomiti yethutyana iya kunyulwa liBhunga ngeenjongo zoku thetha/zokunyula inqununu entsha nokuyimisela kwiBhodi.

3.4.2.1 Le komiti yethutyana ayisayi kuba namalungu angaphezulu kwesithoba (9) nanga-phantsi kwesihlanu (5), loo nto ixhomekeke ekubeni abo bazigqatsileyo kweso sithuba abayi kuba ngamalungu ekomiti yethutyana.

3.4.2.2 Ubulungu bekomiti yethutyana buya kuxhomekeka kwiimbono zeBhunga

3.4.3 Unobhala weBhunga ngenxa yesikhundla sakhe, uya kuba ngunobhala wekomiti yethutyana osekwe kwisiqendwana 3.4.2.

3.4.4 Unobhala weBhunga ngokuyalelwa yikomiti, uya kubhengeza isithuba sobunqununu kumaphepha-ndaba esizwe, aze kwakamsinya emva kosuku lokugqibela lwesibhengezo, abize itlanganiso yekomiti yethutyana, ukwenza isigqibo ngoluhlu oluncitshisiweyo kwabazigqatsile isithuba sobunqununu, benze amalungiselelo odliwano-ndlebe lwabakuluhlu lwabancitshisiweyo abazigqatsileyo.

3.4.5 Ikomiti yethutyana, iya kuthi emva kodliwano-ndlebe noluhlu oluncitshisiweyo lwabazigqatsileyo, ikhethe abe mnye kubo, iye negama lakhe kwintlanganiso ye Bhunga, ukuze aqeshelwe isithuba sobunqununu. Oku kuxhomekeke ekubeni onke amangama abo bonke abebazigqatsile kuya kuyiwa nawo kule ntlanganiso yeBhunga.

3.4.6 Ibhunga liya kuvota lisebenzisa iphepha lasekhusini lokuvota, bevotela lo mntu ukhethiweyo kwabazigqatsile ubunqununu, kwaye abantu abalinani eli yi - 2/3 isininzi iya kuba ngabo abaphumelelisa isindululo.

3.4.7 Ukuba ophumeleleyo akafumananga inani eliyi-2/3 sesininzi sevoti, iBhunga liya kuvota ngaphepha lasekhusini lokuvota kuluhlu oluncitshisiweyo lwabo bazigqatsileyo.

3.4.8 Ukuba akukho namnye kwabazigqatsileyo ofumana isininzi seevotii esiyi-2/3, kuya kuthi kuvotwe imijikelo ngemjikelo ngokulandelelanayo.

3.4.9 Kumjikelo ngamnye wovoto umgqatswa ofumene elona nani lisezantsi leevoti uya kukhutshelwa ngaphandle koluhlu.

3.4.10 Ophumelelyo kwabo bazigqatsleyo uya kwaziswa nge leta ngempumelelo yakhe ngusihlalo weBhunga.

3.5 Isithuba

Ukuba isikhundla senqununu asinamntu nangasiphi na isizathu, unobhala webhunga uya kwenza njengoko kuchaziwe kwisiqendwana.

4. IBHUNGA

4.1 Usihlalo nesekele-sihlalo

4.1.1 Amalungu eBhunga aya kuthi kwintlanganiso yokuqala yeBhunga nasemva koko xa kufanelekile, anyule phakathi kwawo usihlalo nesekele-sihlalo, abaya kuthi emnye kubo abekweso sikhundla isithuba seminyaka emibini okanye ngokwelo xeshana lifutshane aya kuba elilungu leBhunga ngalo.

4.1.1.1 Amangama abantu abakhethelwe isikhundla sokuba ngusihlalo okanye isekele-sihlalo aya kunikezelwa ebhaliwe kunobhala weBhunga. Loo nto ixhomekeke ekubeni abasebenzi base Technikon abayi kukhethwa.

4.1.1.3 Ukuba kwisikhundla ngasinye konyulwe ngaphezu kwelungu elinye, kuya kuvotwa ngokusekhusini.

4.1.1.4 Ozigqatsileyo angonyulwa njengosihlalo okaye isekela-sihlalo kuphela ngenani eliyi -2/3 okanye ngaphezulu kwisininzi samalungu akhoyo kwintlanganiso yeBhunga

4.1.1.5 Ilungu ngalinye leBhunga liya kuvota kube kanye kuvoto ngalinye xa kunokuthi kubekho uthotho lweevoti kungekho ozigqatsileyo ofumana inani eliyi - 2/3 kwisininzi kuvoto lokuqala.

4.1.1.6 Kumjikelo ngamnye wovoto ngokulandelelana kwayo, ozigqatsileyo othe wafumana eyona nkxaso incinane kuvoto olungaphambili, uya kukhutshwa elugqatsweni.

4.1.2 Ngalo lonke ixesha kuvela isithuba sika-sihlalo okanye usekela-sihlalo kuya kuqhutywa njengoko kuchaziwe kwimihlathi 4.1.1.1 no 4.1.1.6.

4.1.3 Onyuliweyo ngokwesiqendu 4.1.2 uya kugqibezela isithuba sexesha salowo unyulelwe endaweni yakhe.

4.2 Unobhala

4.2.1 Isekela nqununu(ulawulo) liya kusebenza njengonobhala weBhunga kwanobhala wazo zonke iikomiti neekomiti ezidibeneyo zeBhunga xa inqununu inokuyalela nliphi na ilungu lolawulo ukuba lincediswe unobhala okanye libambe kwisikhundla sobunobhala.

4.2.2 Unobhala uya kuchophela unyulo kuzo zonke iintlanganiso zeBhunga.

4.2.3 Unobhala uya kubakho kuzo zonke iintlanganiso zeBhunga, kwaye uya kuthathwa njengolungu leBhunga ngokommiselo. Loo nto ixhomekeke ekubeni xa unobhala engasililo ilungu leBhunga uya kuthatha inxaxheba kwiingxoxo kodwa angavoti.

4.3 Iintlanganiso

4.3.1 Isiqingatha senani lamalungu ebhunga kunye nelungu elinye ngaphezulu siya kuba yikhoram yentlanganiso yebhunga.

4.3.2 Unobhala weBhunga uya kuthi kwiintsuku ezilishumi ubuncinane phambi kosuku olo lwentlanganiso athumele isaziso esibhaliweyo kwilungu ngalinye lebhunga, echaza ngokuzeleyo umcimbi ekuza kuxoxwa ngawo, kunye nexesha nendawo yaloo ntlanganiso.

4.3.3 Isaziso somcimbi ilungu elinqwenela ukuba uxoxwe entlanganisweni, siya kubhalwa sithunyelwe kunobhala iintsuku ezili - 15 ubuncinane phambi kosuku lwentlanganiso, xa ilungu linokuthi ngokuvumelana kwenani labantu abayi - 2/3 ubuncinane kumalungu akhoyo, lenze isindululo esikhawulezileyo ngaphandle kwesaziso esingaphambili.

- 4.3.4 Intlanganiso yesikhawu okanye engaqhelekanga yebhunga ingabizwa ngusihlalo webhunga nanini na xa ebona kufanelekile, kwaye iya kubizwa nguye ngesimemo esibhaliweyo xa eceliwe ngamalungu amahlanu ukuba enze oko, injongo yaloo ntlanganiso icacisiwe kweso simemo.
- 4.3.4.1 Akukho mcimbi ungomnye ngaphandle kwaloo ntlanganiso ibibizelwe wona uya kuthi uxoxwe kuloo ntlanganiso ngaphandle kokuba intlanganiso iyavumelana ngenxa yesindululo esingaphikiswayo.
- 4.3.5 Ibhunga lingabamema abantu abangengawo amalungu okokuba beze ezintlanganisweni xa abo bantu baza kuthabatha inxaxheba kwezo ngxoxo kodwa bangavoti.
- 4.3.6 **Imizuzu yeentlanganiso zeBhunga**
- 4.3.6.1 Unobhala webhunga uya kugcina imizuzu yentlanganiso nganye yebhunga, kwaye loo mizuzu uya kuyifaka kwisicwangciso nkqubo sentlanganiso yebhunga elandelayo.
- 4.3.6.2 Inyathelo lokuqala lentlanganiso nganye lesiqhelo iya kuba kukufunda nokungqina imizuzu yentlanganiso engaphambili yesiqhelo, nayo nayiphi na enye intlanganiso yesikhawu ethe yabanjwa emva koko ngokuthi usihlalo enze intsayino-gama: xa kunokuthi ukuphikiswa nokwamkelwa kwemizuzu kwenzeké ngaphambi koko. Oku kuxhomekeke nasekubeni intlanganiso ingayithatha ngokuba imizuzu ifundiwe ukuba imizuzu leyo ibithunyelwe ngaphambili kwilungu ngalinye leBhunga.
- 4.3.7 **Ingxoxo ngezindululo**
- 4.3.7.1 Akukho lungu lebhunga eliya kuthi ngaphandle kwemvume yentlanganiso lithethe ngaphezu kwesihlandlo esinye kwisindululo okanye isilungiso, kodwa umphakamisi wesindululo okanye isilungiso uya kuba nalo ilungelo lokuphendula.
- 4.3.7.2 Isindululo okanye isilungiso esenziwenyo siya kuxhaswa kwaye ngokwemvume kasihlalo siya kuba sibhaliwe, kwaye akukho sindululo okanye silungiso sinokurhoxiswa ngaphandle kwemvume yomphakamisi waso nomxhasi nentlanganiso.
- 4.3.8 **Uvoto**
- 4.3.8.1 Ngokuxhomekeke kwiimfuneko ezizezinye kulo Mmiselo, yonke imicimbi iya kugqitywa luninzi lweevoti lwamalungu akhoyo navotayo.
- 4.3.8.2 Usihlalo uya kuvota ngokuqhelekileyo, ze kuthi apho kubambene khona iivoti, usihlalo ongeze ngeyakhe ivoti.
- 4.3.8.3 Ukulingana kwevoti kuthetha ukuba isindululo sichasiwe ngaphandle kokuba usihlalo wongeza ngeyakhe ivoti kwelo cala ahambisana nalo, nto ke leyo eya kwenza ukuba isindululo samkelwe: xa usihlalo anokuthi asebenzise loo voti yakhe ukuphikisa isindulo okanye agqibe ukuba angayisebenzisi ivoti leyo yakhe yokongeza.
- 4.3.8.4 Xa kuvotelwa umntu okanye usihlalo esithi makuvotelwe umntu, kuya kuvotwa ngephepha lokuvota.
- 4.3.8.5 Xa amalungu akhoyo ngexesha lokuvotela isindululo ezikhwebule ekuvoteni, ukuzikhwebula kwabo kuya kubhalwa phantsi (ukuba bacele kanjalo).
- 4.3.8.6 Ukuba intlanganiso igqiba kanjalo, imani lamalungu axhasa okanye achasa isindululo eso liya kubhalwa kwimizuzu, kwaye ngokwesicelo selungu usihlalo uya kuyalela ukuba ivoti yelo lungu ibhalwe kwimizuzu.
- 4.3.8.7 Ukuba ilungu lebhunga alinakho ukuya entlanganisweni, izimvo zakhe kuwo nawuphi na umcimbi okusicwangciso eso zingathunyelwa entlanganisweni zibhaliwe, kodwa aziyi kuthathwa njengevoti yelo lungu.
- 4.3.8.8 Akukho lungu lebhunga linokuthabatha inxaxheba kwingxoxo okanye livote kumcimbi apho lona okanye ilungu losapho lwalo, iqabane loshishino okanye umqeshi wakhe neenjongo zenzuzo okanye naluphi na uhlobo lomdla ngaphandle kokuba uqale wayazisa loo njongo, afumane imvume kwintlanganiso ukuba athathe inxaxheba kuloo ngxoxo okanye avote kuloo mcimbi okanye zombini ezo. Xa ilungu lebhunga lithatha inxaxheba ngaphandle kwemvume yebhunga kwiingxoxo zebhunga ezinxulumene nomcimbi apho ilungu lijonge inzuzo okanye nawuphi na umdla, ivoti yebhunga kuloo mcimbi iya kuthathwa njengengekhoyo.

- 4.3.8.9 Apho amalungu angekho ngaphantsi kwe - 2/3 yamalungu ebhunga athe enza isigqibo ngomcimbi othunyelwe kuwo ngeleta okanye ngethelefeksi ngusihlalo engabizanga ntlanganiso, abe ethumele isigqibo sawo ngeleta okanye ithele-feksi, eso sigqibo siya kufana nesigqibo sebhunga, saye siya kubhalwa kwimizuzu yentlanganiso yesiqhelo elandelayo.
- 4.3.9 **Isigqibo sikasihlalo**
Isigqibo sikasihlalo kumcimbi okanye umyalelo okanye inkqubo, siya kubophelela ngaphandle kokuba sikhawuleze saphikiswa lilungu, apho ke siya kungeniswa ngaphandle kwengxoxo, kwaye isigqibo saloo ntlanganiso asinakuphikiswa.
- 4.3.10 **Ukuyila, ukulungisa okanye ukurhoxisa ummiselo okanye imithetho**
- 4.3.10.1 Isigqibo sokuyila ukulungisa okanye ukurhoxisa uMmiselo okanye umthetho siya kwenziwa sisininzi se - 2/3 yamalungu akhoyo.
- 4.3.10.2 Uyilo, ulwandiso okanye urhoxiso loMmiselo okanye umthetho luya kuxhomekeka ngokweemfuno zemithetho ye - 11 (3) ukuya ku - 5 (9) no 12 (3) woMmiselo.
- 4.3.11 **Iintlanganiso zesikhawu zebhunga**
- 4.3.11.1 Iintlanganiso yesikhawu ingabizwa ngusihlalo nangaliphi na ixesha, xa amalungu eza kwaziswa kwisithuba esingekho ngaphantsi kweeyure ezingama - 24; Loo nto ke ixhomekeke ekubeni isaziso siya kukhutshwa nangaluphi na uhlobo olufanelekileyo phantsi kwezo meko.
- 4.3.11.2 Amalungu aya kwaziswa ngenjongo yentlanganiso yesikhawu, kwaye akukho mcimbi ungomnye ngaphandle kwalowo amalungu athe aziswa ngawo uya kuxoxwa kuloo ntlanganiso.
- 4.3.12 **Inani leentlanganiso zebhunga**
Usihlalo uya kubiza iintlanganiso zebhunga ngemihla namaxesha agqitywe libhunga, kuxhomekeke ekubeni ubuncinane ziya kuba ntathu iintlanganiso eziya kubakho ngomnyaka omnye.
- 4.4 **Ikomiti elawulayo yebhunga**
- 4.4.1 Ibhunga liya kunyula ikomiti elawulayo yebhunga eya kuba ingamalungu amane ubuncinane angala:
- 4.4.1.1 Usihlalo;
- 4.4.1.2 Isekela-sihlalo;
- 4.4.1.3 inqununu;
- 4.4.1.4 naliphi na elinye ilungu lebhunga.
- 4.4.2 Unobhala webhunga uya kuba ngunobhala wekomiti elawulayo yebhunga ngokwesikhundla sakhe.
- 4.5 **Izithuba kwiBhunga**
- 4.5.1 Ukuba kuthe kwavela isithuba kwiBhunga, eso sithuba siya kuzaliswa ngokwendlela esasizaliswe ngayo eselungu elo langaphambili.
- 4.5.2 Othe wonylwa okanye waqeshwa ngokomhlathi we-4.5.1 uya kuba kweso sithuba ngokwexesha elisaseleleyo lalowo angena esikhundleni sakhe.
- 4.6 **Ubulungu bebhunga**
- 4.6.1 **Isekela-nqununu**
Amasekela-nqununu eTechnikon akwiBhunga ngokomthetho we - 9 (2) (b) woMmiselo akasayi kuba ngaphezulu kwesithathu ngexesha elinye, loo nto ixhomekeke ekubeni kube kunyulwe amasekela nqununu angaphezulu kwesithathu, kuze kunyanzeleke ukuba kukhethwe phakathi kwawo abaza kuba kwiBhunga elo. Ixesha lobulungu laloo malungu anyuliweyo liya kuba yiminyaka emine.
- 4.6.2 **Amalungu anyulwe ngumphathiswa**
Abane ekucingwe ngabo kwisiqendu 9 (2) (c) sommiselo baya kunylwa ngencwadi ebhalwayo ngumphathiswa.

4.6.3 **Amalungu anyulwa yibhodi ngokwesiqendu 9 (2) (j) woMmiselo.**

Inani labo kucingwa ngabo kwisiqendu 9 (2) (j) aliya kuba ngaphezulu kwe - 10.

4.7 **Ithuba lolawulo lwamalungu ebhodi**

Ilungu leBhodi, ngaphandle kweNqununu nasekela-nqununu, namalungu anyulwe ngabafundisi-ntsapho, abasebenzi abafundisayo nabangafundisiyo, baya kuba ngamalungu isithuba seminyaka emine: oku kuxhomekeke ekubeni kunyulo lokuqala noku khethwa kwamalungu eBhodi ngokwemihlathi c, e, f no (i) wesiqendu 9 (2) soMmiselo, isiqingatha sabo siya kkonyulwa ngeqashiso kwisithuba seminyaka emibini; oku kuxhomekeke kwakhona ekubeni amalungu ekuthethwe ngawo kwimihlathi d, g, no h kwisiqendu se 9 (2) soMmiselo, aya kuba kwesi sithuba isithuba seminyaka emibini kwakunye nelungu ekuthethwa ngalo kwisiqendu 9 (2) (i) soMmiselo liya kuba kwesi sithuba ithuba leminyaka emibini.

5. **IBHODI YABAFUNDISI-NTSAPHO**

5.1 **Ubulungu**

5.1.1 Amalungu ebhodi yabafundisi-ntsapho akahankanywe kumhlathi (a), (b) no (c) wesiqendu 13 (1) woMmiselo uya kuba nala malungu:

5.1.1.1 Inqununu eya kuba ngusihlalo;

5.1.1.2 Amasekela-nqununu;

5.1.1.3 Abalawuli bezikolo ngokwamacandelo;

5.1.1.4 Abancedisi - balawuli - zikolo;

5.1.1.5 Iintloko zamasebe okufundisa;

5.1.1.6 Umphathi-thala leencwadi leTechnikon;

5.1.1.7 Umlawuli Omanyenisa imfundo;

5.1.1.8 Abameli ababini beBhunga abangengabo abasebenzi beTechnikon.

6. **UMBUTHO WABO SEBEPHUMELELE**

Umbutho wabo sebephumelele eTechnikon uya kubizwa ngokuba ngumbutho wabo sebephumelele kwiTechnikon yaseTranskei.

7. **IIMFUNO ZOMSEBENZI**

7.1 **Unyuselo**

Ukunyuselwa komsebenzi kuya kuba sezandleni zebhodi, kwaye namagunya okunyuselwa komsebenzi aya kuba sezandleni zakhe.

7.2 **Ikutshintshwa kwisikhundla okuso**

Umsebenzi unokutshintshwa kwisithuba aqeshwe kuso esisiwa kwesinye kwalapha eTechnikon, okanye abe nasekela lesithutyana kuphela xa evumelana neso sigqibo: Oku kuxhomekeke ekubeni utshintsho olo lwenziwe ngaphandle kwemvume yakhe ngenxa yokuba efumaniseke enobutyala bokungakwazi ukuziphatha okanye ngokunxulumene nomthetho obekwe kumhlathi 7.9: Oku kuxhomekeke kwakhona ekubeni utshintsho lunokwenziwa ngaphandle kwemvume yakhe xa isikhundla aqeshwe kuso sipheliswa, okanye sibonwe singafuneki nganto.

7.3 **Ukunqunyanyiswa emsebenzini/ukuphelelwa ngumsebenzi**

Ngokumalunga nezicwangciso zalo Mmiselo, inkonzo yomsebenzi inganqunyanyiswa liBhunga—

(a) Xa umsebenzi efikelele kwiminyaka yomhlala-phantsi.

(b) Xa ibhunga lifumene isazixo esibhaliweyo sokuyeka umsebenzi sivela kumsebenzi lowo.

(c) Ukuba umsebenzi akayanga emsebenzini isithuba esingaphezulu kweentsuku eziyi - 14 zokusebenza engathathanga khefu lisemthethweni.

(d) Xa ukugoxothwa kwakhe kuya kuthi kudale impumelelo kumsebenzi lo okanye kuthobe amaqondo entlawulo yeTechnikon.

- (e) Xa ethe wagula ixesha elide.
- (f) Xa engenakuwenza umsebenzi ngendlela efanelekileyo.
- (g) Xa isikhundla sakhe sipheliswe okanye xa kukho unciphiso okanye uhlelanga-hle-ngiso lwabasebenzi eTechnikon.
- (h) Xa umsebenzi osisigxina osaqeshwe njengomlingwa ingqesho yakho ingaqinisel-wanga okanye.
- (i) Xa oyiswe kukuziphatha.

7.4

Ukuphela komsebenzi ngenxa yokufikelela kwiminyaka yomhlala-phantsi

- (a) Umhla womhlala-phantsi kumsebenzi weTechnikon olilungu la—
 - (i) bafundisi-ntsapho iya kuba lusuku lokuqala lonyaka olandela unyaka aya kuthi ngawo abe egqiba iminyaka eyi - 60.
 - (ii) naluphi na olunye udidi lwabasebenzi, iya kuba ngumhla wokuqala wenyanga elandela inyanga aya kuba egqiba iminyaka eyi - 60 ngawo.
- (b) Xa umsebenzi ethe wenza isicelo, ibhunga lingalandisa ithuba lengqesho yakhe yaloo msebenzi emva kosuku lwakhe lokugqibela lomhlalaphantsi isithuba esiya kuma kumhla wokuqala wenyanga elandela inyanga aya kube egqiba ngayo iminyaka eyi - 65.
- (c) Umsebenzi oyindoda oqeshwe ngaphambi kokubhengezwa kwesi simiselo, uya kuba nelungelo lokuba afumane umhala-phantsi wakhe xa aneminyaka eyi - 65, kulapho ke aya kuhlaliswa phantsi ngosuku lokuqala lenyanga aya kube egqiba ngayo iminyaka eyi - 65: Loo nto ixhomekeke ekubeni umsebenzi usenakho uku-khetha ukuyeka emsebenzini ngosuku lokuqala layo nayiphi na inyanga elandela inyanga aya kube egqiba ngayo iminyaka eyi - 60: Loo nto iphinde ixhomekeke ekubeni uya kunika ibhunga isaziso esibhaliweyo ecela umhlala-phantsi kwii-nyanga ezintathu ubunicane phambi kokuba ayeke emsebenzini.
- (d) Ibhunga lingathi, kungaphikiswa namnye umthetho okwiziqendwana (a), (b) no (c), ngasentla, iqhube imgcine umsebenzi osisigxina kugqithiswe kwiminyaka yomhla-la-phantsi eyamkelekileyo ixesha elingasayi kuba ngaphezulu konyaka.

7.5

Ukuphela komsebenzi ngenxa yokurhoxa emsebenzini

- (a) Umsebenzi weTechnikon onqwenela ukuyeka emsebenzini angakwenza oko ngo-kubhalela inqununu eyazisa ngokurhoxa oko.
- (b) Ngaphandle kokuba iBhunga alivumelani nomsebenzi malunga nokurhoxa kwakhe, umsebenzi olilungu labafundisi-ntsapho uya kurhoxa emsebenzini ukusu-sela kusuku olulandela ukuphela kwekota yeTechnikon, nokuba nguwphe na umhla: Oko kuxhomekeke ekubeni uya kulazisa ibhunga ngesigqibo sakhe kusuku lokuqala lwekota leyo yeTechnikon aza kuyeka ekupheleni kwayo.
- (c) Ngaphandle kokuba iBhunga liyasikhaba isigqibo somsebenzi, umsebenzi osisi-gxina ongenguye umfundisi-ntsapho, uya kulazisa ibhunga ngesigqibo sakhe ma-lunga nenyanga phambi kosuku olo anqwenela ukuyeka ngalo emsebenzini: Oko kuxhomekeke ekubeni eso saziso siya kunikwa ibhunga elo ngomhla wokuqala wenyanga leyo ajonge ukugqibela ngayo emsebenzini: Oko kuxhomekeke nase-kubeni, ukuba olo suku lokuqala nolulandelayo lwaloo nyanga lolwezo ntsuku zithathwa ngokuba zezokuphumla, eso saziso siya kudluliswa ngosuku lokuqala olulandela olo suku lokuphuma okanye ezo ntsuku zokuphumla.
- (d) Ngaphandle kokuba iBhodi ayivumelani nesi sigqibo, inkonzo yomsebenzi onge-sosigxina inokurhoxiswa ngesaziso seeyure ezingama -24 kumacala omabini, kwaye eso saziso sinokunikwa nangaluphi na usuku kwiintsuku zenyanga.

7.6

Ukuphelelwa ngumsebenzi ngenxa yokungabikho emsebenzini ngaphandle kwemvume

Umsebenzi osisigxina othe ngaphandle kwemvume akabikho emsebenzini isithuba esingaphezu kweentsuku ezili - 14, uya kuthathwa ngokuba uzigxothile ngokwakhe emsebenzini ngokoyiswa kukuziphatha, ukususela emva kokuphela kweentsuku ezili - 14; xa loo msebenzi ethe waya kuqala inkonzo yomsebenzi wumbi, uya kuthathwa

ngokuba uzirhoxise ngokwakhe kwinkonzo yomsebenzi lo njengoko bekutshiwo ngaphambili, engayihoyanga eyokuba ixesha lokuphelelwa kwakhe ngumsebenzi belungekafiki: Oku kuxhomekeke kwakhona ekubeni ukuba lo msebenzi uzile ngokwakhe emsebenzini emva kokuba liphelile eliya xesha, unokuthi ngemvume yeBhunga aphinde abuyiselwe emsebenzini wakhe okanye kwesinye isikhundla kwalapho eTechnikon ngokwezicwangciso zebhunga elo, kuloo meko ke, ukungabikho kwakhe emsebenzini kuya kuthathwa ngokuba ebenekhefu elingahlawulelwayo okanye ikhefu lemeko enokugqitywa liBhunga elo ngokwalo emsebenzini, emva kokuba liphelile eliya xesha, unokuthi ngokwemvume yebhunga aphinde abuyiselwe emsebenzini wakhe okanye kwesinye isikhundla kwalapho eTechnikon ngokwezicwangciso zebhunga elo. Kuloo meko, ke ukungabikho kwakhe emsebenzini kuya kuthathwa ngokuba ebenekhefu elingahlawulelwayo okanye ikhefu lemeko enokugqitywa libhunga elo.

7.7 **Ukuphela komsebenzi ngenxa yempilo**

- (a) Umsebenzi ngokwakhe okanye ibhunga ngokucetyiswa ngumsebenzi okwinqanaba elingasentla kancinci kwelo msebenzi lowo kunye nenqununu, banokuzama ukuphelisa umsebenzi waloo msebenzi besebenzisa isizathu sempilo ebuthathaka.
- (b) Ngokuqwalasela iimfuno zomhlala-phantsi womsebenzi okanye naliphi na elinye ilungelo elifanelekileyo kumsebenzi lowo, xa eyeka ukuphangela ngenxa yempilo ebuthathaka, oogqirha ababini bonyulwe libhunga, bangamxilonga umsebenzi lowo, baze bakhuphe ingxelo bayinike ibhunga, becacisa ukuba umsebenzi ukufanele na ukuphangela kwaye zonke iindlela ezinxulumene noku ziya kusingathwa libhunga, kwaye umsebenzi naye unelungelo lokuba azifunele owakhe ugqirha.
- (c) Umsebenzi unokuyekiswa emsebenzini waseTechnikon libhunga ukuba le ngxelo kuthethwe ngayo ku - b ngasentla icacisa ukuba umsebenzi lowo unempilo ebuthathaka, eyenza ukuba angabinakho ukwenza umsebenzi aqeshelwe wona, isithi lo ngxelo obu buthathaka bakhe abenziwanga nguye ngabom.

7.8 **Ukuphela komsebenzi ngenxa yokuphela kwesikhundla**

Umsebenzi welungu elisisigxina unokupheliswa libhunga ngokuphela kwesikhundla, okanye ngokuncitshiswa okanye ngokuhlenga-hlengiswa kwabasebenzi baseTechnikon: Oku kuxhomekeke ekubeni olo hlenga-hlengiso nonciphiso lwenziwe ngokwemigaqo nenkqubo yodendo yaseTechnikon eyamkelweyo libhunga emva kothethathethwano nabasebenzi, okanye imibutho yabasebenzi baseTechnikon ngokwezigqibo ezimiselweyo nezamkelekileyo.

7.9 **Ukuphela komsebenzi womsebenzi obeqeshwe njengomlingwa.**

- (a) Ukuba umsebenzi womsebenzi osisigxina osaqeshwe njengomlingwa awanelisi, kwaye ungakhange utshintshe nasemva kokucetyiswa nokufundiswa, ibhunga ngokubonisana nomsebenzi okwiqondo elingentla kancinci komsebenzi lowo nenqununu, banokuyalela ukuba kwenziwe uphando malunga nomsebenzi ongelisiyo waloo msebenzi.
- (b) Ukuba lo mntu ukhethelwe ukuphanda ufumanisa ukuba umsebenzi akasebenzanga ngokufanelekileyo emva kokucetyiswa nokufundiswa unoku—
 - (i) Cebisa ibhunga okokuba landise ixesha lobulingwa lomsebenzi lowo okanye
 - (ii) Kumntu obesondele kwixesha lokutshintshwa kwisikhundla sobulingwa okanye kwixesha lokunyuselwa engumsebenzi osisigxina waseTechnikon kodwa engenguye umlingwa.

7.10 **Ukupheliswa komsebenzi ngesizathu sokoyiswa kukuziphatha okanye ukoyiswa kukusebenza ngokufanelekileyo**

7.10.1 Ingqesho yomsebenzi osisigxina ingapheliswa xa—

- (i) athe waphula umthetho okummiselo okanye umthetho onxulumene neTechnikon ekufuneke ewuqwalasele.
- (ii) athe wenza, okanye avume kwenzeke, okanye athabathe inxaxheba ekwenzeni isenzo esisingele phantsi abolawulo, ucwangco okanye intsebenzo efanelekileyo yeTechnikon.

- (iii) athe akathobela umthetho awunikwayo ngenkani, okanye ukubonakalisa ngenzenzo okanye ngentetho ukungathobeli.
- (iv) athe akakhathala okanye wonqena ukufezekisa imisebenzi yakhe;
- (v) athe engafumananga mvume yeBhunga wazibandakanya nemisebenzi yangasese engenanto yakwenza nomsebenzi wakhe ngexesha lomsebenzi.
- (vi) athe ngolunya okanye ngaphandle kobungqina, wenza iintetho ezichasene nola-wulo lweTechnikon engakhange ayazise iNqununu ngencwadi ngomba lowo athe-tha ngawo.
- (vii) athe wazama iindlela zokuphazamisa ngokusebenzisa nowuphina umntu ongekho kwingqesho yeTechnikon ngokunxulumene nesikhundla akuso, neemfuno zomsebenzi ngaphandle kokuba oko kwenziwa ngemigaqo evumelekileyo yeTechnikon yokuvelisa izikhalazo.
- (viii) athe waziphatha ngendlela engafanelekanga nengavumelekanga okanye wathi ngexesha esemsebenzini wabonakalisa intswelo-mbeko.
- (ix) athe wasebenzisa iziyobisi okanye wathi ngexesha lomsebenzi wabe ephantsi kweempembelelo zeziyobisi, ngendlela ethoba umgangatho weTechnikon okanye ephazamisa ukwenziwa komsebenzi ngendlela efanelekileyo ngaphandle kokuba kuziwe nobungqina bokuba konke oku akwenzekanga ngenxa yokuziphatha kakubi okanye ayinguye unobangela woko.
- (x) athe wabhengeza ulwazi alufumene ngenxa yokuba ngumsebenzi apha olungenanto yokwenza nomsebenzi wakhe, okanye asebenzise olo lwazi ngenjongo engenanto nakwenza nomsebenzi wakhe.
- (xi) athe wamnkela okanye wabanga intlawulo esecaleni ngomsebenzi awenzileyo okanye angawenzanga ingeyiyo intlawulo okanye umrhumo awuhlawulwayo ngokomsebenzi wakhe, okanye angayazisi iBhodi malunga nomrhumo okanye intlawulo esecaleni ayifumeneyo.
- (xii) athe waphatha kakubi, watshabalalisa okanye wasebenzisa ngendlela engeyiyo impahla yeTechnikon okanye woyiswa kukuphatha ngenkathalo iimpahla eziphantsi kolawulo lwakhe.
- (xiii) athe wenza ityala;
- (xiv) athe wasuka waxakaniseka ngokomntu osetyenziswe engazukuvuzwa, ngaphandle kokuba kuye kwafunyaniswa ukuba uxakaniseko lwakhe aludalwanga yintswelo-mbeko, okanye ngeenjongo zokukhalimela isikrokro eso anaso, kwaye kwenziwe kungenanjongo yakugungqisa unyaniseko olulindelekileyo emsebenzini.
- (xv) athe akabikho emsebenzini weTechnikon ngaphandle kwemvume okanye akawenza umsebenzi wakhe engakhululelwanga ngaphandle kokuba unesizathu esivakalayo ngokungabikho kwakhe emsebenzini.
- (xvi) athe ngenjongo yokufumana amalungelo athile ngokunxulumene nesikhundla somsebenzi wakhe, okanye ngokwenza into enjongo ikukusingela phantsi okanye ukuthoba iTechnikon okanye inkonzo yokufundisa okanye ilungu laloo nkonzo, enze iintetho ezixokayo nezingezizo esazi ukuba yonke loo nto ayikho okanye bubuxoki.

7.11 Inkqubo kwityala lokungakwazi ukuziphatha

- (i) Ukuba umsebenzi ubekwa isityholo ngokungakwazi ukuziphatha umsebenzi onyulwe liBhunga okanye yikomiti elawulayo yeBhunga, njengomtshutshisi iya kumbeka ityala ngembalelwano malunga nesosimo sokungakwazi ukuziphatha: oku kuxhomekeke ekubeni umtshutshisi lowo ukwisikhundla esingentla kunalowo ubekwa isityholo.
- (ii) Isityholo eso sokungakwazi ukuziphatha siya kubekwa kobekwa isityholo ngendlela yokuba sigqithiselwe kuye ngesandla okanye ngembalelwano ye-rejista okanye sishiywe kwindawo ahlala kuyo okanye indawo yokugqibela ebesaziwa ehlala kuyo, kwaye isityholo eso siya kukhatshwa sisicelo sokuba onetyala, kwiint-suku ezisixhenxe emveni kokuba esifumene isityholo eso angenise ileta evuma okanye ekhanyela ityala kwaNqununu, okanye ukuba uyathanda afake ileta enika ingcaciso ngokunxulumene nesityholo eso.

- (iii) Umthuthisi unalo ilungelo nanini na lokurhoxisa isityholo sokuziphatha kakubi.
- (iv) Umangalelwa unala malungelo alandelayo ngokunxulumene nesityholo soku ziphatha kakubi esibekwa phezu kwakhe—
 - (a) ilungelo lokuxelelwa okanye aziswe ngeleta uhlobo lwesityholo eso abekwa sona.
 - (b) ilungelo lethuba elaneleyo lokwaziswa ngesityholo eso ukuze akwazi uku- lungiselela ukuzithethelela phambi kophando nokwandiswa kwexesha elibe- kelwe uphando ukuba angabeka isizathu esivakalayo soko.
 - (c) ilungelo lokumelwa/thethelelwa.
 - (d) ilungelo lokuba netoliki yokutolika inkqubo yetyala kulwimi lwakhe lwe- mvelo;
 - (e) ilungelo lokubiza amangqina awagoca-goce ngemibuzo;
 - (f) ilungelo lokuhlola onke amaxwebhu aziswa njengobungqina besimangalo.
 - (g) ilungelo lokunika eyakhe ingxelo ngenjongo yokuzikhusela kwisimangalo eso.
 - (h) ilungelo kwisigwebo;
 - (i) ilungelo lokuba xa efunyaniswe enetyala kuqwalaselwe ukuba ukhe wafu- nyanwa enetyala na ngaphambili.
 - (j) ilungelo lokubeka iimeko ezinokuthi zinciphise ityala phambi kokuba agwe- tywe.
 - (k) ilungelo lokubhena; kwaye.
 - (l) ilungelo lokungaphathwa kakubi ngendlela yomkhethe ngesizathu sayo nayi- phi na inkcazo ayinike enkundleni, okanye iintetho ezingenabungqina, oka- nye izenzo azenze ngexesha lophando, okanye ngenxa yobulungu bombu- tho othile.
- (v) Ukuba ummangalelwa uyalivuma ityala, uya kuthathwa ngokuba ugwetyiwe ngenxa yesityholo abebekwe sona sokungakwazi ukuziphatha ngomhla inqununu ifumana isivumo setyala eso.
- (vi) Ukuba ummangalelwa uyalikhanyela ityala, okanye uyoyiswa kukuthobela imithe- tho ekumhlathi (2), iBhunga liya kuqesha umntu njengoko kubhaliwe kumhlathi (7) enze uphando.
- (vii) Umntu onyulwe/oqeshwe ngokomhlathi (6) (obizwa ngokwalapha njengochophele ityala) uya kuchophela zonke iinkqubo ngexesha lophando: Oku kuxhomekeke ekubeni xa ethe ochophele ityala wacela uncedo lwabacebisi abaya kuthi bancedi- sane naye kulo msebenzi, abayi kuba ngaphezulu kwesibini, kwaye beya kunyulwa iBhunga.
- (viii) Ibhunga okanye inqununu ngemvume yeBhunga, unokumrhexisa emsebenzini lowo unetyala, kodwa ebhatalwa umvuzo wakhe ngokuzelelo: Oku kungenanto yokwenza nokuba ufunyenwe enetyala na okanye engenalo.
- (ix) Ukuba ummangalelwa oberhoxisiwe enkonzweni ufunyenwe engenabutyala ngo- komhlathi (1), uya kuvunyelwa ukuba abuyele emsebenzini wakhe ngokukhawu- leza.
- (x)
 - (a) Ochophele ityala emva kothetha-thethwano nommangalelwa nomtshutshisi, uya kuqulunqa indawo, umhla nexesha lemini yokwenza uphando, kwaye uya kukhupha izaziso kwangethuba, ekhuphela bonke abo bafunekayo ku- phando olo: Oku kuxhomekeke ekubeni ochophele ityala unokulumisa uphando ngesizathu esivakalayo.
 - (b) Uphando luya kulandela imigaqo evumelekileyo yenkqubo yenkundla epha- kamileyo.
 - (c) Ochophele ityala isigwebo sakhe sobutyala okanye esobumsulwa uya kusi- qamelisa ngesiphumo esifanelekileyo/esilindelweyo okanye ngobungqina obuthelekisiweyo.

- (xi) Umtshutshisi uya kubakho kuphando, avelise ubungqina nengxoxo ukuxhasa isityholo esibekwayo, kwaye unakho ukugoca-goca lowo ubizwa njengengqina lomangalelwa.
- (xii) Ukungabikho kummangalelwa, eze kuzimela okanye ezokumelwa ngummeli wakhe kuphando ngaphandle kwesizathu esivakalayo, akuyi kuphuthisa uphando olo, kwaye uphando olo luya kuqhutywa engekho enjalo, kwaye neencwadi ziya kukubonisa oku.
- (xiii) Ochophele ityala uya kugcina zonke iirekhodi zenkqubo, oku kuquka bonke ubungqina obunikiweyo, nazo zonke iincwadi ezivunyiweyo kuphando olo.
- (xiv) Ummangalelwa uya kuba nalo ilungelo lokubanga ubungqina obubhaliweyo obukumqeshi wakhe ukuncedisana naye ekuzikhuseleni kweso sityholo asibekwayo, kwaye uya kuba nelungelo lokubanga ukuba umqeshi wakhe ezo ncwadi aziveze kuphando olo.
- (xv) (a) Ochophele ityala uya kuthi ekubeni ebunikile ubungqina, laza ityala laxoxwa, amfumane ummangalelwa enetyala okanye engentyala lokuzipatha kakubi njengokuba ebemangalelwe.
- (b) Ukuba isigwebo simfumanana enetyala, ummangalelwa uya kunikwa ithuba lokuba azicengele ukuze kuncitshiswe isigwebo.
- (c) Ukuba ochophele ityala umfumana enetyala ummangalelwa njengokuba kubekiwe kumhlathi (a), uya kunikezela kwinqununu oku kulandelayo:
- Ingxelo yenkqubo njengoko kubhaliwe kumhlathi (xiii);
 - Inkcazelo ephelileyo ebhalwe phantsi yesigwebo sochophele ityala, nezizathu zaso.
 - Konke okwenza mandundu ityala okanye konke okunokuthi kunciphise isigwebo ngokoluvo lochophele ityala.
 - Iingcebiso zochophele ityala ngokunxulemene nesigwebo ekufuneka sibekiwe.
- (xvi) Ukuba ummangalelwa ufunyenwe engenatyala lokungakwazi ukuziphatha njengoko ebebekiwe eso sityholo, waza warhoxiswa nasemsebenzini, uya kuyalelwa ukuba aqalise emsebenzini ngoko nangoko.
- (xvii) Ukuba ummangalelwa ufunyenwe enetyala lokungakwazi ukuziphatha, inqununu ngokunxulumene neencwadi ekuthethwe ngazo kumhlathi (15) (c), iya:
- (a) Kumlumkisa, imngxolise ummangalelwa lowo.
 - (b) Kumlumkisa, okanye imnike isilumkiso sokugqibela imbonisa ukuba xa athe waphinda eso senzo sokungakwazi kuziphatha uya kugxothwa emsebenzini.
 - (c) Kumrhoxisa emsebenzini engabhatalwa ithuba elokuba likhankanyiwe, ngemvume yakhe njengendlela yokumsindisa ukuba angagxothwa.
 - (d) Kumgxotha
 - (e) Okanye imcebise ukuba adibane nogqirha, inzululwazi ngokuxilonga ingqondo, anyangwe ngokusebenzisa iziyobisi ezinjengotywala neepilisi.
 - (f) Kumtshintshela kwelinye icandelo kwalapha e Technikon, okanye
 - (g) Athotywelwe kwisikhundla esingezantsi kweso akuso.
- Oku kuxhomekeke kumhlathi (d), ngapha koko isigwebo sinokuhlanganisa imiba emibini nangaphezulu kule ikhankanywe ngentla apha.
- (xviii) Ukubanjwa kobemangalelwe okanye ukufunyanwa kwakhe engenatyala ngenxa yesenzo sakhe esinobutyala, akuyi kumkhupha ekubeni kungathathwa manyathelo achasene naye ngokunxulumene nalo mhlathi.
- (xix) Ukuba ummangalelwa ukhululwe ngenxa yomhlathi (17), liBhunga elinokugqiba ngomhla akhululwa ngawo.

- (xx) Ukuba umsebenzi onkonzo imisiweyo okwethutyana okanye ogxothwe ngenxa yokungakwazi ukuziphatha ngenxa yalo mhlathi, uthe wazirhoxela ngokwakhe kwingqesho yeTechnikon, okanye waqeshwa kwenze indawo phambi kokuba agwetywe ngenxa yokungakwazi kuziphatha, loo msebenzi uya kuthathwa ngokuba ugxothiwe ngenxa yokungakwazi kuziphatha, ukususela kumhla oya kuqulunywa liBhunga, ngaphandle kokuba ileta yakhe yokurhoxisa inkonzo yakhe apha ifike sele kugqitywe ekubeni axolelwe ngetyala elo lokungakwazi kuziphatha, kugqitywe ekubeni sirhoxiswe.
- (xxi) Umsebenzi ongenelisekanga sisigwebo unelungelo lokubhena malunga neentsuku ezisi -(7) emva kosuku lokufumanana kwakhe isaziso sesigwebo sakhe, isibheni esenza kwiBhunga, engavumelani nesigwebo eso.
- (xxii) Isigwebo esicwangiscwe kumhlathi (21) (xxi) siya kugqithiswa sibhaliwe kunobhala weBhunga sicacisa ngokupheleleyo imihlaba esenziwa phantsi kwayo isibheni eso.
- (xxiii) Isibheni esiqulungwe kumhlathi (21) (xxi) siya kumanyelwa ngokukhawuleza ngulowo unyulwe liBhunga enyulelwe oko.
- (xxiv) Lo mntu kuthethwa ngaye kumhlathi 23 (xxiii) unokuthi emveni kokuba esihlalu-tyile isibheni eso, asixhase okanye asichithe isibheni eso.
- (xxv) Iindleko zesibheni eso ziya kusingathwa yiTechnikon ngokwayo.

7.12

Uphando kwisityholo sokungasebenzi ngokufanelekileyo okanye ngokwanelisayo

- (i) Ukuba umsebenzi utyholwa ngokungasebenzi ngokwanelisayo okanye ngokungakwazi ukufezekisa imisebenzi yakhe, iNqununu inokunyula umntu njengeGosa lophando ngeleta ebhaliweyo, enze uphando ngaloo mba, aqokelele bonke ubungqina obuya kuthi buvelise ukuba kufanelekile na ukuba kubekho uphando ngoku- nxulumene nokunganelisi komsebenzi wakhe, okanye ukungabinakho ukuwenza umsebenzi, abhale ingxelo eya kwiNqununu ngalomba.
- (ii) Akuba eyifumene ingxelo leyo kuthethwa ngayo ku - (i), iNqununu inokuthi:
 - (a) igqibe ekubeni kungabikho manyathelo athatyathwayo kummangalelwa lowo;
 - (b) igqibe ekubeni umsebenzi lowo anikwe ingcebiso okanye ayokufumana uqeqesho okanye;
 - (c) igqibe ekubeni umsebenzi abekwe isityholo sokunganelisi emsebenzini okanye esokungawazi umsebenzi, ngako oko okufamaneka kumhlathi 7.11 (kukhuphela ecaleni umhlathana 17) kwangaloo ndlela kuya kusetyenziswa.
- (iii) Ukuba umsebenzi lowo ufunyaniswe engenelisi okanye engawenzi umsebenzi wakhe iNqununu inokuthi:—
 - (a) igqibe ekubeni umsebenzi lowo atshintshelwe kwesinye isikhundla kwalapho eTechnikon.
 - (b) igqibe ekubeni umrhumo wakhe okanye isikhundla okanye umrhumo nesi-kundla sithotywe ngokwembono yeNqununu.
 - (c) igqibe ekubeni kuthatyathwe amanyathelo njengoko kubhaliwe kumhlathi (a) no (b) okaye.
 - (d) arhoxiswe emsebenzini ukusukela kumhla obonwe yiNqununu.

7.13

Ukunqunyanyiswa kwenkonzo: ixesha lokwaziswa nentlawulo yokugqibela

7.13.1

Ngaphandle kokuba iBhunga kwimeko eyodwa igqibe ngolunye uhlobo, umsebenzi onguMfundisi-ntsapho uya kurhoxa kwisikhundla sakhe ukuqalela kumhla olandela umhla wokugqibela wekota, okanye ukuphela kwekota yeTechnikon, nayiphi na kweko eyeyokugqibela: oku kuxhomekeke ekubeni uya kwaziswa kwangaphambili kosuku lokuqala lwaloo kota yeTechnikon kuthethwa ngayo.

7.13.2 Ukuba umfundisi-ntsapho uyirhoxisile inkonzo yakhe okanye ugxothiwe ngaso nasiphi na isizathu esingesiso esokuziphatha kakubi:

- (a) nanini na kwikota yeTechnikon uya kuhlawulwa umrhumo ophela ngaloo mini agqibalisa ngayo ukuphangela.
- (b) ukususela ngomhla olandela usuku lokugqibela lwekota yeTechnikon uya kuhlawulwa umvuzo oya kuphela ngomhla wokugqibela wenyanga ephela ngayo ikota yeTechnikon:

Oku kuxhomekeke ekubeni, ukuba loo kota yeTechnikon iphela kwangaloo nyanga eqala ngayo ikota yeTechnikon, kuhlawulwa umvuzo ophela ngemini yokugqibela yekota yeTechnikon nagqibalisa ngayo ukuphangela: oku kuxhomekeke ekubeni umfundisi-ntsapho oye wagxothwa ngokomhlathi 7.3 uya kufumana ubuncinane isaziso seso sigqibo esimalunga nekota yeTechnikon phambi kokugxothwa: oku kuxhomekeke nasekubeni ukuba imini yokugqibela yekota yeTechnikon iphela ngoNovemba, uya kuhlawulwa kude kube lusuku lokugqibela lonyaka lowo.

- 7.13.3 (a) Ngaphandle kokuba kulungiselwe kwimigaqo yakhe yengqesho, okanye iBhunga kwimeko eyahlukileyo ibone ngolunye uhlobo, umsebenzi osisigwina, kodwa engengomfundisi-ntsapho, uya kuthi ubuncinane anike isaziso senyanga malunga nesigqibo sakhe sokurhoxa emsebenzini: oku kuxhomekeke kwakhona ekubeni ukuba usuku lokuqala lwaloo nyanga lolunye lweentsuku ezithathwa ngokuba zezokuphumla, eso saziyo siya kugqithiswa ngemini yokuqala elandela olo suku, okanye ezo ntsuku zokuphumla.
- (b) Ukuba umsebenzi lowo wazisile kwangaphambili ngesigqibo sakhe sokurhoxa, uya kuhlawulwa umvuzo wonke waloo nayanga nokuba inyanga leyo iphela ngemini yokuphumla okanye ngemini ekungaphangelwa ngayo ngokwezigqibo: oku kuxhomekeke ekubeni kwi nkonzo yomsebenzi ukuya kutsho ngemini yokugqibela ekugqitywe ekubeni makayeke ngayo kuloo nyanga.

7.13.4 Ukuba isaziso sokuyeka emsebenzini singaphantsi kwenyanga saye samkelwe kwimeko yomsebenzi ongengomfundisi-ntsapho, o intlawulo yakhe iya kubandakanya usuku lwakhe lokugqibela kuloo nyanga.

7.13.5 Ukuba umsebenzi osisigxina onguMfundisi-ntsapho ugxothiwe ngesizathu esibandakanywe kumhlathi 7.3 uya kufumana isaziso senyanga ngesigqibo sokugxothwa kwakhe: oku kuxhomekeke ekubeni eso saziyo sikhutshwe ngemini yokuqala neyesibini elandela leyo kuloo nyanga ziintsuku ezithathwa ngokuba zezokuphumla, eso saziyo sinokudluliswa ngemini yokuqala elandela usuku okanye iintsuku ezo sokuphumla, ngaphandle kokuba imvumelwano yengqesho yakhe ayivumelani noko, inkonzo yomsebenzi osisigxina okanye wethutyana inokupheliswa ngesaziso seeyure ezingama - 24 kumacala amabini, kwaye eso saziyo sinokudluliswa nangaliphi na ixesha enyangeni okanye ukuphela kwenyanga.

- 7.13.6 (a) Ngaphandle kokuba imvumelwano yengqesho ibona ngolo hlobo, inkonzo yomsebenzi oqeshwe isigxina okwethutyana, okanye umsebenzi oqeshwe okwethutyana inganqunyanyiswa ngesaziso sama - 24 eeyure kulo naliphi na icala, kwaye eso saziyo siao kunikwa ngalo naliphi na ixesha enyangeni.
- (b) Ukuba umsebenzi ongesosigxina unike isaziso njengoko kubhaliwe kumhlathana(a) ngasentla, intlawulo yakhe iya kuquka usuku lokugqibela lwenyanga, nokuba inyanga iphela ngosuku lokuphumla okanye umsebenzi onqunyanyisiweyo ngemvumelwano, oku kuxhomekeke ekubeni umsebenzi abe phantsi kwengqesho kude kube nguloo mhla wokugqibela wokuphangela kuloo nyanga.

No. 14

13 January 1995

TRANSKEI TECHNIKON: RULES
DECREE No. 3 (TECHNIKONS) OF 1994
RULES OF THE TRANSKEI TECHNIKON

The Council of the Transkei Technikon has, with the approval of the Minister of Education, under section 12 (1) of Decree No. 3 (Technikons) of 1994, drafted the following Rules:

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1. DEFINITIONS

- 1.1 In these Rules any expression to which a meaning has been assigned by the Decree No. 3 (Technikons) of 1994, shall have the meaning so assigned to it and, unless the context otherwise indicates—

“**calender month**” means a period extending from the first to the last day, both days inclusive, of any one of the 12 months of the year;

“**cycle**” means a period of three calendar years reckoned from 1 January 1992 and each succeeding period of three years;

“**day of rest**” means—

- (i) a Sunday or a public holiday in the case of an employee who normally does not work on such a day; or
- (ii) such other day as he is normally relieved from duty in lieu thereof in the case of an employee who normally works on a Sunday or a public holiday;

“**decree**” means Decree No. 3 (Technikons) of 1994;

"donor" means any body or person that donates an amount in cash or kind of not less than R5 000 to the Technikon, or who has undertaken to donate an amount of not less than R5 000 to the Technikon, in regular instalments over a period of not more than four years and who is not in arrears with his instalments;

"employee" means a person employed full-time or part-time in a permanent or temporary capacity at the Technikon;

"permanent employee" means a persons appointed permanently at the Technikon by the Council, or who is deemed to have been so appointed, even though he may have been appointed—

- (i) on probation;
- (ii) to a post intended for a person of a rank higher or lower than his own rank;
or
- (iii) to a post additional to the fixed establishment of the Technikon;

"salary" means the salary or wage normally payable to an employee when he is in the service of the Technikon and includes allowances and fringe benefits;

"salary increment" means the approved amount by which a salary may be increased according to the appropriate scale;

"technikon" in the application of these rules means the Transkei Technikon;

"technikon holiday" means the period between two consecutive technikon terms;

"technikon term" means the period determined as such by the Council.

1.2 If a quorum or required majority of votes is expressed as a mathematical fraction and it happens that the consequent quorum or majority is not an integral number, the next greater integral number shall be the quorum or majority of votes.

1.3 Due notice shall be deemed to have been given if written notice is sent to the last known address of the person concerned at the commencement of the required period of notice.

2. **ACADEMIC BOARD**

2.1 **Chairperson**

The Principal shall be the Chairperson of the Academic Board.

2.2 **Vice-Chairperson**

(a) A Vice-Principal shall be the Vice-Chairperson of the Academic Board: Provided that, should there be more than one Vice-Principal, the Academic Board shall elect from amongst the number of Vice Principals one Vice-Principal as Vice-Chairperson: Provided further that such a Vice-Chairperson shall hold office for a period of two (2) years but shall be eligible for re-election.

(b) If the Chairperson as well as the Vice-Chairperson are absent from any meeting of the Academic Board, the members present at such a meeting shall elect one of their number to preside thereat.

2.3 **Secretary**

(a) The Principal shall appoint an employee to act as the Secretary of the Academic Board and of all committees and joint committees of the Academic Board: Provided that the Principal may assign any other employee to assist the Secretary or to act in his place.

(b) The Secretary shall act as electoral officer at all meetings of the Academic Board.

(c) The Secretary shall attend all meetings of the Academic Board and may take part in discussions but shall vote only if he is a member of the Board as contemplated in section 13 (1) of the Decree.

2.4 **Meetings**

2.4.1 **Ordinary meetings**

At least two (2) ordinary meetings of the Academic Board shall be held in each semester on such dates and at such places as the Academic Board shall determine.

2.4.2 Special meetings

- (a) A special meeting of the Academic Board may be called by the Chairperson at his own instance at any time, and he shall call such a meeting at the request in writing of at least five (5) members.
- (b) The object of the meeting shall be stated in the request, and no other business than that of which notice has been given shall be transacted at the meeting.

2.4.3 The Academic Board may invite persons who are not members to attend meetings: Provided that such persons may take part in the discussions but may not vote.

2.4.4 Quorum and procedure

- (a) One half of the members of the Academic Board plus one shall constitute a quorum.
- (b) The procedure at meetings of the Council as prescribed in the Statute shall apply *mutatis mutandis* to the meetings of the Academic Board.

2.5 Representatives of the Academic Board on the Council

2.5.1 When it becomes necessary for the Academic Board to elect of its members as members of the Council as contemplated in section 9 (2) (d) of the Decree such members shall be elected by secret ballot at an ordinary meeting of the Academic Board.

2.5.2 Notice of the expiry of a term of office of the member of the Council elected by the Academic Board shall be given by the Secretary of the Academic Board by including an item on the agenda of the ordinary meeting of the Academic Board preceding the last meeting of the Council which takes place during the term of office of such members, to allow the Academic Board to elect successors.

- (a) Nominations for the filling of the vacancies shall be given in writing to the Secretary.
- (b) If more than two (2) persons are nominated, voting shall be by secret ballot.
- (c) A candidate shall be elected by at least a two-thirds majority of all the members of the Academic Board present.
- (d) Should a representative for any reason vacate his office before the expiry of his term of office, the Academic Board shall elect a new representative in accordance with the above-mentioned procedure for the unexpired portion of such term of office.

2.6 Representatives of the Council on the Academic Board

2.6.1 The two (2) representatives of the Council referred to in paragraph 5.1.1.8 of the Statute shall be appointed at an ordinary meeting of the Council and their term of office as members of the Academic Board shall be for two (2) years.

2.6.2 The Council shall fill any vacancy that may occur amongst such representatives at the next ordinary meeting of the Council following the occurrence of such vacancy and the member so appointed shall hold office for the unexpired portion of the term of office of his predecessor.

3. FEES PAYABLE BY STUDENTS AND STAFF

The fees payable by students and the boarding fees payable by resident students and staff shall be as determined by the Council.

4. CONVOCATION**4.1 Secretary**

The Vice Principal—Administration shall act as Secretary of the Convocation: Provided that the Council may appoint any other employee to assist the Secretary or to act in his place.

4.2 Roll of the Convocation

4.2.1 The Secretary shall keep the roll of the Convocation, and it shall be incumbent upon every member to register his name and address with the Secretary and to notify him from time to time of any change of address.

- 4.2.2 The roll shall be conclusive evidence that any person whose name appears thereon at the time of claiming to vote as a member of the Convocation, is entitled so to vote, and that any person whose name does not appear thereon is not so entitled.

4.3 **Chairperson**

- 4.3.1 The Chairperson of the Convocation, who shall be elected by the Convocation from amongst its own members, shall hold office for a period of two (2) years.
- 4.3.2 A Chairperson shall be elected at a meeting of the Convocation called by the Secretary of the Convocation.
- 4.3.3 Nominations for the Chairperson of the Convocation shall be given in writing to the Secretary.
- 4.3.4 If more than one person is nominated voting shall be by secret ballot.
- 4.3.5 A candidate shall be elected only by a two-thirds or more majority of members present.
- 4.3.6 Should the Chairperson for any reason vacate his office prior to the expiry of his term of office, the Convocation shall elect a successor for the unexpired portion of such term of office.

4.4 **Meetings**

- 4.4.1 The Chairperson shall occupy the chair at all meetings of the Convocation but, in his absence, the members present shall elect one of their number to act as Chairperson of that meeting.
- 4.4.2 All meetings of the Convocation shall be held at the seat of the Technikon.
- 4.4.3 The Convocation shall meet at least once a year.
- 4.4.4 A meeting of the Convocation may be convened by the Chairperson at any time he deems it necessary, and shall be convened by him, or failing him, the Secretary upon a written request signed by at least 20 members and stating in the form of specific motions the proposed subjects for discussions at such meeting.
- 4.4.5 Notice of a meeting of the Convocation with an agenda shall be sent to each member of the Convocation at least fourteen (14) days before the meeting.

4.4.6 **Quorum and procedure**

- (a) Twenty (20) members of the Convocation shall constitute a quorum.
- (b) The procedure at meetings of the Council shall apply *mutatis mutandis* to the meetings of the Convocation.
- 4.4.7 The minutes of meetings of the Convocation, duly certified by the Chairperson and Secretary, shall be submitted by the Secretary to the Academic Board and the Council.

4.4.8 **Representative of Convocation in Council**

At the election of the member of the Convocation referred to in section 9 (2) (e) of the Decree the provisions of subparagraphs 4.3.2, 4.3.3, 4.3.4 and 4.3.5 shall *mutatis mutandis* apply.

5. **DONORS**

5.1 **Manner of election of members of Council by donors**

- 5.1.1 Whenever it is necessary for donors to elect a person as a member of Council as contemplated in section 9 (2) (f) of the Decree, the Secretary of the Council shall, by written notice posted at least ninety (90) days before the date determined by him for the election of members of Council, invite such donors to nominate in writing a candidate to be elected a member of Council.
- 5.1.2 A nomination shall be lodged with the Secretary of the Council at least 60 days before the date referred to in subparagraph 5.1.1.
- 5.1.3 If the number of candidates nominated is not greater than the number of vacancies, the Secretary of the Council shall forthwith declare such candidate to be duly elected.
- 5.1.4 If more candidates are nominated than are to be elected, the Secretary to the Council shall, at least 30 days before the date referred to in subsection 5.1.1, post to the donors, ballot papers containing the names of all the candidates in alphabetical order.

- 5.1.5 A donor shall be entitled to one vote plus an additional vote for every completed amount of R5 000 over R5 000 donated to the Technikon or the donation of which to the Technikon in regular instalments over a period of not more than four years has been undertaken: Provided that such period of four years shall commence from the date of the receipt of the first instalment of the payment of the donation and the number of votes so gained shall be limited to 50 per donor: Provided further that a donor's number of votes shall be calculated on only those donations made during the four year period immediately preceding an election.
- 5.1.6 (a) A ballot paper shall be returned to the Secretary to the Council by registered post.
(b) A ballot paper which is received by the Secretary to the Council after the date referred to in subparagraph 5.1.1 shall be invalid.
- 5.1.7 At any election the Secretary to the Council shall act as returning officer and shall be assisted by two scrutineers nominated by the Principal.
- 5.1.8 The Secretary to the Council shall declare the person obtaining the highest number of votes to have been duly elected, and, in the event of an equality of votes, the result shall be determined by lot by him in the presence of two scrutineers referred to in subparagraph 5.1.7.

6. STUDENTS' REPRESENTATIVE COUNCIL

- 6.1 The Students' Representative Council shall consist of not more than 21 and not less than 14 members.
- 6.2 (a) The term of office of the Students' Representative Council shall be one year: Provided that members of the Students' Representative Council may be re-elected.
(b) Nominations for candidates for the Students' Representative Council must include the name and postal address of the nominee, the signature of proposer, the signatures of at least two seconders, and a written, signed declaration by the nominee that he is willing to seek election: Provided that the nominee, proposer and seconder shall be registered students as contemplated in subparagraph (c) hereunder.
(c) A student has the right to vote if he has been registered at the Technikon for at least two Technikon quarters or was previously registered at the Technikon for at least two Technikon quarters and has newly re-registered as a student.
(d) The election shall take place by means of a secret ballot during the second semester of each year.
(e) The Electoral Officer designated by the Principal shall be responsible for the election of the Students' Representative Council.
(f) The Students' Representative Council, under the chairmanship of the Electoral Officer, shall elect from amongst themselves, the Chairman, Vice-Chairman, Secretary and Treasurer of the Students' Representative Council.
- 6.3 The Students' Representative Council shall in all respects preserve and promote the interests of the Technikon and of the student community and strive to uphold and extend unity, justice and orderliness amongst the student community.
- 6.4 The Students' Representative Council shall be the highest body of authority among the student body.

7. CONDITIONS OF SERVICE

7.1 General conditions

7.1.1 Duties of employees

- (a) The duties of every employee at the Technikon shall be determined by council.
- (b) The normal duties of academic staff shall include teaching and examining students, the promotion and extension of knowledge in his particular field of study through research and publication, sharing in the control and administration of the department, invigilation during examinations, participation in official activities of the Technikon, including those of the Academic Board and other committees to which appointed.

- (c) The normal duties of employees other than the academic staff shall be in accordance with the job descriptions for individual posts as approved by the Principal.
- (d) Council of the Principal may require an employee temporarily to perform duties other than those ordinarily entrusted to such employee.

7.1.2

Appointments and probation

- (a) No person shall be appointed, transferred or promoted to a post as a permanent employee, whether on probation or not, unless such person—
 - (i) satisfies the qualification requirements for the appointment of employees as determined by Council; and
 - (ii) can furnish proof the satisfaction of Council that he is free from any disease or physical or mental defect which could interfere with the proper carrying out of his duties at a Technikon before reaching the retirement age referred to in paragraph 11.1.5 of the Statutes.
- (b) The Council may require an employee to submit himself to an examination by a registered medical practitioner and expenditure connected with the examination shall borne by Council: Provided that the employee who is to be examined may arrange at his own expense for his private medical practitioner to be present at the proceedings.
- (c)
 - (i) The power to appoint, transfer or promote an employee referred to in subparagraph (a) shall vest with the Council or Principal if he is so authorized by the Council.
 - (ii) An appointment as an employee, in a permanent capacity shall be on probation for not less than 12 months: Provided that the Council may grant approval that the employees transfer to another post or a promotion may also be on probation: Provided further that such permanent employee may be transferred or promoted on probation of less than 12 months provided that such period together with a period of probation and employment in the former post, shall not be less than such period as council may determine.
- (d)
 - (i) At regular intervals of not more than 3 calendar months, the immediate superior of the employee on probation shall submit reports to the Principal on the employee's performance in the work situation.
 - (ii) The employee on probation shall be informed of any shortcomings in the execution of his duties: Provided that either the immediate superior or the employee may request counselling or training to assist in the development of the employee's performance: Provided further that reports on the progress of the employee during counselling and training shall be submitted to the Principal.
- (e) If the permanent employee's immediate superior and the Principal certify that during the period of probation the employee concerned has been diligent and his conduct uniformly satisfactory and that he is in all respects suitable for the post which he holds, council may, if the employee has complied with all the conditions to which his appointment, transfer or promotion were subject, confirm the appointment, transfer or promotion.

7.1.3

Assumption of duty: Commencing date of salary

- (1) An employee shall be paid a salary with effect from the date of assumption of duty: Provided that council may, on recommendation of the Principal, determine dates for the assumption of duty other than the commencing date of salary payment.
- (2) If a person who was in the employment of the Technikon as member of the academic staff in a temporary capacity up to and including the last day of a technikon term or corresponding calendar quarter, is reappointed with effect from a date within the first four technikon days of the following technikon term and he assumes duty on any such date, he may be paid salary in respect of the intervening technikon holiday and his service may be regarded as continuous.

7.1.4 Salaries and salary increases

Salaries and salary increases are paid in accordance with salary scales determined for all job grades by means of a job evaluation system, approved by Council.

7.1.5 Performance of other work by employees

- (a) the council may approve that a employee may perform extra curricular or private work of not more than 6 hours per week.
- (b) Subject to the provisions of the entrepreneurship policy of council, a staff member shall not perform for remuneration any work relating to his work at the Technikon, without the approval of the Principal.

7.1.6 Acceptance of gifts, commission, money or reward

Unless it is otherwise provided for in his conditions of service or approved by Council, an employee—

- (i) shall not accept without the permission of council a gift, pecuniary or otherwise, offered to him by a member of the public by reason of his occupying or having occupied a particular office or post in the Technikon; and
- (ii) shall not accept or demand in respect of the carrying out of or failure to carry out his duties, any commission, fee or reward, pecuniary or otherwise (not being the emoluments payable to him in respect of his duties) or shall not fail to report to Council the offer of such commission, fee or reward: Provided that in an exceptional case, Council may approve the acceptance of such commission, fee or reward.

7.1.7 Medical Aid

- (1) Council may provide its employees with medical aid cover.
- (2) Council shall consult with the employees before the type of medical cover, the category of employees eligible for such cover, the medical aid supplier, tariff and fee subvention is decided upon.
- (3) Membership of the medical aid shall commence from the first day of the calendar month immediately following the calendar month in which an employee assumes duty: Provided that Council may determine other commencement dates for individual employees.

7.1.8 Private financial transactions

- (1) An employee shall not become party to any form of promissory note for compromising purposes: Provided that Council may give its written consent to a departure from the provisions of this subparagraph if it has satisfied itself by investigation that the proposed transaction is being entered into for acceptable reasons not connected with speculation, gambling or improper dealing which may lead to the pecuniary embarrassment of the employee: Provided further that such consent shall not be given in respect of a transaction between two employees.
- (2) An employee shall not borrow money from a subordinate or junior employee of the Technikon.
- (3) If it is evident that an employee is in debt to an unreasonable extent, if he becomes insolvent or assigns his estate for the benefit of his creditors or if a judgement for debt or a decree of civil imprisonment has been obtained against him in a court of law, he shall, if Council so requires, furnish Council with a detailed and complete statement of his liabilities together with an explanation as to how the liabilities were incurred, and how he proposes to liquidate them.
- (4) An employee shall not without approval of the Principal assign the whole or part of his pay.

7.1.9 Confidential nature of documents concerning employees

All documents, files and correspondence concerning anything which may be done in terms of the Decree, Statute or these rules and being the property of the Technikon, shall be of a confidential nature: Provided that an employee or his legal representative

shall have the right of access or inspection of his personal file and be permitted to present copies of documents thereof in any court case, tribunal hearing or inquiry arising out of his employment relationship with the Technikon: Provided further that an employee may have access to and inspection of the said documents, files and correspondence as may be necessary for the performance of his official duties.

7.1.10 Obedience

- (1) Subject to the provisions of subparagraphs (2) and (3), an employee shall obey unconditionally a lawful order given to him by a person who is competent to do so.
- (2) An employee shall reply explicitly to a lawful question put to him by a person who is competent to put such question to him: Provided that an employee shall not be obliged to furnish a reply which may incriminate him.
- (3) An employee may demand that an order referred to in subparagraph (1) above be repeated in writing and he may request the Principal to review the order: Provided that he may request that the decision be submitted to council for further revision, if he is dissatisfied with the decision of the Principal.

7.1.11 Grievance procedure

- (1) Council shall, in consultation with the employees, set up and maintain a procedure to deal with grievances which employees may wish to be addressed.
- (2) Any employees of the Technikon shall have free, unhindered and without prejudice access to such procedure.

7.1.12 Reports on staff and adverse remarks

- (1) As often as Council may require, a report shall be completed and submitted by the Principal in respect of an employee.
- (2) If any adverse remark is made about an employee in any document which is intended to be kept in his personal file it shall be brought to the attention of the employee concerned and he shall be—
 - (a) required to sign the document in question;
 - (b) invited to respond thereto in writing.
- (3) The document containing the adverse remarks about the employee together with the employee's written representation shall be countersigned by his immediate superior and filed with the employee's personal file: Provided that the immediate superior of the employee concerned may with the concurrence of the Principal order the removal of the adverse remark if he is of the opinion that the remark is not justified.
- (4) The expunction of an adverse remark under the proviso to paragraph 3 above must, in writing, be brought to the attention of the employee concerned.
- (5) Where an investigation is being made into the conduct of an employee and such investigation leads to an inquiry in which the employee is charged with misconduct, incompetence or inefficiency the evidence gathered in the course of the investigation shall be confidential: Provided that if such inquiry does not lead to a charge of misconduct, incompetence or inefficiency, the information gathered in such investigation shall not form part of the employee's personal file unless the provisions of subparagraphs (1) and (2) have been complied with.

7.1.13 Personal information to be noted

- (1) An employee shall notify the Principal of the following:
 - (a) His residential address, and any change thereof;
 - (b) his telephone number at home (if he has a telephone), and any change thereof;
 - (c) any change in marital status;
 - (d) any change in the number of dependants; or
 - (e) any change in his circumstances which could affect his medical aid contributions or other deductions made from his salary.
- (2) The Principal shall cause a record of the above information to be kept.

7.1.14 Participation in political and other activities

- (1) An employee shall not allow that his membership of any political party, regional government, city council, municipal council, village council, health committee, management committee or consultative committee local authority, school board or hospital board in any way whatsoever interfere with his official duties;
- (2) If any dispute arises between council and any body referred to in subparagraph 2 (a) above, an employee who is a member of any such body shall not take part in the discussion of or vote on any such dispute;
- (3) If in the opinion of the council, an employee through his membership of any body referred to in subparagraph (2) (a) above, detrimentally affected his status, performance of his duties or suitability as an employee, council may, in addition to any steps that may be taken in terms of the Decree, prohibit him from taking part in the activities of such body and call upon him to resign therefrom within a specified period.

7.1.15 Working weeks and official hours of attendance and instruction

- (1) The different categories of employees of the Technikon shall observe the number of working hours per week as determined by Council.
- (2) The Principal shall, in consultation with employees, determine the official hours of attendance and shall ensure that they observe such hours.
- (3) Notwithstanding any provisions to the contrary contained in these Rules, the Principal may require an employee to perform official duties on any day of the week or at any time during the day or night or to attend at his normal place of work or elsewhere for such duty: Provided the employee agrees to it.
- (4) An employee—
 - (a) shall, during his official hours of attendance and periods of overtime duty, give his full attention to the duties entrusted to him; and
 - (b) shall not, without the consent of the Principal or a person assigned by the Principal, be absent from his office or place of work during his official hours of attendance and agreed to periods of overtime duty.
- (5)
 - (a) If an employee, during the official hours of attendance, is absent from duty as a result of leave granted in terms of these rules or as a result of other circumstances which are acceptable to council, he shall, for the purpose of the completion of his working week, be deemed to have been on duty during such absence;
 - (b) The official hours of attendance which have been determined for an employee in respect of a particular day and which—
 - (i) fall on a public holiday, in the case of an employee who does not normally work on such day; or
 - (ii) fall on such other day on which he may be normally relieved from duty in lieu thereof, in the case of an employee who normally works on a public holiday,shall be reckoned for the purposes of the completion of his working week.

7.2 Leave and leave gratuities**7.2.1 Classification of leave**

- (1) All absences from duty on leave shall be classified under one or more of the following headings:
 - (a) Accumulative leave;
 - (b) maternity leave with half pay;
 - (c) non-accumulative leave;

- (d) sick leave with full pay;
 - (e) sick leave with half pay;
 - (f) sick leave without pay;
 - (g) special sick leave with full pay;
 - (h) special leave with full pay;
 - (i) special leave without pay; and
 - (j) study leave.
- (2) All unauthorised absences from duty shall, apart from any disciplinary steps that may be taken against an employee, be deemed to be special leave without pay unless council determines otherwise.
- (3) The days during which the Technikon is officially closed during vacation shall be regarded as non accumulative leave and deducted from any non accumulative credit.

7.2.2 **Classification**

Employees shall, for the purpose of leave provision, be classified in the undermentioned groups and shall be granted leave accordingly:

GROUP A

- (a) Members of the academic staff including the Principal, and the Vice-Principals and Chief Librarian, subject to the provisions of the Statutes:
- (i) Non-accumulative leave with full pay for periods as approved by council during Technikon holidays, not exceeding, in aggregate, 56 days per annum: Provided that the minimum period of leave shall not be less than the number of days indicated in subparagraph (b) (i): Provided further that council may, in special circumstances and taking into account the functions of specific employees, approve that such leave be taken in whole or in part during periods other than Technikon holidays.
 - (ii) Sick leave:
 - In each cycle with full pay—90 days.
 - In each cycle with half pay—90 days.
 - (iii) Accumulative leave: 20 days per annum with full pay which shall accrue on a monthly basis for each completed calendar month of service.
 - (iv) Study leave: 20 days per annum with full pay shall accrue on a monthly basis for each completed calendar month of service.

GROUP B

- (b) Members of the Administrative Staff who are at the Management level and are heads of departments:
- (i) Non-accumulative leave with full pay for such periods as approved by council not exceeding 28 days per annum.
 - (ii) Sick leave:
 - In each cycle with full pay—90 days.
 - In each cycle with half pay—90 days.
 - (iii) Accumulative leave 20 days per annum on full pay which shall accrue on a monthly basis for each completed calendar month of service.
 - (iv) Study leave, 20 days per annum with full pay shall accrue on a monthly basis for each completed calendar month of service.

GROUP C

- (c) Library professional staff, graduate senior laboratory technicians, graduate laboratory technicians, graduate research assistants:
 - (i) Non-accumulative leave with full pay for periods approved by the Council during Technikon holidays, not exceeding 38 days per annum, in so far as their services are not required by the Head of the Department concerned.
 - (ii) Sick leave:
 - In each cycle with full pay—90 days.
 - In each cycle with half pay—90 days.
 - (iii) Accumulative leave: 20 days per annum on full pay which shall accrue on a monthly basis for each completed calendar month of service.
 - (iv) Study leave: 20 days per annum with full pay shall accrue on a monthly basis for each completed calendar month of service.

GROUP D

- (d) Members of administrative staff (including officers, clerical and secretarial staff), non-professional library staff, non-graduate senior technicians or non-graduate technicians in academic laboratories or workshops and auxiliary staff other than those provided for in Group E:
 - (i) Non accumulative leave with full pay for such periods as approved by council not exceeding 28 days per annum.
 - (ii) Sick leave:
 - In each cycle with full pay—90 days.
 - In each cycle with half pay—90 days.
 - (iii) Accumulative leave: 14 days per annum on full pay which shall accrue on a monthly basis for each completed calendar month of service.
 - (iv) Study leave: 14 days per annum with full pay shall accrue on a monthly basis for each completed calendar month of service.

GROUP E

- (e) Members of the general, artisan and maintenance staff and labourers, who are normally required to remain on duty during Technikon holidays although instruction is suspended and the Technikon is closed:
 - (i) Non-accumulative leave with full pay for such periods as approved by council, in the aggregate, not exceeding 30 days per annum: Provided that notwithstanding anything to the contrary in these rules, the council may in its discretion convert in general up to 12 days of such leave annually into accumulative leave.
 - (ii) Sick leave:
 - In each cycle with full pay—90 days.
 - In each cycle with half pay—90 days.
- (f) Notwithstanding anything to the contrary in these rules, special leave with or without pay may be granted to an employee by council.
- (g) Accumulative leave standing to the credit of an employee on 1 January of each year shall be recorded in the leave register, and in recording such credit any part of a day shall be reckoned as one day.
- (h) If any employee is transferred from one post to another and his transfer results in a change in his classification for leave purposes or if, for any reason other than his transfer, he passes from one leave group to another—
 - (i) he shall retain the accumulated leave credit accrued during his employment in the previous group or groups; and

- (ii) the leave provisions of the new group shall become applicable to him from the first day of the calendar month during which such transfer or passing becomes effective.
- (i) Unused non-accumulative leave for a particular calendar year shall lapse at the end of that calendar year and shall not be carried forward to the next calendar year.

7.3.2 **Leave a privilege**

- (1) All leave, except for sick leave, shall be granted with due regard to the exigencies of the Technikon.
- (1) Leave cannot be claimed as a right and when an employee leaves the employment of the Technikon for any reason whatsoever his leave shall lapse on the last day of his employment and he cannot claim payment in respect of the cash value of leave standing to his credit: Provided that the provisions of this paragraph shall not preclude—
 - (a) the payment of leave gratuity in terms of paragraph 7.2.16; and
 - (b) the reinstatement of a leave credit in respect of cases provided for in these rules.

7.2.4 **Days of rest**

A day of rest shall not be deemed to be leave and shall not be recorded as such in the leave register: Provided that—

- (a) a day of rest, or two or more consecutive days of rest, falling within a period of leave, shall be deemed to be leave which falls under the same heading according to the classification in paragraph 7.2.1 as the leave which precedes and succeeds such day of rest or days of rest;
- (b) if an employee who is called upon the report for duty on a day of rest fails to do, such day of rest shall be deemed to be special leave without pay, unless he is prevented from reporting for duty by circumstances which are acceptable to council.

7.2.5 **Granting and withdrawal of leave: Leave application forms and leave record**

- (1) (a) The granting of all leave shall be subject to the approval of council: Provided that council may delegate to the Principal or any other senior permanent employee the authority to grant leave to its employees;
- (b) Leave already granted may at any time be withdrawn by council.
- (2) Except in the case where a permanent employee is suspended from duty or where an employee is prevented by his sudden illness, or by other circumstances which are acceptable to council, from remaining on or reporting for duty, he shall not leave or stay away from work until he has applied, in writing for leave and has been advised that the leave application has been approved.
- (3) (a) Application for leave shall be made in writing in a form determined by council: Provided that such application shall not be essential in the case of an authorised absences;
- (b) The form of the certificate of indisposition which is to serve in support of an application for sick leave, shall subject to the provisions of paragraph 8 (2) (c) be determined by Council.
- (4) (a) The Technikon shall keep a leave register in respect of each employee in which all absences from duty shall be recorded in accordance with the classification in paragraph 7.2.1;
- (b) All applications for leave shall be filed for audit and other purposes in the office where the leave register is kept, for such period as Council may direct.

7.2.6 **Voluntary termination of leave by an employee**

An employee who wishes to assume duty before the expiry of a period of leave granted to him under these rules, shall not do so before having obtained the prior approval of the Principal.

7.2.7 Overgrant of leave

If an employee to whom leave has been granted with pay in excess of that provided for in these rules, such overgrant may be deducted from such leave which subsequently accrues to him: Provided that if such employee resigns or his employment is terminated before sufficient leave has accrued to him for the purpose of such deduction, that portion of the overgrant which has not yet been set off against his leave accrual on the last day of his employment shall be deemed to be an overpayment of salary which shall be recovered or written off with approval of the Council.

7.2.8 Leave counts for the purpose of salary increments

All leave, of whatever nature, whether with full or half pay or without pay, shall count for the purpose of salary increments.

7.2.9 Lapse of leave on resignation

(1) As soon as an employee gives notice of resignation any leave with pay granted shall lapse with effect from the date of such notice, or, if the notice is undated, from the date the notification is received by the Principal and leave applied for or absence from duty thereafter shall be deemed to be special leave without pay: Provided that council may depart from this provisions in the case of an employee who resigns to join the employment of another Technikon or institution approved by Council: Provided further that the provisions of this paragraph shall—

(a) apply only in respect of absences during an employee's last 30 days of employment; and

(b) not apply to—

(i) sick leave;

(ii) special leave granted in terms of paragraph 7.4;

(iii) accumulative leave granted in terms of subparagraph 7.2.13; and

(iv) a full-time temporary or part-time employee whose contract of employment or letter of appointment contains a clause expressly providing that his employment may be terminated on 24 hours notice on either side but who nevertheless gives more than 24 hours notice of resignation.

(2) If an employee resigns, any leave granted to him shall lapse on the day immediately preceding that on which such resignation becomes effective or on the date determined in terms of subparagraph (1), if that paragraph applies to him.

(3) The period of employment of an employee shall not be extended in order to enable him to utilise leave which may have been granted to him.

(4) If an employee who has resigned is reappointed, such reappointment shall for the purposes of these rules be deemed to be a new appointment: Provided there was a break of service of more than one calendar month.

7.2.10 Provision for allowances and service benefits during leave other than non-accumulative leave

(1) Council may refuse to pay any allowance, paid to an employee for doing a specific job during periods of paid leave, granted to him.

(2) Council may issue directions on the financial arrangements to be followed to provide for certain continuous service benefits to which an employee may be entitled during a period of unpaid leave, or leave with half pay, or a combination of unpaid leave, leave with half pay and paid leave.

(3) The liability of an employee for payment due to the Technikon in respect of goods supplied or services rendered by the Technikon during periods of leave, shall be subject to the provisions of the rules applicable thereto or direction issued by the council in connection therewith.

7.2.11 Leave which counts for leave purposes

- (1) All leave, of whatever nature, with full or half pay shall count for the purpose of leave accrual.
- (2) Subject to the approval of Council, leave of whatever nature, without pay shall count for the purpose of leave accrual.
- (3) Leave which in terms of subparagraph (2), accrues during a period of leave without pay shall not be granted to an employee until he has resumed his duties after his absence on leave without pay, and then only in respect of absence after such resumption of duty.

7.2.12 Granting of accumulative leave

- (1) Council may at any time require an employee to take a portion or the whole of the accumulative leave standing to his credit: Provided that the maximum period of leave prescribed in subparagraphs (2) and (4), shall not be exceeded.
- (2)
 - (a) Accumulative leave shall not be granted to a member of the academic staff for less than one full Technikon term and the total continuous period of such leave shall not extend over more than two Technikon terms: Provided that Council may, on recommendation of the Principal, grant accumulative leave for shorter periods of time.
 - (b) A member of the academic staff who has at least one Technikon term accumulative leave standing to his credit and who desires to take leave for two Technikon terms, may apply in writing for the conversion of the accumulative leave standing to his credit in to accumulative leave with half pay on the basis of two days with half pay for each day of accumulative leave to be utilised for this purpose: Provided that the dates of commencement and termination shall coincide with the first and the last day, respectively, of a Technikon term: Provided further that council may authorise a member of the academic staff to take at any time such accumulative leave, or part thereof, as may have accrued to him.
- (3) Accumulative leave with full or half pay up to a maximum of 184 days in any period of 18 months may be granted to a member of the non-academic staff, and subject to subparagraph (4), any absence from duty in excess of this limit shall be covered by the granting of special leave without pay.
- (4) The Council may, if sound reasons exists, grant an employee with no accumulative leave standing to his credit, special leave without pay not exceeding two Technikon terms if he is a member of the academic staff and not exceeding 184 days if he is a member of the non-academic staff, in a continuous period of 18 months.

7.2.13 Leave for study and research purposes

- (1) The Council may, upon application by an employee and on submission by him of a satisfactory study and research programme, grant such employee leave for study and research purposes.
- (2) Leave referred to in subparagraph (1) shall consist of one day of accumulative leave for each day of study leave utilized for study and research purposes.
- (3) A member of the non-academic staff may be granted leave for study purposes on the basis determined by Council.

7.2.14 Leave for private affairs

Notwithstanding anything to the contrary in these rules leave may be granted to an employee to enable him to attend to private affairs: Provided that such leave with full pay shall be limited to the number of days of accumulative leave standing to the credit of the employee concerned at the commencement of the leave.

7.2.15 Maternity leave

- (1) Female employees after completion of one year service shall qualify for paid maternity leave and payment will be limited to a maximum of 50% of gross monthly salary for a period of three months.
- (2) An employee must take at least one month's leave before the anticipated date of confinement and at least six weeks after the confinement or stillbirth of a child.
- (3) An employee shall give at least one month's notice of the date on which the leave will commence.

7.2.16 Leave gratuity

Accumulative leave standing to the credit of an employee may, with the approval of Council be taken in the form of leave by such employee, or otherwise on retirement be paid out to him in the form of a leave gratuity.

7.3 Sick leave**7.3.1 General provisions: Sick leave**

- (1) Sick leave shall accrue to an employee on the first day of a cycle or on the date of his assumption of duty where such date falls within a cycle, and with effect from that day the pro-rata provision of the relative cycle may be granted to him provided the other provisions of these rules are complied with: Provided that no employee shall be granted sick leave with full pay until he has completed 30 days service and then only in respect of absences subsequent to the completion of such service.
- (2) Subject to the medical requirements of the case, the date on which sick leave of an employee shall be deemed to commence and the date on which it shall be deemed to end, shall be those as determined by Council who may, in determining the period of such leave, take into consideration the interests of the Technikon.
- (3) An employee may, on his written application, be granted accumulative leave standing to his credit in lieu of sick leave with half pay or sick leave without pay: Provided such application is submitted not later than thirty (30) days after he has resumed duty: Provided further that—
 - (a) at the written request of an employee, such accumulative leave may be converted into special leave with half pay for each day of accumulated leave standing to his credit;
 - (b) the number of days of leave so granted to a member of the non-academic staff shall not exceed 365 days in a cycle;
 - (c) Council is satisfied that the employee is at that stage nor permanently unfit for the performance of his normal duties; and
 - (d) if such leave has been granted to an employee and he has received payment in respect thereof, it shall not be reconverted into sick leave with half pay or without pay.
- (4) If an employee to whom accumulative leave with pay has been granted, takes ill while on such leave, that part of such leave during which he was ill may, subject to the provisions of the subparagraph 7.2.13 be converted into sick leave: Provided that—
 - (a) an employee shall apply in writing for such conversion within thirty (30) days of the expiry of such leave;
 - (b) the period in the case of a member of the academic staff shall be more than seven days.
- (5) Unused sick leave prescribed for any particular cycle shall lapse at the end of that cycle and shall not be carried forward to the next cycle.
- (6) If an employee, who has been granted the maximum sick leave provided for in these rules, is unable, for reasons of health, to resume his duties Council may—
 - (a) on submission of a satisfactory certificate referred to in subparagraph 7.3.2 (3) (a);

- (b) if such employee at that time is not permanently unfit to perform his normal duties; and
 - (c) if such employee has not accumulative leave to his credit,
- grant him further sick leave with full pay for a period at council's discretion, or with no pay for a period not exceeding 90 days in any cycle: Provided that such grant may be made in respect of separate periods of absence and in respect of different kinds of illnesses.

7.3.2 **Granting of sick leave**

- (1) Sick leave shall be granted only in respect of the absence from duty of an employee owing to a illness, indisposition or injury through no fault of his own or failure to take reasonable precautions.
- (2) Sick leave shall be granted in respect of nervous complaints, insomnia, debility or similar ill-defined illness or disposition only if the employee's state of health—
 - (a) incapacitated him for duty; and
 - (b) does not arise from his failure to take accumulative and vacation leave.
- (3) (a) If an employee is absent from duty for a continuous period exceeding three days owing to illness, he may be granted sick leave with or without pay only if he submits a certificate by a registered medical practitioner (or a registered dentist) which—
 - (i) describes the nature of the illness;
 - (ii) states that he is not capable of performing his official duties; and
 - (iii) indicates the period necessary for his recuperation.
- (b) Council may require an employee to submit a certificate referred to in subparagraph (a) above, in respect of periods of three (3) days or less.
- (c) If the absence of an employee is due to illness and there are good reasons for the non-submission of a certificate in terms of subparagraph (a), Council may exempt such employee from the submission of such certificate in respect of sick leave for a continuous period not exceeding 14 days.
- (d) Exemption from the submission of a certificate in terms of subparagraph (a), shall be recorded on the application for leave.
- (e) Subject to the provisions of subparagraph (c) above, sick leave with or without pay in respect of which a certificate referred to in subparagraph (a) is not submitted, shall be granted only for an aggregate not exceeding 10 days during any calendar year and further absences shall be covered by the granting of accumulative leave with full pay or, if the employee has no accumulative leave to his credit, of special leave without pay.
- (4) Notwithstanding the submission of a certificate referred to in paragraph (3), Council may refuse to grant sick leave with full pay in respect of any absence from duty to which the certificate relates, in which case Council may determine that the absence was unauthorised and the employee shall be deemed to be on special leave without pay.

7.3.3 **Special sick leave**

- (1) An employee who is absent owing to an injury sustained in an accident arising out of and in the course of his duties or owing to a disease contracted in the course of and as a result of his duties, may be granted special sick leave with full pay for the period he is incapacitated for his duties;
- (2) Special sick leave in terms of subparagraph (1) shall not be granted if the accident is attributable to the serious and wilful misconduct of the employee as defined in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993).
- (3) The provisions of subparagraph 7.3.2(3) shall apply *mutatis mutandis* to the granting of special sick leave.

7.4 Special leave

Notwithstanding anything to the contrary in these rules, special leave with or without pay may be granted to an employee by Council.

7.4.1 Special leave with full pay

(1) Special leave with full salary may be granted to an employee—

- (a) for each day on which he writes an approved examination approved by the Council: Provided that the previous day may be granted as special leave with full pay in addition to each day on which he actually does write an examination;
- (b) when he attends an education or training programme approved by the Council intended to improve his ability to perform his duties;
- (c) when he is absent from duty as a result of segregation or isolation on medical instructions where he was in contact with a person who has contracted, or is suspected of having contracted an infectious or contagious disease;
- (d) when he appears as—
 - (i) a witness in a criminal court case;
 - (ii) a witness or party to a civil court case (including a divorce case); and
 - (iii) a witness in any judicial or quasi-judicial inquiry:

Provided that if such employee is the plaintiff in a civil court case (including a divorce case) or the person who, takes the initiative in a rent board inquiry, his absence from duty shall be covered by the granting of accumulative leave or special leave without pay.

- (e) when he is arrested or has to appear before court on 'n criminal charge and he is subsequently acquitted or the charge withdrawn;
- (f) when he is required to perform continuous or non-continuous military, commando or police reserve service in which case special leave with salary equal to the difference between his normal salary and the salary which he receives in terms of such military, commando or police reserve rules may be granted to him by council;
- (g) when he is selected by a recognised amateur sports association to—
 - (i) represent South Africa, as a competitor, at international sporting events;
 - (ii) accompany teams as manager or coach, representing South Africa at international sporting events;
 - (iii) accompany any foreign national team visiting South Africa as a representative of the relevant sports association.
- (h) For attending the funeral of a close relative of his.

(2) Special leave granted in terms of subparagraph (1), may include any period actually and necessarily occupied in travelling for the purpose for which the leave was granted.

7.4.2 Special leave without pay

Special leave without pay may be granted to an employee by the Principal for the reasons as approved by council.

TRANSKEI TECHNIKON:

UYILO LWEMITHETHO

(RULES) YE TECHNIKON**YASE TRANSKEI****ISIQULATHO****1. IINGCACISO****2. IBHODI YABAFUNDISI-NTSAPHO**

- 2.1 Usihlalo
- 2.2 Isekela-sihlalo
- 2.3 Unobhala
- 2.4 Iintlanganiso
- 2.5 Abameli bebhodi yabafundisi-ntsapho kwibhunga
- 2.6 Abameli bebhunga kwibhodi yabafundisi-ntsapho

3. UMRHUMO WABAFUNDI NABASEBENZI**4. IQUMRU LABO SEBEPHUMELELE**

- 4.1 Unobhala
- 4.2 Uluhlu lwamalungu equmrhu
- 4.3 Usihlalo
- 4.4 Iintlanganiso

5. ABANIKELI

- 5.1 Indlela yonyulo lwamalungu angabanikeli

6. IBHUNGA LABAMELI BABAFUNDI**7. IIMFUNO NGOKUBANZI**

- 7.1 Iimfuno ngokubanzi
- 7.2 Ikhefu neembonelo zekhefu
- 7.3 Ikhefu olinikwa ngenxa yokugula
- 7.4 Ikhefu elilodwa

1. IINGCACISO

- 1.1 Kule mithetho, nawuphi na umthetho onentsingiselo equlunqwe nguMmiselo (decree) wesi - 3 (weeTechnikoni) yowe - 1994, uya kugcina loo ntsingiselo uyinikiweyo, ngaphandle kokuba isiqulatho siyayitshintsha intsingiselo leyo:

"Inyanga ngokwekhalenda" ithetha ixesha ukusuka kumhla wokuqala kuye kowo-kugqibela, zonke ezo ntsuku zidityanisiwe zayo nayiphi na inyanga kwezo zili - 12 zonyaka.

"Umjikelo" kuthethwa isithuba seminyaka emithathu ngokwekhalenda kubalelwa ukususela kumhla wokuqala kuJanyuwari ka - 1992 ngokwesithathu seminyaka elandelayo.

"Usuku lokuphumla" luthetha—

- (i) Icacwe okanye iholide kawonke-wonke kwabo baqeshwa bangaphangeliyo ngolu suku.
- (ii) Olunye usuku aye akhululwe ngalo emsebenzini ngokubhekiselele kumsebenzi osebenza ngeCawe okanye ngeholidi kawonke-wonke.

"Ummiselo" kuthethwa ummiselo weTechnikon oyilwe ngokomthetho - 3 ka - 1994.

"Umnikeli" kuthethwa naliphi na iqumrhu okanye umntu onikela ngemali eziinkozo, okanye naluphi na olunye uhlobo olungekho ngaphantsi kwe - R5 000 kwiTechnikon okanye lowo uthembise ukunikela ngesixa - mali esingekho ngaphantsi kwe R5 000 kwiTechnikon ngezavenge ezisisigxina kwisithuba esingekho ngaphezulu kwiminyaka emine, nongekho semva ngentlawulo yezavenge zakhe.

"Umsebenzi" kuthethwa umntu osebenza isigxina okanye ixeshana kumsebenzi osisisigxina okanye owexeshana eTechnikon, oku kuquka nenqununu.

"Umsebenzi osisigxina" uthetha umntu oqeshwe ngokosisigxina kule Technikon libhunga okanye ngulowo uthathwa ngokuba uqeshiwe, nakuba esenokuba uqeshwe phantsi kwezi meko:

- (i) Njengomlingwa phambi kokunikwa ithuba
- (ii) Kwisithuba esiyilelwe umntu okwinqanaba elingentla okanye elingaphantsi kwelakhe, okanye
- (iii) Kwisikhundla esongezelelwe ngaphezulu kwezimiselwe iTechnikon.

"Umvuzo" kuthethwa umvuzo okanye intlawulo ehlawulwa umsebenzi lo gama angumsebenzi eTechnikon kudityaniswa neemali ezongezelelweyo, namalungelo afunyanawo ngaphezu komvuzo.

"Unyuso lwemivuzo" kuthethwa imali ekuvunyelwene ngayo, ekunokuthi ngayo kunyuswe umvuzo ngokodidi akulo umsebenzi.

"iTechnikon" kubhekiswa kwiTechnikon yaseTranskei.

"Iholide yeTechnikon" kuthetha isithuba esiphakathi kweekota ezimbini ezilandelelanayo zaseTechnikon.

"Ikota yeTechnikon" kuthethwa isithuba esiphakathi kweeholide ezimbini ezilandelelanayo zaseTechnikon.

1.2 Ukuba ikhoram okanye isininzi sevoti ebaliweyo kuyenzeka okokuba isiphumo sayo ingabi linani elifunekayo, inani elikhulu elilandelayo liya kuba yikhoram okanye isinzi esilandelayo sevoti.

1.3 Isaziso esifanelekileyo siya kuthathwa ngokuba sinikiwe xa isaziso esibhaliweyo sithunyelwe kwidilesi yokugqibela eyaziwayo yomntu lowo ngexesha lokukhutshwa kwesaziso.

2. IBHODI YABAFUNDISI-NTSAPHO

2.1 Usihlalo

Inqununu iya kuba ngusihlalo webhodi yabafundisi-ntsapho.

2.2 Usekela-sihlalo

(a) Isekela-nqununu liya kuba lisekela sihlalo kwibhodi yabafundisi-ntsapho xa kukho amasekela-nqununu angaphezulu kwesine. Ibhodi yabafundisi-ntsapho iya kukhetha kuyo isekela-nqununu libe linye eliza kuba lisekela-sihlalo: oku kuxhomekeke ekubeni elo sekela liya kusibamba eso sithuba isithuba seminyaka emibini kodwa liya kuba nakho ukuphinda linyulwe.

(b) Ukuba usihlalo nasekela lakhe bathe ababikho nakuyiphi na intlanganiso yebhodi yabafundisi-ntsapho, amalungu akhoyo kuloo ntlanganiso aya kukhetha omnye wawo oya kuyongamela.

2.3 Unobhala

(a) Inqununu iya kunyula omnye wabasebenzi ukuba abe ngunobhala ngelo xesha kwibhodi yabafundisi-ntsapho nazo zonke iikomiti neekomiti ezihlanganisiweyo zebhodi yabafundisi-ntsapho: oku kuxhomekeke ekubeni inqununu inokuyalela nawuphi na umsebenzi kwezolawulo ukuba ancedise unobhala okanye abambe endaweni yakhe.

(b) Unobhala uya kubamba njenge gosa lonyulo kuzo zonke iintlanganiso zebhodi yabafundisi-ntsapho.

- (c) Unobhala uya kuba kho kuzo zonke iintlanganiso zebhodi yafundisi-ntsapho, kwaye unokuthabatha inxaxheba kwiingoxo, kodwa uya kuvota kuhpela xa elilungu lale bhodi enyulwe ngokwesiqendu se 13.1 seMimiselo.

2.4 **lintlanganisi**

2.4.1 **lintlanganiso eziqhelekileyo**

Kuya kubanjwa iintlanganiso zebhodi yabafundisi-ntsapho zibe mbini ubunzinane kwisiqingatha ngasinye sonyaka, ngeentsuku eziya kuthi ziqingqwe yibhodi nabafundisi-ntsapho.

2.4.2 **lintlanganiso zesikhawu**

- (a) Iintlanganiso zesikhawu zebhodi yabafundisi-ntsapho zinokubizwa ngusihlalo ngokubona kwakhe nangaliphi na ixesha, kwaye uya kuyibiza loo ntlanganiso ngokwesicelo esibhaliweyo samalungu amahlanu ubuncinane.

- (b) Injongo yentlanganiso iya kuchazwa kwisicelo eso, kwaye akukho mcimbi wumbi ngaphandle kwalowo ubhalwe kwisaziso uya kuthi uxoxwe kuloo ntlanganiso.

2.4.3 **Ibhodi yabafundisi-ntsapho inokumema abantu abangengawo amalungu ayo ukuba babekho ezintlanganisweni: Oku kuxhomekeke ekubeni abo bantu baya kuthabatha inxaxheba kwezo ngxoxo kodwa bangavoti.**

2.4.4 **Ikhoram kunye nenkqubo**

- (a) Isiqingatha esongezelelweyo ngelungu elinye kumalungu ebhodi yabafundisi-ntsapho siya kwenza ikhoram.

- (b) Inkqubo kwiintlanganiso zebhunga iya kuhamba ngokufanayo neyeentlanganiso zebhodi yabafundisi-ntsapho.

2.5 **Abameli beBhodi yabafundisi-ntsapho kwibhunga**

2.5.1 **Ukuba kunyanzelekile ukuba iBhodi yabafundisi-ntsapho inyule omnye kubo njengelungu leBhunga njengoko kubhaliwe kwisiqendu 9 (2) (d) sommiselo, loo malungu aya kunyulwa ngendlela yamaphepha efihlakeleyo kwintlanganiso yeBhunga yabaFundisi-ntsapho.**

2.5.2 **Isaziso sokuphelela kwamalungu ebhodi yabafundisi-ntsapho kubulungu beBhunga siya kwenziwa ngunobhala wale bhodi ngokufaka inqaku kwisicwangiciso-nkqubo sentlanganiso yesiqhelo yebhodi yabafundisi-ntsapho ephambi kwentlanganiso yokugqibela yebhunga eya kubanjwa ngexesha la malungu asesihlalweni, ukulungiselela ukuba ibhodi yabafundisi-ntsapho inyule abaza kungena endaweni yabo.**

- (a) Abakhethiweyo bokuzalisa izithuba baya kubhalwa banikelwe kunobhala.

- (b) Ukuba kukhethwe abantu abangaphezulu kwesibini, kuya kuvotwa ngokusekhusini.

- (c) Ozigqatsileyo uya kunyulwa ngesininzi se2/3 nangaphezulu samalungu ebhodi yabafundisi-ntsapho akhoyo.

- (d) Xa ummeli ethe wasishiya isikhundla sakhe nangasiphi na isizathu lingaphelanga ixesha, ibhodi yabafundisi-ntsapho iya kunyula ummeli omtsha ngokwale nkqubo ixelwe apha ngasentla.

2.6 **Abameli beBhunga kwiBhodi yabafundisi-ntsapho**

2.6.1 **Amalungu amabini eBhunga aya kusebenza njengabameli beBhunga kwiBhosi yabafundisi-ntsapho ngokomthetho we 5-1-1-8 woMmiselo, baze basebenze ithuba leminyaka emibini njengamalungu eBhodi yabafundisi-ntsapho.**

2.6.2 **Ibhunga liya kuzalisa izithuba ezivele apho kubameli kwintlanganiso elandelayo yeBhunga. Kwakhona, ekubeni elo lungu linyulwe ngolo hlobo, liya kuba sikhundla elo xesha lishiyekileyo lalowo ebengaphambi kwakhe.**

3. **UMRHUMO WABAFUNDI NABASEBENZI**

Umrhumo wabafundi nomrhumo ojongene nabo bahlala esikolweni nabasebenzi uya kuxhomekeka kwiBhunga.

4. IQUMRHU LABO SEBEPHUMELELE**4.1 Unobhala**

Isekela-nqununu kwezolawulo, liya kubamba njengonobhala wequmrhu labo: ngaphandle kokuba iBhunga linyule omnye umsebenzi abe ngunobhala wequmrhu labo sebephumelele.

4.2 Uluhlu lwamalungu equmrhu

4.2.1 Unobhala uya kugcina umqulu onenani lamalungu eli qumrhu, kwaye kuya kulindeleka ukuba ilungu ngalinye libhalise igama lalo nedilesi kunobhala, limazise ngalo lonke ixesha ngokutshintsha kwedilesi yalo.

4.2.2 Uluhlu lwamalungu luya kuba bubungqina obupheleleyo bokuba umntu ngamnye onegama elilapho ngexesha afuna ukuvota njengelungu lequmrhu unelungelo lokuvota. Nawuphi na umntu onegama elingaveliyo kolo luhlu akayi kuba nalo ilungelo lokuvota.

4.3 Usihlalo

4.3.1 Usihlalo wequmrhu labo sebephumelele oya kube onyulwe ngamalungu eli qumrhu, uya kuba sesihlalweni iminyaka emibini.

4.3.2 Usihlalo uya kunyulwa liqumrhu labo sebephumelele kwibhunga, kwintlanganiso ebizwa nguNobhala weQumrhu labo sebephumelele kwiBhunga.

4.3.3 Amagama abantu abazigqatse kwisikhundla sokuba ngusihlalo aya kubhalwa anikezelwe kunobhala.

4.3.4 Ukuba akumiselwanga mntu mnye kuya kuvotwa ngovoto olusekhusini.

4.3.5 Umntu ozigqatsileyo uya kunyulwa ngesininzi se 2/3 okanye ngaphezulu samalungu akhoyo.

4.3.6 Ukuba usihlalo unokusishiya isikhundla sakhe nokuba kungasiphi na isizathu, ngaphambi kokuba liphele ixesha elimisiweyo, iqumrhu eli liya kunyuka umntu oza kungena kwesi sikhundla okwelo xesha liseleyo.

4.4 Iintlanganiso

4.4.1 Usihlalo uya kuba sesihlalweni kuzo zonke iintlanganiso zequmrhu labo sebephumelele, kodwa xa engekho amalungu akhoyo aya kunyula omnye kuwo njengosihlalo wentlanganiso leyo.

4.4.2 Zonke iintlanganiso zequmrhu labo sebephumelele eTechnikon, ziya kubanjelwa eTechnikon.

4.4.3 Amalungu equmrhu labo sebephumelele ayakuhlangana kanye ngonyaka ubuncinane.

4.4.4 Intlanganiso yamalungu equmrhu labo sebephumelele ingabizwa ngusihlalo ngalo naliphi na ixesha alibona lifanelekile, iya kubizwa nguye, okanye, ukuba ayibizwanga nguye, ibizwe ngunobhala ngokwesicelo esibhaliweyo esisayinwe ngamalungu angama-20 ubuncinane, sibeka ngokwezindululo ezingqalileyo zemcimbi ekuza kuthethwa ngayo kuloo ntlanganiso.

4.4.5 Isaziso sentlanganiso yequmrhu labo sebephumelele, sinesicwangcisonkqubo, siya kuthunyelwa kwilungu ngalinye lequmrhu elo kwiintsuku eziyi-14 ubuncinane phambi kwentlanganiso.

4.4.6 Ikhoram nenkqubo

(a) Amalungu angama- 20 equmrhu labo sebephumelele aya kwenza ikhoram.

(b) Inkqubo ezintlanganisweni zebhunga iya kuqhuba ngokufanayo nakwiintlanganiso zequmrhu labo sebephumelele.

4.4.7 Imizuzu yeentlanganiso zequmrhu labo sebephumelele, ingqiniwe ngokusemthethweni ngusihlalo nonobhala, iya kunikezelwa ngunobhala kwiBhodi yabafundisi-ntsapho nakwiBhunga.

4.4.8 Ummeli wabasebephumelele kwibhodi

Xa kusonyulwa ummeli wabasebephumelele ekuthethwe ngaye kwisiqendu 9 (2) (e) soMmiselo okubekwe kumhlathana 4.3.2, 4.3.3, 4.3.4 no 4.3.5 kuya kuqhuba ngokufanayo.

5. ABANIKELI**5.1 Indlela yokunyulwa kwamalungu angabanikeli**

- 5.1.1 Ngalo lonke ixesha kufuneka abanikelo benyule umntu njengelungu leBhunga njongoko kucacisiwe kumthetho we-9(2)(f) woMmiselo. Unobhala webhunga uya kuthi ngesaziso esibhaliweyo saza saposwa kwiintsuku eziyi - 90 phambi komhla obekwe nguye wolo-nyulo kwanakhybg eBhunga, ameme abo banikeli, ukuze bakhethe ngokubhala umlingwa oza konyulwa abe lilungu lebhunga.
- 5.1.2 Igama lalowo ukhethiweyo liya kugqithiselwa kunobhala webhunga kwiintsuku eziyi - 60 ubuncinane phambi komhla okhankanyiweyo kwisiqendwana 5.1.1
- 5.1.3 Ukuba inani labazigqatsileyo alingaphezulu kwinani lezithuba ezikhoyo, unobhala weBhunga uya kubabhengeza abo bazigqatsileyo ngengabonyuliweyo ngokusemthethweni.
- 5.1.4 Ukuba kukhethwe inani elingaphezulu kwelo lifanele ukunyulwa, unobhala weBhunga uya kuthi kwiintsuku ezingama - 30 ubuncinane phambi komhla okhankanywe kwisiqendwana 5.1.1, athumelele abanikeli amaphepha okuvota anamagama abo bonke abalingwa bebekwe ngokolandelelwano lwe-alfabhethi.
- 5.1.5 Umnikeli uya kuvumeleka uku avote kanye, aphinde avote kube kanye emva kwesixamali esingama -R5,000 ngaphezu kwe - R5,000 enikelwe iTechnikon okanye loo umnikelo kwiTechnikon okhutshwe ngezavenge eziqingqiweyo xa lingeqqithanga ithuba leminyaka emine unikezelwe loo mnikelo. Eso sithuba seminyaka emine siya kuqala ukusuka kumhla wokufunyanwa kwesavenge sokuqala sentlawulo okanye umnikelo, kwaye inani leevoti ezifunyenwe ngolu hlobo aliya kuba ngaphezulu kwe - 50 kumnikeli ngamnye: Oku kuxhomekeke ekubeni umnikeli uya kuba nevoti ngokubhekiselele kwi-minikelo eyenziwe kwinyaka emine phambi kolo nyulo.
- 5.1.6 (a) Iphepha levoti liya kubuyiselwa kunobhala weBhunga lithunyelwa ngeregisita.
(b) Iphepha levoti elifunyenwe ngunobhala okhankanywe kwisiqendwana 5.1.1 aliya kusebenza.
- 5.1.7 Kulo naluphi na unyulo, unobhala webhunga uya kusebenza njengomvotisi enabancedisi ababini abakhethwe yiNqununu.
- 5.1.8 Unobhala weBhunga uya kumthatha njengoyulwe ngokusemthethweni umntu ofumene elona nani liphezulu leevoti xa zithe zalingana iivoti. Isiphumo ziya kwenziwa ngeyakhe ivoti aya kuyenza bekho abaya babini kuthethwe ngabo kwisiqendwana 5.1.7.

6. IBHUNGA LABAMELI BABAFUNDI

- 6.1 IBhunga labameli babafundi liya kwakhiwa ngamalungu angekho ngaphezu kwama - 21 kunye ne - 14 yamalungu ubuncinane.
- 6.2 (a) Ixesha lolawulo leBhunga labameli babafundi liyakuba ngunyaka omnye; oku kuxhomekeke ekubeni amalungu eBhunga labameli babafundi banakho uku-phinda bonyulwe.
- (b) Amagama abo bazigqatsele kwizikhundla zeBhunga labameli babafundi mawabhalwe ngokupheleleyo, iidilesi zabo, intsayino-gama yomphakamisi, intsayino-gama yabaxhasi-mphakamisi ababini, kwakunye neleta ebhaliweyo ngumgqatswa evuma ukuba ukulungele ukunyulelwa isikundla eso: Oku kuxhomekeke ekubeni umgqatswa, umphakamisi nomxhasi-mphakamisis bangabafundi ababhaliweyo njengoko kucingiwe kumhlathana (c) ongezantsi.
- (c) Umfundi unelungelo lokuvota ukuba ubhaliswe eTechnikon ithuba elingangeekota ezimbini zeTechnikon, okanye kwithuba elingaphambili ubebhalisiwe eTechnikon ithuba elingangeekota ezimbini zeTechnikon, kwaye uphinde wahlaziya.
- (d) Ulonyulo luya kubanjwa ngevoti efihlakeleyo kwithuba lesiqingatha sesisibini sonyaka ngamnye.
- (e) Igosa lovoto elichongwe yiNqununu liya kuchophela ulonyulo lweBhunga labameli babafundi.

- (f) Ibhunga labameli babafundi, phantsi kokuchotshelwa ligosa lovota, liya konyula kulo uSihlalo, Sekela-sihlalo, uNobhala noNondyebo weBhunga labameli babafundi.

6.3 Ibhunga labameli babafundi, liya kuthi ngeendlela zonke ligcine, likhuthaze iimfuno zeTechnikon kwakunye nobuni babafundi, kwaye liya kuphakamisa, landise ubunye, ubulungisa kwakunye nenzolo phakathi kwabafundi ngokubanzi.

6.4 Ibhunga labameli babafundi liya kuba lelona qumrhu liphezulu lamagunya kubafundi ngokubanzi.

7. IIMFUNO ZOMSEBENZI

7.1 Iimfuno ngokubanzi

7.1.1 Iimfanelo zabasebenzi

- (a) Iimfanelo zomsebenzi ngamnye wase Technikon ziya kuqingqwa liBhunga.
- (b) Imisebenzi yemihla ngemihla yabafundisi-ntsapho, iya kuquka ukufundiswa nokuva abafundi, ukwandisa ulwazi kwelo sebe akulo ngokwenza uphando noku-papasha iincwadi, kuncediswane ekuphatheni isebe elo, ukugada abafundi ngexesha leemviwo, ukuthabatha inxaxheba kwimicimbi esemthethweni yeTechnikon, kuquka naleyo yebhodi yabafundisi-ntsapho nezinye iikomiti athe wonyulelwa kuzo.
- (c) Imisebenzi yemihla ngemihla yabasebenzi abakwicandelo lolawulo iya kuhamba ngokwemigqaliselo yemisebenzi yezikhundla zabo njengoko kugqityiwe yiNqununu.
- (d) Ibhunga okanye iNqununu inokufuna umsebenzi wethutyana enze imisebenzi engeminye ngaphandle kwaleyo imiselweyo.

7.1.2 Ukuqeshwa nokuqesha kwisikhundla sobulingwa

- (a) Akukho mntu uya kuqeshwa, atshintshwe okanye ayuselwe kwisikhundla njengomsebenzi nokuba ungumlingwa wesikhundla esisigxina, esemvumelwano okanye esesithutyana ngaphandle kokuba loo mntu:
 - (i) Uyazanelisa iimfuno zengqesho njengoko kubekiwe liBhunga.
 - (ii) Unokunika isiqinesikiso esiya kulanelisa iBhunga sokuba akanasifo okanye isigulo somzimba okanye esengqondo esinokuphazamisana nomsebenzi wakhe eTechnikon phambi kokuba afikelele kumhlala-phantsi okhankanywe kwisiqendu 11.1.5 woMmiselo.
- (b) Ibhunga linokufuna ukuba umsebenzi afumane uxilongo kugqirha ovunyiweyo kwenye inkcitho, enxulumene nolu xilongo iya kuxhomekeka kwiBhunga, konke oku kuxhomekeke ekubeni umsebenzi oza kuxilongwa usenakho ukuzifunela ugqirha wakhe abekho xa exilongwa.
- (c)
 - (i) Igunya lokuqesha, ukutshintsha nokunyusela umsebenzi elikhankanywe kumhlathan (a) iya kuba leleBhunga, okanye iNqununu, nalapho xa igunyaziswe liBhunga.
 - (ii) Ukuqeshwa njengomsebenzi osisigxina kuya kuba bubulingwa isithuba seenyanga eziyi - 12: oku kuxhomekeke ekubeni iBhunga linokuvuma ukuba umsebenzi angatshintshwa, etshintshelwa kwesinye isikhundla okanye anyuselwe engumlingwa: oku kuxhomekeke nasekubeni loo msebenzi usisigxina unokutshintshwa okanye anyuselwe njengomlingwa isithuba esingaphantsi kweenyanga eziyi - 12, oku kuxhomekeke ekubeni elo thuba lidibene nexesha lobulingwa nelokuqeshwa kwesiya sithuba singaphambili aliya kuba ngaphantsi kwethuba eligqitywe liBhunga.
- (d)
 - (i) Kwitizithuba eziqinqiweyo ezingengaphezulu kweenyanga ezintathu, ophe- theyokwelo sebe laloo msebenzi ungumlingwa, uya kungenisa iingxelo kwi-nqununu malunga nenkqubo yomsebenzi lowo emsebenzini wakhe.

- (ii) Umsebenzi ongumlingwa uya kuxelelwa ngeziphene ezikhoyo kumsebenzi wakhe: oku kuxhomekeke ekubeni umphathi wesebe elo okanye umsebenzi unokucela icebiso okanye ukufundiswa ukuncedisa ekuphuculeni umsebenzi wakhe, oko kuxhomekeke nasekubeni, iingxelo ngenkqubo yomsebenzi ngexesha leengcebiso okanye lokufundiswa ziya kunikezelwa kwiNqununu.
- (e) Ukuba umphathi womsebenzi lowo usisigxina neNqununu baqinisekisa ukuba ngexesha lobulingwa umsebenzi lowo ubekhuthale nesimo sakhe sisanelisa nokuba usifanele eso sithuba somsebenzi iBhunga linokuqiniseka ingqesho, utshintsho okanye unyuselo ukuba umsebenzi uzanelisile zonke iimfuno ezilindelekileyo zengqesho, utshintsho nonyuselo.

7.1.3 ***Ukuqala umsebenzi; umhla wokuqala kwentlawulo***

- (1) Umsebenzi uya kuhlalulwa ukusukela kumhla wokuqala kwakhe umsebenzi: oku kuxhomekeke ekubeni, iBhunga ngokucetyiswa yinqununu linokugqiba ngemihla yokuqalwa komsebenzi ingelulo usuku lokuqala kwentlawulo.
- (2) Ukuba amntu ebengumsebenzi we Technikon njengomfundisi-ntsapho wethutyana ukusukela ngomhla wokuqala wekota yase Technikon okanye ikota ngokwekhalenda, uphinde waqeshwa ukusukela kumhla okwimihla emine yokuqala yekota elandelayo ye Technikon, kwaye uqale umsebenzi ngalo naluphi na usuku oluloly hlobo, unokuyifumana intlawulo yakhe ngeholidi ephazamisayo ye Technikon, kwaye ingqesho yakhe iya kuthathwa njengengakhange iphazamiseke.

7.1.4 ***Intlawulo nonyuso-ntlawulo***

Intlawulo nonyuso-mivuzo zihlawulwa ngokwemigqaliselo emiselwe amanqanaba onke emisebenzi ngokovavanyo oluphunyezwe iBhunga.

7.1.5 ***Ukwenziwa kweminye imisebenzi ngabasebenzi***

- (a) Ibhunga linokugqiba ekubeni umsebenzi unokwenza umsebenzi ongaphezu kwalowo awunikiweyo okanye umsebenzi osecaleni ongayikuthatha ngaphezulu kweeyure ezingaphezu kwesithandathu ngeveki.
- (b) Ngokulawulwa yimigaqo yomthetho onxulumene noburhwebi weBhunga, umsebenzi akayi kwenza nawuphi na umsebenzi ofana nalo msebenzi wakhe wase Technikon ngeenjongo zokhuhlalulwa, ungaqalanga uphunyezwe ngabaphathi be Technikon.

7.1.6 ***Ukwamkelwa kwezipo, intlawulo ngomsebenzi owenziweyo, imali kunye nomvuzo***

Ngaphandle kokuba kulungiselelwe ngolunye uhlobo kwisivumelwano sengqesho yakhe:

- (i) Umsebenzi akayi kwamkela sipo, intlawulo nokuba yeyalo naluphi na uhlobo ayinikwayo ngumntu wangaphandle ngesizathu sokuba engumsebenzi okanye ebambe isikhundla eTechnikon; ngaphandle kwemvume yeBhodi; kwaye
- (ii) Umsebenzi engayi kwamkela okanye abange ntlawulo okanye umrhumo osisibonelelo (ingeyiyo intlawulo yeTechnikon ngomsebenzi wakhe) kwaye uya kuxelela iBhodi ngeso sipo okanye umrhumo: oku kuxhomekeke ekubeni kwiimeko ezizodwa iBhunga linakho ukuyivumela loo ntlawulo okanye umrhumo.

7.1.7 ***Isibonelelo sentlawulo kaGqirha***

- (i) Ibhunga liya kubabonelela abaqeshwa balo ngesibonelelo sentlawulo kagqirha.
- (ii) Ibhunga liya kuphefumlelana nabaqeshwa phambi kokuba kwenziwe isigqibo ngohlobo lwesibonelelo-ntlawulo sikagqirha, iqumrhu eliza kunikezela esi sibonelelo, nemali eza kuhlalulwa.
- (iii) Ubulungu besibonelelo-ntlawulo sikagqirha buya kuqala ngomhla wokuqala wenyanga elandela inyanga aqalisa ngayo umsebenzi/umqeshwa, loo nto ixhomekeke ekubeni iBhunga lisenokugqiba ngolunye usuku lokuqalisa kwesi sibonelelo kubasebenzi abathile.

7.1.8 *limvumelwano zeemali zabucala*

- (1) Umsebenzi akayi kuba nenxaxheba nakuluphi na uhlobo lwesithembiso esisayiniweyo sokubhatala imali ngeenjongo ezikrokrisayo, oko kuxhomekeke ekubeni iBhunga liya kunika imvume ebhaliweyo yokuba kuphunywe kulo mthetho walo mgaqo, ukuba ithe yazanelisa ngophando ukuba esi sivumelwano saba bantu sicetywayo senziwa ngezizathu ezamkelekileyo ezingadibananga nokuthengisa ngeenjongo zenzuzo, ukudlala ngemali ngeenjongo zokuzuza noxa usenokungaphumeleli okanye izenzo ezingekho mthethweni ezinokukhokelela ekuhlazekeni komsebenzi ngenxa yokoyiswa kukuhlawula ezi mali; oku kuxhomekeke nasekubeni loo mvume ayiyi kunikwa abasebenzi ababini.
- (2) Umsebenzi/umqeshwa akasayi kuboleka mali kumsebenzi osikhundla singaphantsi kwesakhe apho eTechnikon.
- (3) Ukuba kucacile ukuba umsebenzi lo usematyaleni ngokuziintloni, okanye utshonile, okanye anikezele izinto anazo kubantu anamatyala kubo, okanye ukuba uwiselwe isigwebo ngokwasemthethweni ngokutshona, uya kunika iBhunga inkcazelo ezeleyo ngamatyala akhe, ecacisa nendlela awenzeka ngayo la matyala, ukuba iBhunga lifuna kanjalo.
- (4) Umsebenzi akasayi kunikezela ngomvuzo wakhe wonke okanye isixa sawo ngaphandle kwemvume yeNqununu.

7.1.9 *lincwadi ezifihlakeleyo ezimalunga nabasebenzi*

Zonke iincwadi, iifayili neembalelwano ezimalunga nantoni na enokwenziwa ngokubhekiselele kulo mthetho, kwaye zizezeTechnikon, ziya kuba zezisekhusini: oku kuxhomekeke ekubeni umsebenzi okanye ummeli wakhe wasemthethweni uya kuthi avumeleke ukuba aphengulule ifayili yakhe, kwaye avumeleke ukuba agqithisele ikope zezo ncwadi kwinkundla yamatyala ezibhekiselele kwingqesho yakhe yeTechnikon, oku kuxhomekeke nasekubeni umsebenzi uya kuba nelungelo lokuziphengululaezo ncwadi, iifayili nembalelwano njengoko kuya kuba kufanelekile ngokomsebenzi wakhe.

7.1.10 *Intobeko*

- (1) Ngokuxhomekeke kwimithetho ekwiziqendwana (2) no (3) apha ngezantsi, umsebenzi uya kuthobela ngokungakhethiyo imiyale lo ayinikwa ngumntu ofanelekileyo ukwenza njalo.
- (2) Umsebenzi uya kuphendula ngokucacileyo kumbuzo osemthethweni athe wawubuzwa ngumntu ofanelekileyo ukuba awubuze: oku kuxhomekeke ekubeni umsebenzi akayi kunyanzeleka ukuba anike impendulo eza kumfaka amatyaleni.
- (3) Umsebenzi unokunyanzelisa ukuba umyalelo ekuthethwe ngawo apha ngasentla (1) mawuphindwe ngokubhaliweyo, kwaye unokucela inqununu iwuphendle loo myalelo, loo nto ixhomekeke ekubeni unokucela ukuba isigqibo sigqithiselwe kwiBhunga ukuba siphinde sikhangelwe ukuba akaneliswa sisigqibo senqununu.

7.1.11 *Inkqubo yezikhalazo*

- (1) Ibhunga liya kuthi ngokubonisana nabasebenzi lenze inkqubo eya kuthi ijongane nezikhalazo abasebenzi abanqwenela ukuba zikhangelwe.
- (2) Nabaphi na abasebenzi be Technikon baya kuba nelungelo kuloo nkqubo.

7.1.12 *lingxelo ngabasebenzi neentetho ezingathandekiyo*

- (1) Ngamaxesha ngamaxesha iBhunga eliya kuthi lifune ngawo, ingxelo ebhaliweyo iya kwenziwa ingeniswe yinqununu malunga nomsebenzi lowo.
- (2) Ukuba kubekho intetho engathandekiyo ethe yenziwa ngumsebenzi kuyo nayiphi na incwadi efanele ukuba igcinwe kwifayili yakhe, ifanele ukuba umsebenzi eyibonisiwe, kwaye kufuneka:
 - (a) Ayisayine incwadi leyo;
 - (b) Abizwe ukuba aphenidule ngencwadi ebhaliweyo.

- (3) Incwadi eneentetho ezingathandekiyo ngomsebenzi kunye nommeli womsebenzi kufuneka iphinde isayinwe ngumphathi wakhe, igcinwe kwifayili yakhe, oku kuxhomekeke ekubeni umphathi waloo msebenzi unokuyalela ukuba isuswe loo ntetho ingathandekiyo, ukuba uyibona ingamkelekanga.
- (4) Ukususwa kwale ntetho ingamkelekanga elapha kwisiqendu sesi – 3 ngasentla, kufanele ukuba kwaziswe kumsebenzi lowo ngencwadi ebhaliweyo.
- (5) Apho kwenziwa uphando ngesimo somsebenzi kwaye olo phando lukhokhelele ekubeni umsebenzi amangalelwe ngokuziphatha kakubi ngokubhekiselele kwisiqendu 11.1.11, seMimiselo, ubungqina obufunyenweyo kolo phando buya kuba bobufihlakeleyo; oku kuxhomekeke ekubeni olo phando alukhokheleli ekubekeni ityala ngokuziphatha kakubi. Ulwazi olufunyenwe kolo phando aluyi kufakwa kwifayili yomsebenzi, ngaphandle kokuba imigqaliselo yeziqendwana (1) no (2) ilandelwe.

7.1.13 **linkcukacha emaziqatshelwe ngomntu**

- (1) Umsebenzi uya kwazisa inqununu ngezi zinto zilandelayo:
 - (a) Indawo ahlala kuyo;
 - (b) Inombolo yemfonomfono yakhe yasekhaya (ukuba unayo);
 - (c) Nayiphi na inguqu kwimo yakhe yomtshato okanye ku (a) okanye u (b) ngasentla.
 - (d) Inguqu kwini labantwana bakhe.
 - (e) Inguqu kuzo naziphi na iimeko ezinokuchaphazela isibonelelo-ntlawulo kagqirha, okanye irhafu ethatyathwa kumvuzo wakhe.
- (2) Inqununu iya kuyalela ukuba zibhalwe zigcinwe zonke ezi nkcukacha zingasentla apha.

7.1.14 **Ukuthabatha inxaxheba kwezopolitiko neminye imisebenzi**

- (1) Umsebenzi akayi kusebenzisa ubulungu bakhe boburhulumente wengingqi, iBhunga ledolophu, iBhunga likaMasipalathi, iBhunga lelali, ikomti yezempilo, ikomiti yezolawulo, ikomiti ecebisayo, umaziphathe wenqila, ibhodi yezikolo, ibhodi yesibhedlele, buphazamisane nangayiphi na indlela nomsebenzi wakhe.
- (2) Ukuba kuthe kwavela ingxwaba-ngxwaba phakathi kweBhunga nawo nawuphi na umbutho okhankanywe kwisiqendwana (2) (a) apha ngasentla, umsebenzi olilungu laloo mbutho akayi kuthabatha nxaxheba kwingxoxo okanye avote kuloo ngxwaba-ngxwaba.
- (3) Ukuba ngokweembono zeBhunga, umsebenzi uthe ngobulungu bakhe kuwo nawuphi na umbutho kule ikhankanywe kwisiqendwana (2) (a) apha ngasentla, buthe baphazamisana nesikhundla sakhe nokufaneleka kwakhe njengomsebenzi, iBhunga linokumnqanda ekubeni athabathe inxaxheba kwiinkqubo zaloo mbutho, unkongeza kuwo nawuphi amanyathelo anokuthatyathwa ngokwalo mmiselo, kwaye linokumyalela ukuba arhoxe kuloo mbutho ngexesha eliqingqiweyo.

7.1.15 **liveki zokusebenza neeyure ezisemthethweni zokuphangela nokuthabatha imiyalelo**

- (1) Iindidi ezahlukeneyo zabasebenzi beTechnikon ziya kulandela inani leeyure zokusebenza ngeveki njengoko kugqitywe iBhunga.
- (2) Inqununu, ngokubonisana nabo, iya kuqingqa iiyure ezisemthethweni zokuphangela kwabasebenzi, kwaye iya kuqinisekisa ukuba ziyathotyelwa ezo yure.
- (3) Ingaphikisani neenjongo zale mithetho ingasentla, inqununu ingayalela umsebenzi ukuba asebenze ngokusemthethweni nangaliphi na usuku lweveki okanye nangaliphi na ixesha lemini okanye lobusuku ukuba aye kwindawo yakhe yokusebenzela, okanye naphi na ke, loo nto ixhomekeke ekubeni umsebenzi lowo uyavuma.
- (4) Umsebenzi
 - (a) Uya kuthi ngethuba lakhe lokuphangela elisemthethweni okanye ngeeyure ezongezelelweyo zokusebenza, aqwalasele ngokupheleleyo imisebenzi ayinikiweyo, kwaye;

- (b) akayi kungabikho emsebenzini ngaphandle kwemvume yenqununu okanye umntu obekwe yinqununu, awathabathe amaxesha ongezelelweyo omsebenzi.
- (5) (a) Ukuba umsebenzi ngamaxesha asemthethweni omsebenzi akekho emsebenzini wakhe ekwikhefu alinikwe ngokwale mithetho, okanye ngenxa yezinye iimeko ezamkelekileyo kwiBhunga, uya kuthathwa ngokuba ebesemsebenzini ngelo xesha angekhoyo kwezo ntsuku ziseleyo zeveki.
- (b) Iiyure ezisemthethweni zokuba semsebenzini eziqingqelwe umsebenzi ngokubhekisele kolo suku ngalunye:
 - (i) Ezingemini yeholide ngokubhekiselele kumsebenzi ongadli ngakusebenza ngolo suku, okanye;
 - (ii) Ezingosuku afanele ukuba akhululwe ngalo emsebenzini ngokubhekiselele kuzo, kumsebenzi odla ngokusebenza ngosuku lweholide kawonke-wonke, uya kuqwalaselwa ngeenjongo zokugqibezela umsebenzi wakhe weveki.

7.2 **Ikhefu neembonelelo zekhefu**

7.2.1 **Ukuhlulwa kweeholide zekhefu**

- (1) Ukungabikho emsebenzini ngekhefu kwahlula-hlulwa phantsi kwezi zihloko zilandelayo:
 - (a) Iintsuku zekhefu ezingakhuliyo;
 - (b) Iintsuku zekhefu ezikhulayo ngokweminyaka engaphambili;
 - (c) Ikhefu lokugula elihlawulelwa umvuzo opheleleyo;
 - (d) Ikhefu lokugula elihlawulelwa isiqingatha somvuzo;
 - (e) Ikhefu lokugula elingahlawulelwayo;
 - (f) Ikhefu lokugula elilodwa elihlawulelwa umvuzo opheleleyo;
 - (g) Ikhefu lokugula elilodwa elihlawulelwa isiqingatha somvuzo;
 - (h) Ikhefu lokugula elilodwa elingahlawulelwayo;
 - (i) Ikhefu elilodwa elihlawulelwa umvuzo opheleleyo;
 - (j) Ikhefu elilodwa elingahlawulelwayo;
 - (k) Ikhefu okanye imvume yokungabikho ngeenjongo zokuya kufunda.
- (2) Ukungabikho emsebenzini ngaphandle kwemvume kuya kuthatyathwa njengekhefu elilodwa elingahlawulelwayo, ngaphandle kwamanyathelo oluleko anokuthatyathwa kumsebenzi lowo, ngaphandle kokuba iBhunga ligqibe ngolunye uhlobo.
- (3) Iintsuku eya kuthi iTechnikon ivale ngokusemthethweni ngazo ngamaxesha eeholide ziya kuthatyathwa ngokuba likhefu eliintsuku zingakhuliyo ngokulandelelana kweminyaka, kwaye ziya kuthatyathwa kwiintsuku zekhefu zakhe ezingakhuliyo.

7.2.2 **Ukwahlula-hlulwa kwabasebenzi ngokweenjongo zekhefu**

- (1) Abasebenzi baya kwahlula-hlulwa ngokwezi ndidi zilandelayo, ngeenjongo zokulungiselela ikhefu, kwaye baya kunikwa ikhefu njengoko kufanelikile:

UDIDI -A

Abafundisi-ntsapho nenqununu namasekela-nqununu belawulwa yimithetho yoMmiselo:

- (2) (a) *Ikhefu eliintsuku zingakhuliyo elihlawulelwa umvuzo opheleleyo*

Ngokwamaxesha aqingqwe iBhunga ngeeholide zeTechnikon, angegqithiyo kwiintsuku ezingekho ngaphezulu kwe - 56 ngonyaka xa ingqokelela seyiyonke; oke kuxhomekeke ekubeni iintsuku aziyi kuba ngaphantsi kweentsuku ezikhankanywe kwisiqendu (b) (i); kuxhomekeke nasekubeni iBhunga linokuvuma ukuba elo khefu lingathathwa lonke, okanye isiqingatha salo ngamaxesha angengawo aweeholide zeTechnikon oku kunokwenzeka kwiimeko ezizodwa, kwaye kuqwalaselwa nemisebenzi vabasebenzi abathile.

(2) (b) *Ikhefu lokugula*

Kumjikelo ngamnye lihamba nentlawulo epheleleyo, iintsuku ezingama - 90 kumjikelo ngamnye lihamba nesiqingatha sentlawulo-iintsuku ezingama - 90.

(3) *Ikhefu elineentsuku ezikhulayo ngokuhamba kweminyaka*

Iintsuku ezingama - 20 ngonyaka zihlawulelwa umvuzo opheleleyo eziya kongezeleleka ngenyanga nganye ethe yaphela umntu esemsebenzini.

(4) *Ikhefu okanye imvume enikelelwa ngeenjongo zokufunda*

Iintsuku ezingama - 20 ngonyaka ezinokudityaniswa neentsuku zekhefu elineentsuku ezikhulayo ngeenjongo zokuya kufunda okanye ukuya kwenza uphando njengoko zinokuvunywa liBhunga.

UDIDI - B

Abasebenzi abakwicandelo lezolawulo abalawulayo (kuquka uMphathithala leencwadi):

(3) (a) *Ikhefu elieentsuku ezingakhuliyo elihlawulelwa umvuzo opheleleyo ngamaxesha avunywe libhunga, angabi ngaphezulu kweentsuku ezingama - 28.*(b) *Ikhefu lokugula - kumjikelo ngamnye onentlawulo epheleleyo iintsuku zingama - 90 kumjikelo ngamnye onesiqingatha sentlawulo iintsuku zingama - 90.*(c) *Ikhefu elineentsuku ezikhulayo—*

Iintsuku ezingama - 20 ngonyaka ezibhatalelwa intlawulo epheleleyo eziya kukhula ngenyanga nganye ephelileyo esemsebenzini.

(d) *Ikhefu okanye imvume eneenjongo zokuya kufunda*

Iintsuku ezingama - 20 ngonyaka zingadityaniswa nekhefu elineentsuku ezikhulayo ngokuhkiselele kwizifundo ezinokuvunywa yinqununu.

UDIDI - C

Abasebenzi becandelo lezolawulo, elethala leencwad, (oko kuquka amasekela-baphathi, abalawuli bamacandelo noonobhala) abeLebhu, abendawo enoomatshini bokusebenza, nabacedisi ingengabo abo kuthehtwa ngabo kudidi - D:

(4) (a) *Ikhefu elineentsuku ezingakhuliyo elinentlawulo epheleleyo.*

Ngokubhekisele kuloo maxesha avunyiweyo liBhunga angabi ngaphezulu kweentsuku ezingama - 28 ngonyaka.

(b) *Ikhefu lokugula*

Kumjikelo ngamnye ohlawulelwa ngokupheleleyo iintsuku ezingama - 90.

Kumjikelo ngamnye ohlawulelwa isiqingatha somvuzo iintsuku ezingama - 90.

(c) *Ikhefu elineentsuku ezikhulayo*

Iintsuku ezingama - 20 ngonyaka ezihlawulelwa umvuzo opheleleyo eziya kukhula ngenyanga nganye egqityiweyo esemsebenzini.

(d) *Ikhefu/imvume eyenziwe ngeenjongo zokufunda*

Iintsuku ezili 20 ngonyaka zingadityaniswa nezekhefu elikhulayo ngokubhekiselele kwizifundo ezinokuvunywa yinqununu.

UDIDI - D

Abasebenzi ngokubanzi, abasebenzi abakwisebe lobugcisa, abasebenzi abakwicandelo lokulungisa izinto ezonakeleyo nabasebenzi nje, ngaphandle kwabo abameko yengqesho yabo iqulunqwe ngokwezigqibo zemvumelwano zamashishini okanye zengqesho, abalindeleke ukuba babesemsebenzini ngamaxesha eeholide zeTechnikon nangona kuyekiwe ukuhlolwa neTechnikon ivaliwe:

(5) (a) *Ikhefu lokuphumla elinentlawulo epheleleyo*

Ngokwamaxesha avunywe iBhunga angadluliyo kwiintsuku ezingama - 20 onyaka equkaniswe onke: Oku kuxhomekeke ekubeni eli xesha aliya kuba ngaphantsi kweentsuku ezingama - 28, kuxhomekeke nasekubeni, zingaphikisani nale mithetho, iBhunga linokuthi ngokubona kwalo liziguqule iintsuku ezinokuya kiwshumi elinesine ngonyaka ngamnye, zibe likhefu elineentsuku ezikhulayo.

UDIDI - E

(e) Amalungu abasebenzi besiqhelo angamagcisa nabasebenzi bolondolozo nabasebenzi besiqhelo ekufuneka besemsebenzini ngeentsuku zeholide zeTechnikon nangona iTechnikon ivalile:

(1) Iintsuku zekhefu ezingakhuliyo ezinentlawulo epheleleyo zexesha elivunywe yiBhodi ngokomlinganiselo weentsuku ezingadlulanga kuma - 30 zonyaka: Oku kuxhomekeke ekubeni kungaphikiswananga nale mithetho, iBhunga lingathi ngokubona kwalo litshintshe ukuya kwiintsuku ezilishumi elinambini ezikwezo ntsuku zekhefu zonyaka zibe ziintsuku ezikhulayo.

(2) Ikhefu lokugula:

Kumjikelo ngamnye onentlawulo epheleleyo ziintsuku ezingama — 90.

Kumjikelo ngamnye onesiqingatha sentlawulo ziintsuku ezingama — 90.

(f) Kungaphikiswana nale mithetho, ikhefu elilodwa linentlawulo okanye lingenayo linokunikwa umsebenzi iBhunga.

(g) Ikhefu elineentsuku ezikhulayo apho umsebenzi aneentsuku ezibalelwa kuye, ngomhla woku - 1 kuJanyuwari wonyaka ngamnye, liya kubhalwa ligcinwe kwirejista yekhefu, kwaye ukubhalwa phantsi kwezo ntsuku, inxenye yosuku iya kubalwa njengosuku olupheleleyo.

(h) Ukuba umsebenzi utshintshiwe kwisikhundla sakhe wasiwa kwesinye, kwaye olo tshintsho lwenze ukuba kubekho utshintsho nakuhlelo lweeholide zekhefu lakhe, okanye, ukuba ngaso nasiphi na isizathu esingesiso sokutshintshwa kwakho, usuke kolunye udidi lwekhefu waya kolunye:

(i) Uya kuzigcina ezo ntsuku abenazo zekhefu elikhulayo ngexesha ebeqeshwe kudidi olo lwangaphambili

(ii) Amalungelo ekhefu olu didi lutsha akulo uya kuwaxhamla naye ukusuka kumhla wokuqala wenyanga aqalise ngayo kweso sikhundla sitsha.

(i) Iintsuku ezingasetyenziswanga zekhefu elingakhuliyo zaloo nyaka uthile ziya kuphelelwa ekupheleni kwaloo nyaka, kwaye aziyi kugqithiselwa kunyaka olandelayo.

7.3.2 *Ikhefu njengelungelo elilodwa*

(1) Onke amathuba ekhefu ngaphandle kwekhefu lokugula ukuvunywa kwawo kuya kuxhomekeka kwiingxaki zeTechnikon.

(2) Ikhefu alinakuthathwa njengelungelo, kwaye xa umsebenzi eyeka ukusebenza eTechnikon nangaluphi na uhlobo, amathuba akhe ekhefu aya kuphelelwa ngosuku lwakhe lokugqibela esebenza eTechnikon, kwaye akanakufumana ntlawulo ngeentsuku zeholide angazisebenzisanga; oku kuxhomekeke ekubeni izigqibo zesi siqendu aziyi kunqanda—

(a) Ukuhlawulwa kwamalungelo ekhefu ngokwesiqendu 7.2.16.

(b) Ukubuyiselwa kweentsuku zekhefu ngokweemeko ezichazwe kwimithetho yeTechnikon.

7.2.4 *Iintsuku zokuphumla*

Usuku Lokuphumla aluyi kuthathwa njengosuku lwekhefu, kwaye aluyi kubhalwa njengekhefu nakwirejista yokubhala iintsuku zekhefu; oku kuxhomekeke ekubeni—

(a) Usuku lokuphumla nokuba zimbini okanye ngaphezulu zilandelelana ezidibene kwiintsuku zakhe zekhefu, ziya kuthathwa ngokuba likhefu ngokufanayo, nezo zekhefu ngokohlelo lwamaxesha ekhefu olukwisiqendwana 7.2.1 njengekhefu elandulela okanye elilandela ezo ntsuku zokuphumla.

- (b) Ukuba umsebenzi obiziweyo ukuba eze emsebenzini ngosuku lokuphumla utha akaphumelelea ukuza, olo suku lokuphumla luya kuthathwa njengekhefu elilodwa elingahlawulelwayo, ngaphandle kokuba uthintelwe ukuza emsebenzini ziimeko ezamkelekileyo kwiBhunga.

7.2.5 Ukuvunywa nokurhoxiswa kwekhefu; amaxwebhu okucela ikhefu, neerejista zekhefu

- (1) (a) Ukuvunywa kwekhefu kuya kuxhomekeka kwiBhunga; oku kuxhomekeke ekubeni iBhunga liya kunikezela kwinqununu okanye nawuphi na umphathi osisigxina amagunya okuvumela ikhefu kubasebenzi.
- (b) Ikhefu esele livunyiwe linokurhoxiswa nanini na iBhunga.
- (2) Ngaphandle kwemeko apho umsebenzi osisigxina enqunyanyisiweyo emsebenzini, okanye apho umsebenzi athe waqutyulwa kukugula, okanye ngezinye iimeko ezamkelekileyo kwiBhunga, waza akabi nakho ukuya emsebenzini, akayi kuvumeleka ukuba emke okanye angayi emsebenzini de abe wenze isicelo esibhaliweyo sekhefu, kwaye uxelelwe ukuba isicelo sakhe sekhefu samkelekile.
- (3) (a) Isicelo sekhefu siya kuba sesibhaliweyo kuxwebhu oluvunywe libhunga; oku kuxhomekeke ekubeni, eso sicelo asiya kuba yimfuneko apho umsebenzi angagunyaziswanga ukuba angangabikho emsebenzini.
- (b) Uxwebu lwesiqinisekiso sokungaphumeleli emsebenzini oluya kusebenza ukuxhasa isicelo sekhefu lokugula, luya kugqitywa libhunga ngokwezigqibo esikwisiqendu 8.2.C.
- (4) (a) Itechnikon iya kugcina irejista yekhefu yomsebenzi ngamnye, apho ukungabikho komsebenzi emsebenzini kuya kubhalwa khona ngokohlelo olukwisiqendu 7.2.1.
- (b) Zonke izicelo zekhefu ziya kugcinwa ukuze ziphicothwe, nako konke okunokufuneka e- ofisini ekugcinwa irejista yekhefu ngethuba elinokuthi ligqitywe libhunga.

7.2.6 Ukuyekwa kwekhefu ngumsebenzi ngokuzithandela

Umsebenzi onqwenela ukuqalisa emsebenzini phambi kokuba liphele ithuba lekhefu abelinikiwe phantsi kwale mithetho, akayi kukwenza oko engafumananga imvume yenqununu kuqala.

7.2.7 Ukuvunywa kwekhefu elingaphezulu kweentsuku ezifanelekileyo

Ukuba umsebenzi unikwe ikhefu elihlawulelwayo elingaphezulu kwiintsuku ezifanelekileyo ngokwale mithetho, ezo ntsuku zinokuthatyathwa kwiintsuku zakhe zekhefu ezithe zakhula emva koko : oku kuxhomekeke ekubeni iBhunga lanelisekile ukuba ezi ntsuku zingaphezulu zithatyathwe ngezizathu ezinyanisekileyo; oku kuxhomekeke ekubeni ukuba loo msebenzi uyayeka emsebenzini okanye uyekiswe phambi kokuba abe neentsuku zekhefu ezaneleyo zokuba kuthatyathwe ezi ntsuku, eso sixa sezo ntsuku zekhefu zingaphezulu kwezifanelekileyo ezingekabuyiselwa ngomhla wokuyeka kwakhe emsebenzini ziya kuthatyathwa ngokuba uhlawulwe imali engaphezulu kumvuzo wakhe, eya kuthi itsalwe kumvuzo wakhe ngokwemvume yeBhunga.

7.2.8 Ukubalwa kweentsuku zekhefu ngeenjongo zokunyuswa okanye ukulungiswa kwemivuzo

Zonke iintsuku zekhefu nezaluphi na uhlobo, nokuba zihlawulelwa ngokupheleleyo okanye isiqingatha somvuzo okanye azihlawulelwa, ziya kubalwa ngeenjongo zokulungisa imivuzo.

7.2.9 Ukuphelelwa kweentsuku zekhefu xa umntu eyeka emsebenzini

- (1) Nje ukuba umsebenzi angenise isaziso sokuyeka emsebenzini, naliphi na ikhefu elihlawulelwayo alinikiweyo liya kuphelelwa ngomhla wokungeniswa kweso saziso, okanye ukuba isaziso asibhalwanga mhla ukususela kumhla eso saziso sithe safunyanwa yinqununu, kwaye ikhefu eliceliweyo okanye ukungabikho emsebenzini

emva koko kuya kuthatyathwa njengekhefu elilodwa elingahlawulelwayo; oku kuxhomekeke ekubeni iBhunga linokungasilandeli esi siqendu apho umsebenzi ayeke ukusebenza ngeenjongo zokuya kusebenza kwenye iTechnikon okanye iziko elivunywe iBhunga; oku kuxhomekeke nasekubeni izigqibo zesi siqendu—

(a) Ziya kusebenza kuphela xa umsebenzi ethe akabikho emsebenzini ngeentsuku ezingama - 30 zokugqibela.

(b) Aziyi kusebenza—

(i) kwikhefu lokugula

(ii) kwikhefu elilodwa elivunywe ngokwesiqendu 7.4.

(iii) Ikhefu elineentsuku ezikhulayo elivunywe ngokwesiqendu 7.2.13.

(iv) Umsebenzi osisigxina wethutyana okanye ongesosigxina onesivumelwano sengqesho okanye incwadi yengqesho inomthetho othi ingqesho yakhe inokupheliswa ngesaziso seeyure ezingama - 24 ngumqeshi okanye umqeshwa kodwa athi nangona kunjalo anike isaziso sokuyeka esingaphezulu kweeyure ezingama - 24.

(2) Ukuba umsebenzi uyayeka emsebenzini, naliphi na ikhefu elilunge kuye liya kuphelelwa ngosuku oluphambi kolo lokuyeka kwakhe okanye ngosuku olugqitywe ngokwesiqendu 1 ngasentla, ukuba eso siqendu siyasebenza kuye.

(3) Isithuba sengqesho somsebenzi asiya kwandiswa ngeenjongo zokuba asebenzise ikhefu elilunge kuye.

(4) Ukuba umsebenzi obeyeke umsebenzi uphinde waqeshwa, loo ngqesho intsha iya kuthatyathwa njengokuba uqeshwa okokuqala ukulungiselela le mithetho; oku kuxhomekeke ekubeni abe ebeyeke emsebenzini isithuba esingaphezulu kwenyanga.

7.2.10 *Ulungiselelo lweemali ezongeziweyo ezivumelekileyo namalungelo engqesho ngexesha lekhefu ingelilo ikhefu elineentsuku ezingakhuliyo.*

(1) Ibhunga linokwala ukuhlawula nayiphi na imali eyongeziweyo egunyaziswa ukuba ihlawulwe umsebenzi, ngokwenza umsebenzi othile ngamaxesha ekhefu elihlawulelwayo.

(2) Ibhunga linokunika izikhokhelo ngokubhekiselele kumalungiselelo emali amakalandelwe, ukulungiselela amalungelo aqhubekayo omsebenzi anokuthi umsebenzi abe nelungelo kuwo ngexesha lekhefu elingahlawulelwayo, okanye elihlawulelwa isiqingatha somvuzo, okanye indibaniselwano yekhefu elingahlawulelwayo, elihlawulelwa isiqingatha somvuzo nelihlawulelwa umvuzo opholeleyo.

(3) Iimfanelo yokuba umsebenzi ahlawule iTechnikon ngokubhekiselele kwiimpahla azinikiweyo okanye imisebenzi ayenzelwa yiTechnikon ngamaxesha ekhefu iya kuxhomekeka kwimigqaliselo yemithetho elungiselelwe oko okanye imiyalelo enikwe iBhunga ngokubhekiselele kuloo nto.

7.2.11 *Ikhefu elibala njengekhefu*

(1) Lonke ikhefu nelaluphi na uhlobo, nokuba lihlawulelwa ngokupheleleyo okanye isiqingatha liya kubalwa ngokubhekiselele ekukhuleni kwekhefu.

(2) Kuxhomekeke ekuphonyezweni iBhunga, ikhefu nelaluphi na uhlobo, elingahlawulelwayo, liya kubalwa ngokubhekiselele ekukhuleni kwekhefu.

(3) Ikhefu elikhula ngexesha lekhefu elingahlawulelwayo, ngokomthetho okwisiqendu (2) ngasentla, aliya kunikezelwa kumsebenzi de abe uwuqalisile umsebenzi wakhe emva kwekhefu elingahlawulelwayo, loo nto iya kwenzeka kuphela ngokubhekiselele ekubeni angabikho emva kokuba eqalise umsebenzi.

7.2.12 *Ukunikezelwa kwekhefu elikhulayo*

(1) Ibhunga linokuthi nangaliphi na ixesha lifune ukuba umsebenzi athabathe isixa okanye lonke ikhefu elikhulayo elilunge kuye: oku kuxhomekeke ekubeni elona khefu lininzi anokulifumana ngokomgqaliselo okwisiqendu u (2) no (4) ngezantsi, alisayi kugqithwa.

- (2) (a) Ikhefu elikhulayo aliya kunikezelwa kumfundisi-ntsapho ngaphantsi kweekota enye ezeleyo yeTechnikon kwaye ithuba elipheleleyo eliqhubekayo lelo khefu aliya kuba ngaphezulu kweekota ezimbini zeTechnikon: Oku kuxhomekeke ekubeni iBhunga linokuthi, ngokucetyiswa yinqununu, linikezele ikhefu elikhulayo lamaxesha amafutshane.
- (b) Umfundisi-ntsapho onekota enye ubuncinane bekhefu elikhulayo elilunge kuye, kwaye enqwenela ukuthabatha ikhefu leekota ezimbini zeTechnikon, angenza isicelo esibhaliweyo sokuguqulwa kwekhefu elikhulayo elilunge kuye libe likhefu elikhulayo elihlawulelwa isiqingatha somvuzo ngokubheki-selele kwiintsuku ezimbini ezihlawulelwa isiqingatha somvuzo ngosuku ngalunye isetyenziselwe le njongo: loo nto ixhomekeke ekubeni imihla yokuqalisa neyokugqibela iya kudibana nosuku lokuqala nolokugqibela lweekota yeTechnikon; Loo nto ixhomekeke nasekubeni iBhunga lingamgunyazisa umfundisi-ntsapho ukuba nangaliphi na ixesha angalithabatha elo khefu likhulayo okanye inxenye yalo, enokuba imkhulele.
- (3) Ikhefu elikhulayo elihlawulelwa ngokupheleleyo okanye isiqingatha somvuzo ukuya kuma kwiintsuku ezi - 184 ngalo naliphi na ithuba leenyanga eziyi - 18, linokunikezelwa, kumsebenzi ongafundisiyo, kwaye ngokwesiqendwana u (4) ngezantsi ukungabikho emsebenzini ngaphezu kwalo mlinganiselo kuya kwenzelelwa ngokuthi umsebenzi lowo anikwe ikhefu elilodwa elingahlawulelwayo.
- (4) Ngokokuxhomekeka kwiziqendwana (2) no (3) ngasentla, iBhunga lingathi ukuba kukho izizathu ezivakalayo, limnike umsebenzi ongenakhefu likhulayo lilunge kuye; ikhefu elilodwa elingahlawulelwayo elingekho ngaphezulu kweekota ezimbini zeTechnikon, ukuba ungumfundisi - ntsapho, kwaye lingegqithi kwiintsuku eziyi - 184 ukuba akanguye umfundisi-ntsapho kwisithuba esiqhubekayo seenyanga eziyi - 18.

7.2.13 ***Ikhefu ngeenjongo zokufunda nokwenza uphando***

- (1) Ngeenjongo zokufunda nokwenza uphando, iBhunga lingathi, ngokwesicelo saloo mfundisi-ntsapho, nangokuthi angenise inkqubo yophando eyanelisayo, linikezele loo mfundisi-ntsapho iintsuku zekhefu elilodwa ezilingana nomvuzo ophelileyo ngokwaloo njongo.
- (2) Ikhefu ekuthethwa ngalo kumhlathana (1) liya kuba nosuku olunye lwekhefu elikhulayo ngosuku ngalunye olusetyenziswe ngeenjongo zokufunda okanye zophando.
- (3) Umsebenzi ongasinguye umfundisi-ntsapho unokulinikwa ikhefu lokufunda ngokomgqaliselo oqingqwe liBhunga.

7.2.14 ***Ikhefu elinikezelwa umntu ngemicimbi yakhe yangasese***

Kungaphikiswanga nto kule mithetho, ikhefu linokunikezelwa kumsebenzi ukumnceda ukuba enze izinto zakhe zangasese: loo nto ixhomekeke ekubeni elo khefu lihlawulelwa umvuzo ophelileyo liya kulinganiselwa inani leentsuku zekhefu elikhulayo elilunge nelungu elo, ekuqaleni kwekhefu.

7.2.15 ***Ikhefu lokuya kubeleka***

- (1) Abasebenzi ababhinqileyo, emva kokuba begqibe unyaka bengabasenzi, baya kuba nelungelo lokufumana ikhefu lokuya kubeleka elihlawulelwayo, kwaye intlawulo ayiyi kuba ngaphezulu kwe 50% yomvuzo wenyanga ophelileyo ukuthabatha iinyanga ezintathu.
- (2) Umsebenzi makathabathe ikhefu lenyanga enye ubuncinane ngaphambi kosuku ekuqikelelwa ukuba angabeleka ngalo, kunye neeveki ezi - 6 ubuncinane emva kokubeleka okanye ukufumana umntwana ongaphiliyo.
- (3) Umsebenzi uya kunika isaziso senyanga enye ubuncinane ngosuku ekuya kuqala ngalo ikhefu.

7.2.16 ***Amalungelo ekhefu***

Ikhefu elikhulayo elilunge nomsebenzi lingathi ngokugunyaziswa liBhunga lithatyathwe njengekhefu, nguloo msebenzi, okanye kungenjalo, xa umsebenzi efumana umhlala-phantsi, lihlawulwe kuye njengelungelo lekhefu.

7.3 Ikhefu olinikwa ngenxa yokugula

7.3.1 *limfuno ngokubanzi*

- (1) Ikhefu lokugula liya kumkhulula umsebenzi ngosuku lokuqala lomjikelo, okanye ngosuku lokuqala kwakhe ukusebenza, apho olo suku luphakathi kumjikelo, kwaye ukusukela ngaloo mini, amalungiselelo ayamene nalo mjikelo, anganikelwa kuye ukuba ezinye iimfuneko zale mithetho zithotyelwe: oku kuxhomekeke ekubeni akukho msebenzi uya kunikwa ikhefu lokugula elinentlawulo epheleleyo de abe iintsuku ezingama - 30 esebenza, kwaye nezo ntsuku uya kuzifumana xa ebegekho, emva kokuba egqibe elo xesha lokusebenza.
- (2) Ngokuxhomekeka kwiimfuno zaloo meko, usuku oluya kuthatyathwa njengosuku lokuqala lwekhefu lokugula lomsebenzi, nosuku oluya kuthatyathwa njengosuku lokuphela kweli khefu, iya kuba zezo zigqitywe liBhunga, eliya kuthi ngokuqingqa ixesha lekhefu, liqwalasele iimfuno zeTechnikon.
- (3) Umsebenzi unokuthi xa enze isicelo esibhaliweyo, anikwe ikhefu elikhulayo elilunge kuye endaweni yekhefu lokugula elihlawulelwayo, okanye ikhefu lokugula elingahlawulelwayo: le nto ixhomekeke ekubeni eso sicelo singeniswe kwiintsuku ezinga-30 emva kokuba ebuyele emsebenzini: lo nto ixhomekeke kwakhona ekubeni:
 - (a) Ngesicelo esibhaliweyo somsebenzi, elo khefu likhulayo, lingaguqulwa libe likhefu elilodwa elihlawulelwa isiqingatha somvuzo ngosuku ngalunye lwekhefu elikhulayo elikwilungelo lakhe.
 - (b) Inani leentsuku zekhefu azinikwe ngolo hlobo umsebenzi ongafundisiyo, aliyi kuba ngaphezulu kweentsuku engama-365 kumjikelo.
 - (c) Ibhunga lanelisekile ukuba umsebenzi lowo ngelo xesha uwulungele umsebenzi wakhe oqhelekileyo.
 - (d) Ukuba elo khefu linikezelwe kumsebenzi kwaye efumene intlawulo ngalo aliyi kuphinda liguqulelwe kwikhefu lokugula elinesiqingatha somvuzo okanye elingaphandle komvuzo.
- (4) Ukuba umsebenzi onikwe ikhefu elikhulayo elihlawulelwayo, uye wagula esekhefini elo, inxenye yelo khefu athe wagula ekulo inokujikwa ibe likhefu lokugula ngokwemithetho ekwisiqendu 7.2.13: loo nto ixhomekeke ekubeni:
 - (a) Umsebenzi uya kwenza isicelo esibhaliweyo sokuguqula zingaohelanga iintsuku ezingama - 30 zokuphela kwelo khefu.
 - (b) Ixesha ngokubhekiselele kumfundisi-ntsapho liya kuba ngaphezulu kweentsuku ezisixhenxe.
- (5) Ikhefu lokugula elingasetyenziswanga elimiselwe nawuphi na umjikelo liya kuphelelwa ekupheleni kwaloo mjikelo, kwaye aliyi kugqithiselwa kumjikelo olandelayo.
- (6) Ukuba umsebenzi obenikwe elona thuba lide lekhefu lokugula elilungiselelweyo kwezi meki zokuqesha, akanakho ngezizathu zempilo, ukubuyela emsebenzini, iBhunga liya kuthi:
 - (a) Ngokugqithiselwa isiqinisekiso esanelisayo ekuthethwa ngaso kwisiqendwana 7.3.2 (3) (a).
 - (b) Ukuba loo msebenzi akanalo ikhefu elikhulayo elilunge kuye, amnike ikhefu lokugula elongeziweyo elihlawulelwayo umvuzo opheleleyo, isithuba esiya kugqitywa liBhunga okanye angamkeliswa iintsuku ezingama - 90 nakuwuphi na umjikelo: loo nto ixhomekeke ekubeni olo nikezelo lungenziwa ngokubhekiselele kumaxesha ohlukeneyo okungabikho nangokubhekiselele kumaxesha ohlukeneyo okugala.

7.3.2 *Ukunikezelwa kwekhefu lokugula*

- (1) Ikhefu liya kunikezelwa kuphela ngokubhekiselele ekubeni umsebenzi angabikho emsebenzini ngenxa yokwenzakala okungabangelwanga nguye okanye ukungazilumkeli ngokwanelayo.
- (2) Ikhefu lokugula liya kunikezelwa ngokunxulumene nokugula kwemithambo-luvo, ukugula kokungalali ebusuku, ubulwelwe okanye okanye ukugula okulolu hlobo okungachazekiyo: Loo nto isenzeka kuphela ukuba ukungaphili komsebenzi:
 - (a) kumenza angabinakho ukusebenza
 - (b) Loo nto ayiveliswa kukungaphumeleli kwakhe ukuthabatha ikhefu elikhulayo nekhefu leholidi.
- (3) (a) Ukuba umsebenzi akakho emsebenzini isithuba esingaphezu kweentsuku ezintathu ezilandelelanayo ngenxa yokugula, unokunikwa ikhefu lokugula elihlawulelwayo okanye elingahlawulelwayo, kuphela ukuba uze nesiqinisekiso sikagqirha. (okanye ugqirha wamazinyo)—
 - (i) esichaza uhlobo lwesigulo;
 - (ii) sichaza ukuba akanakho ukuwenza umsebenzi wakhe;
 - (iii) sicacisa ithuba anokubuyela ngalo emsebenzini.
- (b) Ibhunga linokufuna ukuba umsebenzi ezise isiqinisekiso ekuthethwe ngaso kwisiqendwana u - (a) ngasentla ngokubhekiselele kwiintsuku ezintathu okanye ngaphantsi.
- (c) Ukuba ukungabikho komsebenzi emsebenzini kubangelwa kukugula, kwaye kukho izizathu ezivakalayo zokungangeniswa kwesiqinisekiso ngokwesiqendwana u - (3) (a) ngasentla, iBhunga lingamxolela loo msebenzi ukuba angasingenisi isiqinisekiso sikagqirha sokugula, ithuba leentsuku ezili - 14 ezingahlawulwanga.
- (d) Ukuxolelwa komsebenzi ngokungangenisi isiqinisekiso sikagqirha ngokwesiqendwana u (a) ngasentla, kuya kubhalwa kwisicelo sakhe sekhefu.
- (e) Ngokwemigqaliselo yesiqendwana u (c) ngasentla, ikhefu lokugula elihlawulelwayo okanye elingahlawulelwayo, apho isiqinisekiso njengoko sichaziwe kwesiqendwana singangeniswanga, liya kunikezelwa isithuba esingekho ngaphezulu kweentsuku ezili - 10 xa zizonke, ngawo nawuphi na unyaka, kwaye ukungabikho okulandelayo kuya kubonelelwa ngokunikezelwa kwekhefu, elide elihlawulelwayo, okanye ukuba umsebenzi akanalo ikhefu elikhulayo elilunge kuye lekhefu elide elingahlawulelwayo.
- (4) Kungaphikiswa ukungeniswa kwesiqinisekiso ekuthethwe ngaso kwisiqendu (3) ngasentla, iBhunga linokwala ukunikezela ikhefu lokugula elihlawulelwayo ngokungabikho nakuwuphi na umsebenzi esibhekisa kuwo eso siqinisekiso, kuloo meko ke iBhunga linokugqiba ukuba ukungabikho kwakungkho mthethweni, kwaye umsebenzi lowo uya kuthathwa ngokuba ebesekehefini elingahlawulelwayo.

7.3.3 *Ikhefu lokugula elilodwa*

- (1) Umsebenzi ongekho emsebenzini ngenxa yokwenzakala okwenzeke ngexesha ebesemsebenzini okanye kusenziwa ziimeko zomsebenzi, okanye kusenziwa sisifo asifumene esemsebenzini okanye ngenxa yomsebenzi, unokunikwa ikhefu lokugula elilodwa elihlawulelwayo, ngokwelo thuba aya kube engenakho ukusebenza.
- (2) Ikhefu lokugula elilodwa ngokwesiqendwana aliya kunikezelwa ukuba ingozi leyo yenzeke ngenxa yesimo esingamkelekanga somsebenzi njengoko sichaziwe kumthetho wokubuyekizwa kwabesebenzi ka - 1993 (Act No. 13 of 1993).

- (3) Imithetho ekwisiqendwana 7.3.2 (3) iya kusebeza ngokufanayo nakunikezelo lwekhofu lokugula elilodwa.

7.4 Ikhefu elilodwa

Kungaphikiswanga nto kule, mithetho ikhefu elilodwa elihlawulelwayo okanye elingahlawulelwayo linokunikezelwa liBhunga kumsebenzi.

7.4.1 Ikhefu elilodwa elihlawulelwayo

- (1) Ikhefu elilodwa elihlawulelwa umvuzo ophelileyo linganikezelwa kumsebenzi:

- (a) Ngosuku ngalunye abhala ngalo uviwo olwamkelekileyo: oku kuxhomekeke ekubeni ikhefu elilodwa losuku olunye elihlawulelwa umvuzo ophelileyo lino-kongezwa ngosuku ngalunye abhala ngalo uviwo.
- (b) Xa esiya kwindawo yoqeqesho okanye yemfundo elungiselelwe ukuba iphucule ulwazi lwakhe lomsebenzi, indawo leyo ibe ithe yavunywa liBhunga.
- (c) Xa engekhe emsebenzini ngenxa yokwahlulwa kwabanye abantu ngemiya-lelo kagqirha apho wayedibene nomntu onesifo okanye okrokrelwa ukuba unesifo esosulelayo.
- (d) Xa evela—
 - (i) Njengengqina kwityala lolwaphulo mthetho;
 - (ii) Njengengqina okanye obandakanywe kwityala lesizi (kuqukwa netyala loqhawulo-mtshato).
 - (iii) Njengengqina okanye ummangalelwa kwiBhodi yophando lwerente. Ukuba loo msebenzi uthe kanti ungummangali kwelo tyala lesizi (kuqukwa netyal loqhawulo-mtshato okanye engumntu othathe inxaxheba ephambili kwiBhodi yophando lwerente ukungabikho kwakhe emsebenzini kuya kubonelelwa nokunikwa kwakhe ikhefu elikhulayo okanye ikhefu elilodwa elingahlawulelwayo.
- (e) Xa ebanjiwe okanye eza kuvela enkundleni enetyala lolwaphulo-mthetho aze akhululwe etyaleni okanye sirhoxiswe isimangalo;
- (f) Xa kufuneka eye kuqeqesho lwasemkhusini, kuloo meko ke ikhefu elilodwa elihlawulelwayo elingahlawulo phakathi kumvuzo wakhe nomvuzo aza kuwufu-mana kolo qeqesho lwasemkhusini, linganikezelwa kuye liBhunga.
- (g) Xa ethe wakhethwa liqumrhu labadlali abangahlawulelwayo:
 - (i) Ukuba aye kumela uMzantsi Afrika kukhuphiswano lwemidlalo yamazwe ngamazwe.
 - (ii) Elilungu leqela eliye kumela uMzantsi Afrika kwimidlalo yamazwe ngamazwe.
 - (iii) Eza kukhapha iqela labadlali elivela kwelinye ilizwe elize kudlala eMzantsi Afrika, yena engummeli wequmrhu labadlali balapha.
- (h) Xa eza kuya kumngcwabo wesizalwana esisondeleyo kakhulu kuye.

- (2) Ikhefu elilodwa elinikwa ngokomthetho okwisiqendwana u (1) ngasentla, linokudibanisa naliphi na ixesha elihlanjweyo okanye elisetyenzisweyo ngokwenjongo ebelinikelwe yona ikhefu.

7.4.2 Ikhefu elilodwa elingahlawulelwayo

- (1) Ikhefu elilodwa elingahlawulelwayo angalinikwa umsebenzi yiNqununu ngezizatha ezivunye liBhunga.

DEPARTMENT OF HOME AFFAIRS

No. 28 **13 January 1995**

BIRTHS AND DEATHS REGISTRATION ACT, 1992
(ACT No. 51 OF 1992)

NOTICE OF CANCELLATION

ASSUMPTION OF ANOTHER SURNAME IN TERMS OF SECTION 26 OF THE BIRTHS AND DEATHS REGISTRATION ACT, 1992 (ACT No. 51 OF 1992)

Notice is hereby given that Entry No. 29 of Government Notice No. 2197 which was published in *Government Gazette* No. 16169 dated 15 December 1994, is hereby cancelled.

No. 29 **13 January 1995**

BIRTHS AND DEATHS REGISTRATION ACT, 1992
(ACT No. 51 OF 1992)

NOTICE OF RECTIFICATION

ASSUMPTION OF ANOTHER SURNAME IN TERMS OF SECTION 26 OF THE BIRTHS AND DEATHS REGISTRATION ACT, 1992 (ACT No. 51 OF 1992)

Notice is hereby given that Entry No. 50 of Government Notice No. 2266 which was published in *Government Gazette* No. 16187 dated 30 December 1994, is hereby rectified to read as follows:

Madala Phineas Nonyane—500908 5371 08 2—P.O. Box 787, Bushbuckridge—**Lekhuleni**.

No. 36 **13 January 1995**

BIRTHS AND DEATHS REGISTRATION ACT, 1992
(ACT No. 51 OF 1992)

NOTICE OF RECTIFICATION

ASSUMPTION OF ANOTHER SURNAME IN TERMS OF SECTION 26 OF THE BIRTHS AND DEATHS REGISTRATION ACT, 1992 (ACT No. 51 OF 1992)

Notice is hereby given that Entry No. 17 of Government Notice No. 2266 which was published in *Government Gazette* No. 16187 dated 30 December 1994, is hereby rectified to read as follows:

Elmon Phendila Chiloane—520723 5593 08 0—and his wife Nozipho Shiela Chiloane—570813 0649 08 3—and minor children Onica Chiloane—1978-01-15—Patrick Sello Chiloane—1980-05-10—P.O. Box 84, Daveyton—**Mosotho**.

No. 37 **13 January 1995**

BIRTHS AND DEATHS REGISTRATION ACT, 1992
(ACT No. 51 OF 1992)

NOTICE OF RECTIFICATION

ASSUMPTION OF ANOTHER SURNAME IN TERMS OF SECTION 26 OF THE BIRTHS AND DEATHS REGISTRATION ACT, 1992 (ACT No. 51 OF 1992)

Notice is hereby given that Entry No. 65 of Government Notice No. 2266 which was published in *Government Gazette* No. 16187 dated 30 December 1994, is hereby rectified to read as follows:

Piet Maduna—500327 5438 08 2—and his wife Constance Maduna—501215 0644 08 6—and minor children Raymond Maduna—751130 5370 08 1—Thabo Maxwell Maduna—1979-03-11—Matebello Maduna—1989-12-22—1041 A Phiri, P.O. Chiawelo—**Mokoena**.

DEPARTEMENT VAN BINNELANDSE SAKE

No. 28 **13 Januarie 1995**

WET OP REGISTRASIE VAN GEBOORTES EN STERFTES, 1992 (WET No. 51 VAN 1992)

KENNISGEWING VAN KANSELLASIE

AANNAME VAN ANDER VAN INGEVOLGE ARTIKEL 26 VAN DIE WET OP REGISTRASIE VAN GEBOORTES EN STERFTES, 1992 (WET No. 51 VAN 1992)

Hiermee word kennis gegee dat Inskrywingsnommer 29 van Goewermentskennisgewing No. 2197 wat in *Staatskoerant* No. 16169 gedateer 15 Desember 1994 gepubliseer is, hiermee gekanselleer is.

No. 29 **13 Januarie 1995**

WET OP REGISTRASIE VAN GEBOORTES EN STERFTES, 1992 (WET No. 51 VAN 1992)

KENNISGEWING VAN REGSTELLING

AANNAME VAN 'N ANDER VAN INGEVOLGE ARTIKEL 26 VAN DIE WET OP REGISTRASIE VAN GEBOORTES EN STERFTES, 1992 (WET No. 51 VAN 1992)

Hiermee word kennis gegee dat Inskrywingsnommer 50 van Goewermentskennisgewing No. 2266 wat in *Staatskoerant* No. 16187 gedateer 30 Desember 1994 gepubliseer is, hiermee reggestel word om soos volg te lees:

Madala Phineas Nonyane—500908 5371 08 2—Posbus 787, Bushbuckridge—**Lekhuleni**.

No. 36 **13 Januarie 1995**

WET OP REGISTRASIE VAN GEBOORTES EN STERFTES, 1992 (WET No. 51 VAN 1992)

KENNISGEWING VAN REGSTELLING

AANNAME VAN 'N ANDER VAN INGEVOLGE ARTIKEL 26 VAN DIE WET OP REGISTRASIE VAN GEBOORTES EN STERFTES, 1992 (WET No. 51 VAN 1992)

Hiermee word kennis gegee dat Inskrywingsnommer 17 van Goewermentskennisgewing No. 2266 wat in *Staatskoerant* No. 16187 gedateer 30 Desember 1994 gepubliseer is, hiermee reggestel word om soos volg te lees:

Elmon Phendila Chiloane—520723 5593 08 0—sy eggenote Nozipho Shiela Chiloane—570813 0649 08 3—en minderjarige kinders Onica Chiloane—1978-01-15—Patrick Sello Chiloane—1980-05-10—Posbus 84, Daveyton—**Mosotho**.

No. 37 **13 Januarie 1995**

WET OP REGISTRASIE VAN GEBOORTES EN STERFTES, 1992 (WET No. 51 VAN 1992)

KENNISGEWING VAN REGSTELLING

AANNAME VAN 'N ANDER VAN INGEVOLGE ARTIKEL 26 VAN DIE WET OP REGISTRASIE VAN GEBOORTES EN STERFTES, 1992 (WET No. 51 VAN 1992)

Hiermee word kennis gegee dat Inskrywingsnommer 65 van Goewermentskennisgewing No. 2266 wat in *Staatskoerant* No. 16187 gedateer 30 Desember 1994 gepubliseer is, hiermee reggestel word om soos volg te lees:

Piet Maduna—500327 5438 08 2—sy eggenote Constance Maduna—501215 0644 08 6—en minderjarige kinders Raymond Maduna—751130 5370 08 1—Thabo Maxwell Maduna—1979-03-11—Matebello Maduna—1989-12-22—Phiri 1041 A, Poskantoor Chiawelo—**Mokoena**.

No. 38**13 January 1995****ALTERATION OF FORENAMES IN TERMS OF SECTION 24 OF THE BIRTHS AND DEATHS REGISTRATION ACT, 1992 (ACT No. 51 OF 1992)**

The Director-General has in respect of the following persons approved the alteration of their forenames to the forenames printed in *italics*:

1. Silike Jeremaih Dipeere—361222 5259 08 3—P.O. Box 128, Parys—*Seleke Jeremiah*.
2. Simon Bogoshi—660928 5474 08 8—P.O. Box 48361, Roosevelt Park—*Joseph*.
3. Otamla Shiba—370926 5229 08 1—P.O. Box 57, Gatesville—*Uttam*.
4. Makwena Johannes Lemekoana—580628 5385 08 9—480 Motheong Section, Tembisa—*Matome Michael*.
5. Mohammed Shaheed Mohammed—700424 5095 08 3—37 Sirkhod Road, Raisethorpe, Pietermaritzburg—*Shaheed*.

No. 39**13 January 1995****ASSUMPTION OF ANOTHER SURNAME IN TERMS OF SECTION 26 OF THE BIRTHS AND DEATHS REGISTRATION ACT, 1995 (ACT No. 51 OF 1992)**

The Director-General has authorised the following persons to assume the surname printed in *italics*:

1. Macala Alphius Mgwenya—620203 5510 08 6—Town Talk Furnisher, 17 Andrew Street, Nelspruit—*Mkhatshwa*.
2. Sibusiso Aron Mnikazi—530201 5561 08 2—703 Siphwe Flats, Dobsonville, Soweto—*Masondo*.
3. Calib Jury Mavimbela—520326 5491 08 9—P.O. Box 380, Hendrina—*Mahlangu*.
4. Mzikayise Joseph Njapa—510328 5327 08 3—and his wife Duduzile Agrineth Njapa—1955-06-13—Mphusheni School, Isipingo—*Nxumalo*.
5. Maria Tseleng Magqashela—651112 0615 08 3—13 18th Avenue, Alexandra—*Moloi*.
6. Vusi Samuel Sithole—471003 5271 08 9—Sgodini Location—*Sosibo*.
7. Mohamed Intheaz Kader—630615 5142 08 1—and his wife Fathima Bee Bee Kader—700315 0261 08 6—and minor child Aathira Khan 1993-12-31—P.O. box 190, Park Rynie—*Khan*.
8. Phumo Shaba—650924 5764 08 3—1459 Temba, P.O. Temba—*Macheka*.
9. John Lucas Msiza—640203 5477 08 4—678 Block G, Soshanguve—*Masanabo*.
10. Nozamile Adon—560601 0889 08 6—468 Entshonalanga Section, Tembisa—*Moletsane*.
11. Albert Mabutane—540101 8044 08 6—P.O. Box 640, Dodonald—*Lukhele*.
12. Vincent Mbobuzi Shangase—600108 5621 08 6—P.O. Box 92, Pinetown—*Shozi*.
13. Josiah Mahilo Sibanda—280101 7857 18 5—52 Houghton Drive, Houghton—*Mahilo*.
14. Mphikwa Philip Mnguni—531209 5259 08 5—and his wife Meksie Elizabeth Mnguni—551222 0295 08 2—and minor children Esther Gladys Mnguni—1975-01-09 and Lindiwe Angeline Mnguni—1982-06-18—P.O. Box 65, kwaZamukuhle—*Mathibela*.
15. Ambulance Fikizolo—531125 5728 08 7—2 Vuyane Street, Gompo Town, East London—*Rululu*.

No. 38**13 Januarie 1995****VOORNAAMSVÉRANDERING INGEVOLGE ARTIKEL 24 VAN DIE WET OP REGISTRASIE VAN GEBOORTES EN STERFTES, 1992 (WET No. 51 VAN 1992)**

Die Direkteur-generaal het ten opsigte van die volgende persone die verandering van hul voorname na die voorname in kursief gedruk, goedgekeur:

1. Silike Jeremaih Dipeere—361222 5259 08 3—Posbus 128, Parys—*Seleke Jeremiah*.
2. Simon Bogoshi—660928 5474 08 8—Posbus 48361, Roosevelt Park—*Joseph*.
3. Otamla Shiba—370926 5229 08 1—Posbus 57, Gatesville—*Uttam*.
4. Makwena Johannes Lemekoana—580628 5385 08 9—Motheongseksie 480, Tembisa—*Matome Michael*.
5. Mohammed Shaheed Mohammed—700424 5095 08 3—Sirkhodweg 37, Raisethorpe, Pietermaritzburg—*Shaheed*.

No. 39**13 Januarie 1995****AANNAME VAN ANDER VAN INGEVOLGE ARTIKEL 26 VAN DIE WET OP REGISTRASIE VAN GEBOORTES EN STERFTES, 1992 (WET No. 51 VAN 1992)**

Die Direkteur-generaal het ten opsigte van die volgende persone die verandering van hul van na die van in kursief gedruk, goedgekeur:

1. Macala Alphius Mgwenya—620203 5510 08 6—Town Talk Furnisher, Andrewstraat 17, Nelspruit—*Mkhatshwa*.
2. Sibusiso Aron Mnikazi—530201 5561 08 2—Siphweestel 703, Dobsonville, Soweto—*Masondo*.
3. Calib Jury Mavimbela—520326 5491 08 9—Posbus 380, Hendrina—*Mahlangu*.
4. Mzikayise Joseph Njapa—510328 5327 08 3—sy eggenote Duduzile Agrineth Njapa—1955-06-13—Mphusheni Skool, Isipingo—*Nxumalo*.
5. Maria Tseleng Magqashela—651112 0615 08 3—18de Laan 13, Alexandra—*Moloi*.
6. Vusi Samuel Sithole—471003 5271 08 9—Sgodinilokasie—*Sosibo*.
7. Mohamed Intheaz Kader—630615 5142 08 1—sy eggenote Fathima Bee Bee Kader—700315 0261 08 6—en minderjarige kind Aathira Khan 1993-12-31—Posbus 190, Park Rynie—*Khan*.
8. Phumo Shaba—650924 5764 08 3—Temba 1459, Poskantoor Temba—*Macheka*.
9. John Lucas Msiza—640203 5477 08 4—Blok G 678, Soshanguve—*Masanabo*.
10. Nozamile Adon—560601 0889 08 6—Entshonalangseksie 468, Tembisa—*Moletsane*.
11. Albert Mabutane—540101 8044 08 6—Posbus 640, Dodonald—*Lukhele*.
12. Vincent Mbobuzi Shangase—600108 5621 08 6—Posbus 92, Pinetown—*Shozi*.
13. Josiah Mahilo Sibanda—280101 7857 18 5—Houghtonrylaan 52, Houghton—*Mahilo*.
14. Mphikwa Philip Mnguni—531209 5259 08 5—sy eggenote Meksie Elizabeth Mnguni—551222 0295 08 2—en minderjarige kinders Esther Gladys Mnguni—1975-01-09 en Lindiwe Angeline Mnguni—1982-06-18—Posbus 65, kwaZamukuhle—*Mathibela*.
15. Ambulance Fikizolo—531125 5728 08 7—Vuyanestraat 2, Gompo-dorp, Oos-Londen—*Rululu*.

16. Thuthukani Samel Vezi—701009 5429 08 2—1007 kwaMakutha, P.O. Amanzimtoti—**Zulu**.
17. Kwatesa Sophy Ngobeni Vuwani—560915 0471 08 7—Private Bag X5010, Vongani—**Ngobeni**.
18. Mfaniseni Dlodlu—441216 5328 08 2—and his wife Sibongile Agrineth Dlodlu—1949-01-01—P.O. Box 60329, Ngqayizivele—**Zulu**.
19. Gezani Samuel Mathye—600620 5289 08 6—54 Eighth Avenue, Alexandria Township, Johannesburg—**Baloyi**.
20. Ndabazabo Desoto Ntuli—210612 5091 08 5—Private Bag X7209, Witbank—**Shabangu**.
21. Boyi Jackson Ndhlovu—490527 5199 08 7—Fofeza School, P.O. Matmitwa via Letaba—**Mdaka**.
22. Thekwane Fiyose Maseko—450115 5329 08 2—P.O. Box 28, Breyten—**Mpondo**.
23. Zixolisile Arnold Gebevu—630104 5818 08 1—36 Save Right Street, Doornfontein—**Ruka**.
24. Sindile Brian Budaza—670914 5492 08 8—10182 Madikane Street, P.O. kwaZakele—**Ndzube**.
25. Hlakodi Philemon Mphahlele—550104 5318 08 8—P.O. Box 7788, Petit—**Thamaga**.
26. Simon Ngubeni—660928 5474 08 8—P.O. Box 48361, Roosevelt Park—**Bogoshi**.
27. Thandayena Ngwane—580514 5381 08 0—Ekubusisweni School, Private Bag 527, Umzinto—**Mkhwane**.
28. Naude Nodi Jack—600915 5922 08 6—and his wife Noluthanbo Jack—1965-05-06—C244A Site C, Khayelitsha—**Booi**.
29. Boikano John Masilo—550612 5387 08 5—and minor children Mathe Paul Masilo—1980-04-08—Mako Frans Masilo—1982-08-20—Ntolo Exenia Masilo—840811 0278 08 9—11681 Zone 7A, Sebokeng—**Moshoeshoe**.
30. Otamla Narshi—370926 5229 08 1—and his wife Manu Narshi—1943-04-16—and minor child Bavina Narshi—811128 0271 08 8—P.O. Box 57, Gatesville—**Shiba**.
31. Nomanzi Mina Twala—600923 0375 08 6—and minor children Ntombenhle Innonentia Twala—801007 0312 08 8—Charles Sechaba Twala—1983-11-02—826 Mashinini Street, Duduza—**Mahlangu**.
32. Silike Jeremaih Lipepe—361222 5259 08 3—and his wife Paulina Malitiro Lipepe—360817 0239 08 8—P.O. Box 128, Parys—**Dipeere**.
33. Leah Thoko Swafo—670314 0598 08 0—P.O. Box 25, Atok—**Kgomoesoana**.
34. Mbhazima Grace Tsubuka—680506 0435 08 4—P.O. Box 428, Saselamani—**Chauke**.
35. Mdingeni Shabane—540107 5280 08 6—P.O. Box 309, Mandini—**Mthembu**.
36. Sophy Thuli Moshwa—671223 0596 08 6—P.O. Box 1193, Mkhuhlu—**Mathebula**.
37. Finikozi George Maphosa—660604 5317 08 6—P.O. Box 587, Lydenburg—**Masuku**.
38. Linda Johannes Msiza—430726 5387 08 9—and his wife Kokwana Esther Malemela—541206 0360 08 0—and minor children Bongani Peter Msiza—1976-04-04 and Nomthandazo Jennifer Msiza—1979-05-24—14109 Tomboya Street, Daveyton—**Shkosana**.
39. Qakala Ephraim Mtambo—530723 5395 08 8—P.O. Box 136, Highflats—**Mhlongo**.
16. Thuthukani Samel Vezi—701009 5429 08 2—1007 kwaMakutha, Poskantoor Amanzimtoti—**Zulu**.
17. Kwatesa Sophy Ngobeni Vuwani—560915 0471 08 7—Privaatsak X5010, Vongani—**Ngobeni**.
18. Mfaniseni Dlodlu—441216 5328 08 2—sy eggenote Sibongile Agrineth Dlodlu—1949-01-01—Posbus 60329, Ngqayizivele—**Zulu**.
19. Gezani Samuel Mathye—600620 5289 08 6—Agtste Laan 54, Alexandria-dorpsgebied, Johannesburg—**Baloyi**.
20. Ndabazabo Desoto Ntuli—210612 5091 08 5—Privaatsak X7209, Witbank—**Shabangu**.
21. Boyi Jackson Ndhlovu—490527 5199 08 7—Fofeza Skool, Poskantoor Matmitwa via Letaba—**Mdaka**.
22. Thekwane Fiyose Maseko—450115 5329 08 2—Posbus 28, Breyten—**Mpondo**.
23. Zixolisile Arnold Gebevu—630104 5818 08 1—Save Rightstraat 36, Doornfontein—**Ruka**.
24. Sindile Brian Budaza—670914 5492 08 8—Madikanestraat 10182, Poskantoor kwaZakele—**Ndzube**.
25. Hlakodi Philemon Mphahlele—550104 5318 08 8—Posbus 7788, Petit—**Thamaga**.
26. Simon Ngubeni—660928 5474 08 8—Posbus 48361, Roosevelt Park—**Bogoshi**.
27. Thandayena Ngwane—580514 5381 08 0—Ekubusisweni Skool, Privaatsak 527, Umzinto—**Mkhwane**.
28. Naude Nodi Jack—600915 5922 08 6—sy eggenote Noluthanbo Jack—1965-05-06—Site C C244A, Khayelitsha—**Booi**.
29. Boikano John Masilo—550612 5387 08 5—en minderjarige kinders Mathe Paul Masilo—1980-04-08—Mako Frans Masilo—1982-08-20—Ntolo Exenia Masilo—840811 0278 08 9—Sone 7A 11681, Sebokeng—**Moshoeshoe**.
30. Otamla Narshi—370926 5229 08 1—sy eggenote Manu Narshi—1943-04-16—en minderjarige kind Bavina Narshi—811128 0271 08 8—Posbus 57, Gatesville—**Shiba**.
31. Nomanzi Mina Twala—600923 0375 08 6—en minderjarige kinders Ntombenhle Innonentia Twala—801007 0312 08 8—Charles Sechaba Twala—1983-11-02—Mashininistraat 826, Duduza—**Mahlangu**.
32. Silike Jeremaih Lipepe—361222 5259 08 3—sy eggenote Paulina Malitiro Lipepe—360817 0239 08 8—Posbus 128, Parys—**Dipeere**.
33. Leah Thoko Swafo—670314 0598 08 0—Posbus 25, Atok—**Kgomoesoana**.
34. Mbhazima Grace Tsubuka—680506 0435 08 4—Posbus 428, Saselamani—**Chauke**.
35. Mdingeni Shabane—540107 5280 08 6—Posbus 309, Mandini—**Mthembu**.
36. Sophy Thuli Moshwa—671223 0596 08 6—Posbus 1193, Mkhuhlu—**Mathebula**.
37. Finikozi George Maphosa—660604 5317 08 6—Posbus 587, Lydenburg—**Masuku**.
38. Linda Johannes Msiza—430726 5387 08 9—sy eggenote Kokwana Esther Malemela—541206 0360 08 0—en minderjarige kinders Bongani Peter Msiza—1976-04-04 en Nomthandazo Jennifer Msiza—1979-05-24—Tomboyastraat 14109, Daveyton—**Shkosana**.
39. Qakala Ephraim Mtambo—530723 5395 08 8—Posbus 136, Highflats—**Mhlongo**.

40. David Dokga Zondamela—591101 5512 08 3—Wolwefontein, Middelburg—**Mokwena**.
41. Paulus Israel Zulu—471030 5206 08 8—P.O. Box 0152, Hammanskraal—**Israel**.
42. Abraham Mashinini—631113 5482 08 6—92 Tshiawelo, Extension 3, Tshiawelo—**Twala**.
43. Motihago Zelda Makgato—710313 0487 08 5—P.O. Box 284, Ramokgopa—**Mabeba**.
44. Ramokone Johannah Matloa—481210 0399 08 2—Private Bag X13, Bakone—**Railo**.
45. Themba Alex Nkosi—480412 5425 08 3—87 Fourth Street, Mzinoni, Bethal—**Mkomo**.
46. Thundezwa Cynthia Yonzi—720318 0389 08 5—P.O. Box 2063, Port Alfred—**Ndumo**.
47. Makwena Johannes Phago—580628 5385 08 9—480 Motheong Section, Tembisa—**Lemekoana**.
48. Linda Solomon Blembhe—460414 5260 08 4—P.O. Box 79, Amersfoort—**Nzimande**.
49. Meshack Khoto—691002 5303 08 6—P.O. Box 3537, Tzaneen—**Mabunda**.
50. Rehauhetswe Henry Mokitini—730803 5313 08 9—P.O. Box 66, Westonaria—**Leboea**.
51. Phakamile Emanuel Ndlovu—580829 5408 083—Private Bag X4033, eMpumalanga—**Nkholise**.
52. Vusi Ernest Ngwenya—720809 5702 08 2—609 Block W, Soshanguve—**Madonsela**.
53. Piet Peter Skosana—650203 5645 08 3—788 Herschel Avenue, Thushanang, eMalahleni—**Mokwena**.
54. Benjamin Ntshituhele—710721 5483 08 8—171A Zone 5, Meadowlands, P.O. Meadowlands—**Sithole**.
55. Sguda Albert Nkosi—570611 5392 08 3—and his wife Msesi Elizabeth Nkosi—610706 0283 08 9—and minor children Mfanazakhe Freddy Nkosi—1978-01-16—Nkosinathi Lymon Nkosi—1984-03-22 and Ntombezinhle Ennocercia Nkosi—890922 0343 08 5—P.O. Box 128, Paulpietersburg—**Mthethwa**.
56. Vusumuzi Mathaniel Zwane—570521 5654 08 7—and his wife Nelisiwe Sifiso Zwane—590403 0790 08 1—P.O. Box 439, Mandini—**Buthelezi**.
57. Amos Tololo Mthembu—580910 5728 08 2—and his wife Ntombiziningi Christinah Mthembu—571129 0641 08 0—81 Wick Street, Verulam—**Dube**.
58. Zulu Aaron Sibande—461003 5307 08 3—and his wife Shonaphi Leah Sibande—470727 0530 08 8—Stand 10551, Mamelodi East—**Mahlangu**.
59. Mokasa Michale Majeka—561109 5477 08 8—P.O. Box 2635, Brits—**Mahlabane**.
60. Robert Makgwathani—720328 5417 08 8—P.O. Box 488, Bochum—**Manenje**.
61. Samuel Rankgotswane Lephagwana—590304 5779 08 9—Machipe Store, Moutse, Groblersdal—**Ramphisa**.
62. Ngenzeni Maureen Mkhize—471207 0326 08 3—and minor children Zinhle Princes Mkhize—1973-09-16—Thulile Purrrity Mkhize—1977-07-26 and Salvelisiwe Happiness Mkhize—1979-07-28—488 Eighth Street, Clermont—**Nxumalo**.
63. Moses Msuswa Masemola—660908 5308 08 0—P.O. Box 12, Devon—**Mbonani**.
64. Amos Bheki Mkhonza—641204 6006 08 7—P.O. Box 1900, Pinetown—**Hadebe**.
40. David Dokga Zondamela—591101 5512 08 3—Wolwefontein, Middelburg—**Mokwena**.
41. Paulus Israel Zulu—471030 5206 08 8—Posbus 0152, Hammanskraal—**Israel**.
42. Abraham Mashinini—631113 5482 08 6—Tshiawelo 92, Uitbreiding 3, Tshiawelo—**Twala**.
43. Motihago Zelda Makgato—710313 0487 08 5—Posbus 284, Ramokgopa—**Mabeba**.
44. Ramokone Johannah Matloa—481210 0399 08 2—Privaatsak X13, Bakone—**Railo**.
45. Themba Alex Nkosi—480412 5425 08 3—Vierde Straat 87, Mzinoni, Bethal—**Mkomo**.
46. Thundezwa Cynthia Yonzi—720318 0389 08 5—Posbus 2063, Port Alfred—**Ndumo**.
47. Makwena Johannes Phago—580628 5385 08 9—Motheongseksie 480, Tembisa—**Lemekoana**.
48. Linda Solomon Blembhe—460414 5260 08 4—Posbus 79, Amersfoort—**Nzimande**.
49. Meshack Khoto—691002 5303 08 6—Posbus 3537, Tzaneen—**Mabunda**.
50. Rehauhetswe Henry Mokitini—730803 5313 08 9—Posbus 66, Westonaria—**Leboea**.
51. Phakamile Emanuel Ndlovu—580829 5408 083—Privaatsak X4033, eMpumalanga—**Nkholise**.
52. Vusi Ernest Ngwenya—720809 5702 08 2—Blok W 609, Soshanguve—**Madonsela**.
53. Piet Peter Skosana—650203 5645 08 3—Herschellaan 788, Thushanang, eMalahleni—**Mokwena**.
54. Benjamin Ntshituhele—710721 5483 08 8—Sone 5 171A, Meadowlands, Poskantoor Meadowlands—**Sithole**.
55. Sguda Albert Nkosi—570611 5392 08 3—sy eggenote Msesi Elizabeth Nkosi—610706 0283 08 9—en minderjarige kinders Mfanazakhe Freddy Nkosi—1978-01-16—Nkosinathi Lymon Nkosi—1984-03-22 en Ntombezinhle Ennocercia Nkosi—890922 0343 08 5—Posbus 128, Paulpietersburg—**Mthethwa**.
56. Vusumuzi Mathaniel Zwane—570521 5654 08 7—sy eggenote Nelisiwe Sifiso Zwane—590403 0790 08 1—Posbus 439, Mandini—**Buthelezi**.
57. Amos Tololo Mthembu—580910 5728 08 2—sy eggenote Ntombiziningi Christinah Mthembu—571129 0641 08 0—Wickstraat 81, Verulam—**Dube**.
58. Zulu Aaron Sibande—461003 5307 08 3—sy eggenote Shonaphi Leah Sibande—470727 0530 08 8—Perseel 10551, Mamelodi-Oos—**Mahlangu**.
59. Mokasa Michale Majeka—561109 5477 08 8—Posbus 2635, Brits—**Mahlabane**.
60. Robert Makgwathani—720328 5417 08 8—Posbus 488, Bochum—**Manenje**.
61. Samuel Rankgotswane Lephagwana—590304 5779 08 9—Machipewinkel, Moutse, Groblersdal—**Ramphisa**.
62. Ngenzeni Maureen Mkhize—471207 0326 08 3—en minderjarige kinders Zinhle Princes Mkhize—1973-09-16—Thulile Purrrity Mkhize—1977-07-26 en Salvelisiwe Happiness Mkhize—1979-07-28—Agtste Straat 488, Clermont—**Nxumalo**.
63. Moses Msuswa Masemola—660908 5308 08 0—Posbus 12, Devon—**Mbonani**.
64. Amos Bheki Mkhonza—641204 6006 08 7—Posbus 1900, Pinetown—**Hadebe**.

65. Modupe Antony Mahapu—460407 5200 08 4—and his wife Miriam Mahapu—540222 0637 08 9—P.O. Box 5426, Botshabelo—**Modupe**.
66. Thomas Myekelwa Shezi—540303 6027 08 5—Hlokozi Location, Umzinto—**Hlangu**.
67. Itani Phineas Singo—540516 5444 08 0—2780 Main Road, Dobsonville, Roodepoort—**Tshilate**.
68. Namadzavho Elias Ramaano—601211 5781 08 9—and his wife Nancy Khathutshelo Ramaano—1962-04-27—and minor children Elelwani Mildreth Ramaano—1984-05-01—Movha Octavia Ramaano—1983-09-16—Mukovhe Ramaano—1986-08-26—Lutendo Ramaano—1986-08-26 and Mukundi Ramaano—1988-03-28—P.O. Box 630, Thohoyandou, Venda—**Khavhagali**.
69. Mfanukwenza Aaron Radebe—710328 5402 08 2—P.O. Box 999, Emondlo—**Nkosi**.
70. Lindiwe Angela Mabilela—710302 0871 08 8—281 Eighth Street, Mzinoni, Bethal—**Mabizela**.
71. Serunya Abram Serunya—1937-05-06—and his wife Evelyn Fenkie Serunya—1948-02-02—Private Bag X91066, Phokeng—**Segaole**.
72. Juslin Peba—1970-08-02—26 First Avenue, Alexandra—**Sebopa**.
73. Mohamed Manjee—1945-06-15—Le Secretariat Aiglemont, Gouvieux, France—**Keshavjee**.
74. Sayed Osman Mahomed—580530 5098 08 6—and his wife Shakera Bibi Mahomed—6605240108 08 4—and minor children Ayesha Mahomed—851006 0093 08 5—Waseela Mahomed—880701 0240 05 9 and Naazneen Mahomed—900526 0269 08 9—P.O. Box 617, Ladysmith, Natal—**Sayed**.
65. Modupe Antony Mahapu—460407 5200 08 4—sy eggenote Miriam Mahapu—540222 0637 08 9—Posbus 5426, Botshabelo—**Modupe**.
66. Thomas Myekelwa Shezi—540303 6027 08 5—Hlokozi Location, Umzinto—**Hlangu**.
67. Itani Phineas Singo—540516 5444 08 0—Mainweg 2780, Dobsonville, Roodepoort—**Tshilate**.
68. Namadzavho Elias Ramaano—601211 5781 08 9—sy eggenote Nancy Khathutshelo Ramaano—1962-04-27—en minderjarige kinders Elelwani Mildreth Ramaano—1984-05-01—Movha Octavia Ramaano—1983-09-16—Mukovhe Ramaano—1986-08-26—Lutendo Ramaano—1986-08-26 en Mukundi Ramaano—1988-03-28—Posbus 630, Thohoyandou, Venda—**Khavhagali**.
69. Mfanukwenza Aaron Radebe—710328 5402 08 2—Posbus 999, Emondlo—**Nkosi**.
70. Lindiwe Angela Mabilela—710302 0871 08 8—Agtste Straat 281, Mzinoni, Bethal—**Mabizela**.
71. Serunya Abram Serunya—1937-05-06—sy eggenote Evelyn Fenkie Serunya—1948-02-02—Privaatsak X91066, Phokeng—**Segaole**.
72. Juslin Peba—1970-08-02—Eerste Laan 26, Alexandra—**Sebopa**.
73. Mohamed Manjee—1945-06-15—Le Secretariat Aiglemont, Gouvieux, France—**Keshavjee**.
74. Sayed Osman Mahomed—580530 5098 08 6—sy eggenote Shakera Bibi Mahomed—6605240108 08 4—en minderjarige kinders Ayesha Mahomed—851006 0093 08 5—Waseela Mahomed—880701 0240 05 9 en Naazneen Mahomed—900526 0269 08 9—Posbus 617, Ladysmith, Natal—**Sayed**.

GENERAL NOTICES

NOTICE 17 OF 1995

DEPARTMENT OF LABOUR

LABOUR RELATIONS ACT, 1956

APPLICATION FOR VARIATION OF SCOPE OF REGISTRATION OF A TRADE UNION

I, Deon Koen, Assistant Industrial Registrar, do hereby, in terms of section 4 (2) as applied by section 7 (5) of the Labour Relations Act, 1956, give notice that an application for the variation of its scope of registration has been received from the Combined Small Factory Workers' Union. Particulars of the application are reflected in the subjoined table.

Any registered trade union which objects to the application is invited to lodge its objection in writing with me, c/o the Department of Labour, Manpower Building, 215 Schoeman Street, Pretoria (postal address: Private Bag X117, Pretoria, 0001), within one month of the date of publication of this notice.

ALGEMENE KENNISGEWINGS

KENNISGEWING 17 VAN 1995

DEPARTEMENT VAN ARBEID

WET OP ARBEIDSVERHOUDINGE, 1956

AANSOEK OM VERANDERING VAN DIE REGISTRASIEBESTEK VAN 'N VAKVERENIGING

Ek, Deon Koen, Assistentnywerheidsregistrator, maak ingevolge artikel 4 (2) soos toegepas by artikel 7 (5) van die Wet op Arbeidsverhoudinge, 1956, hierby bekend dat 'n aansoek om die verandering van sy registrasiebestek ontvang is van die Combined Small Factory Workers' Union. Besonderhede van die aansoek word in onderstaande tabel verstrek.

Enige geregistreerde vakvereniging wat teen die aansoek beswaar maak, word versoek om binne een maand na die datum van publikasie van hierdie kennisgewing sy beswaar skriftelik by my in te dien, p.a. die Departement van Arbeid, Mannekraggebou, Schoemanstraat 215, Pretoria (posadres: Privaatsak x117, Pretoria, 0001).

TABLE

Name of trade union: Combined Small Factory Workers' Union.

Date on which application was lodged: 29 August 1994.

Interests and area in respect of which application is made: All employees engaged in the Building Industry, Electrical Contracting Industry, Iron, Steel, Engineering and Metallurgical Industry, Motor Industry, Meat Industry, Sweetmaking Industry and Tearoom, Restaurant and Catering Trade in the Magisterial Districts of Germiston, Kempton Park, Krugersdorp, Pretoria, Roodepoort and Springs.

For the purposes hereof the above-mentioned industries and trade are defined as follows:

"Building Industry" without in any way limiting the ordinary meaning of the expression, means the industry in which employers and their employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or making articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared or the necessary articles are made on the sites of the buildings or structures or elsewhere, and includes all work executed or carried out by persons therein who are engaged in the following trades or subdivisions thereof:

- (a) *Asphalting*, which includes covering floors and flat and/or sloping roofs, and waterproofing or dampproofing basements or foundations, whether or not with prepared roll roofing or asphalt sheeting having glazed or unglazed surfaces, whether or not using tar, macadam, neuchatel, limmer or any other type of solid or semi-solid asphalt, mastic or emulsified asphalts or bitumens, applied either hot or cold to such roofs, floors, basements or foundations;
- (b) *bricklaying*, which includes concreting and fixing concrete blocks, slabs or plates, tiling walls and floors, jointing brickwork, pointing, paving, mosaic work, facing work in slate, in marble and in composition, slating, roof tiling and cement caulking earthenware drains;
- (c) *French polishing*, which includes polishing with a brush or pad, and spraying with any composition;
- (d) *glazing*, which includes cutting and/or fixing all kinds of glass or other like products into rebates formed in wooden or metal doors, windows, frames or like fixtures, and all operation incidental thereto;

TABEL

Naam van vakvereniging: Combined Small Factory Workers' Union.

Datum waarop aansoek ingedien is: 29 Augustus 1994.

Belange en gebied ten opsigte waarvan aansoek gedoen word: Alle werknemers in diens in die Bou-nywerheid, Elektrotegniese Aannemingsnywerheid, Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid, Motornywerheid, Vleisbedryf, Lekkergoednywerheid en Teekamer-, Restaurant- en Verversingsbedryf in die landdrosdistrikte Germiston, Kempton Park, Krugersdorp, Pretoria, Roodepoort en Springs.

Vir die doeleindes hiervan word bovermelde nywerhede en bedrywe soos volg omskryf:

"Bounywerheid" beteken, sonder om die gewone betekenis van die uitdrukking enigerwys te beperk, die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou en/of om artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue en bouwerke, hetsy die werk verrig, die materiaal voorberei of die nodige artikels gemaak word op die terreine van die geboue of bouwerke of elders, en dit omvat alle werk wat uitgevoer of verrig word deur persone daarin wat betrokke is by die volgende ambagte of onderafdelings daarvan:

- (a) *Asfaltering*, wat die volgende insluit: Die bedekking van vloere en plat en/of skuins dakke en die waterdigting of vogdigting van kelders of fondamente, hetsy met bereide roldakbedekking of asfaltvelle met geglasuurde of ongeglasuurde oppervlakke, hetsy met gebruikmaking van teer, macadam, neuchatel, limmer of enige ander tipe soliede of halfsoliede asfalt, mastiek of emulsieasfalt of -bitumen, wat óf warm óf koud aan sodanige dakke, vloere, kelders of fondamente aangewend word;
- (b) *messelwerk*, wat die volgende insluit: Betonnering en die aanbring van betonblokke, -blaaie of -plate, die beteëling van mure en vloere, die voegstryking van steenwerk, voegvulling, plaveiwerk, mosaïekwerk, voorwerk met leie, met marmer en met komposisiemateriaal, leiwerk, pandekking en die sementkalfatering van erderiole;
- (c) *lakpolitoering*, wat politoering met 'n kwas of kussinkie en bespuiting met 'n komposisiestof insluit;
- (d) *beglasing*, wat die volgende insluit: Die sny en/of aanbring van alle soorte glas of dergelike produkte in sponnings gevorm in hout- of metaaldeure, -vensters, -rame of dergelike vaste toebehore, en alle werksaamhede wat daarmee gepaard gaan;

- (e) *joinery*, which includes the fixing of all wooden fittings and the manufacture of all articles of joinery incidental to such fittings, whether or not the fixing in the building or structure is done by the person making or preparing the article used, including cupboards, kitchen, dressers or other kitchen fixtures which accrue to the building as a permanent part thereof;
- (f) *lead light making*, which includes the manufacture and/or fixing of lead and/or other metal lights and display signs (excluding electrical fittings incidental thereto) and the glazing relating thereto;
- (g) *masonry*, which includes stone cutting and building (also the cutting and building of ornamental and monumental stone work), concreting and fixing or building precast or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating a Mall and Biax or similar type of portable spinner and flexible cutting, finishing and other stone-working machinery, other than stone-polishing machinery, and sharpening mason's tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;
- (h) *metalwork*, which includes fixing steel ceilings, metal windows, metal doors, builders' smithwork, metal frames, metal stairs and architectural metalwork, and the manufacture and/or fixing of drawn metal and sheet and extruded metal, whether or not the fixing in the building or structure is done by the person making or preparing the article used;
- (i) *painting*, which includes decorating, paper-hanging, distempering, lime and colour washing, staining, varnishing, graining, marbling, spraying, spray painting, signwriting, wall decorating and the use of tar and its products, and also includes sandpapering and all work preparatory to the aforementioned operations, sandpapering walls and woodwork, filling cracks in walls and putting woodwork;
- (i) *plastering*, which includes modelling, model-making, mould-making, facing casts to moulds, making and fixing plaster board ceilings and fibrous plaster of other compositions, granolithic, terrazzo and composition floor-laying, composition wall covering and polishing, operating a Mall and Biax or similar type of portable spinner and flexible cutting and finishing machinery, wall and floor tiling, paving and mosaic work, metal lathing, acoustic spraying and all processes incidental to the completion of ceilings and walls, whether or not the fixing in the building or structure is done by the person making or preparing the article used;
- (e) *Skrynerwerk*, wat die volgende insluit: Die aanbring van alle houttoebehore en die vervaardiging van alle skrynerwerkartikels wat met sodanige toebehore gepaard gaan, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie, met inbegrip van rakkaste, kombuisvaste of ander kombuisvastetoehore wat by die gebou hoort as permanente deel daarvan;
- (f) *ruit-in-lood-werk*, wat die volgende insluit: Die vervaardiging en/of aanbring van ruite-in-lood en/of ruite in ander metaal en van vertoonglaswerk (uitgesonderd elektriese toebehore wat daarmee gepaard gaan) en die beglasing in verband daarmee;
- (g) *klipmesselwerk*, wat die volgende insluit: Klipkap- en klipbouwerk (ook die kap en bou van sier- en monumentklipwerk), betonnering en die aanbring of inbou van voorafgegiëte of kunsklip of marmer, plaveiwerk, mosaïekwerk, prikking, muur- en vloerbeteëling, die bediening van 'n Mall en Biax- of dergelike tipe verplaasbare toller en meerdoelige sny-, afwerk- en ander klipwerkmasjinerie, uitgesonderd klippoleermasjinerie, en die skerpmaak van klipmesselaarsgereedskap, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;
- (h) *metaalwerk*, wat die volgende insluit: Die aanbring van staalplafonne, metaalvensters, metaaldeure, siermetaalwerk, metaalrame, metaaltrappe en boumetaalwerk en die vervaardiging en/of aanbring van getrokke metaal en plaat- en uitgedrukte metaal, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;
- (i) *verfwerk*, wat die volgende insluit: Versiering, muurplakking, distempering, afwitting, kleurekalking, beitsing, vernissing, vlamskildering, marmering, bespuiting, spuitskildering, letterskildering, muurversiering en die gebruik van teer en die produkte daarvan, asook skuring met skuurpapier en alle werk ter voorbereiding vir voormelde werksaamhede, die afskuring (met skuurpapier) van mure en houtwerk, die vulling van barste in mure en die bestopverf van houtwerk;
- (j) *pleisterwerk*, wat die volgende insluit: Modelleerwerk, modelmakery, vormmakery, die afwerking van gietsels volgens gietsvorms, die maak en aanbring van gipsbordplafonne en veselpleister of ander komposisiemateriaal, granoliet-, terraggio- en komposisiebevloering, komposisiemuurbedekking en -polering, die bediening van 'n Mall en Biax- of dergelike tipe verplaasbare toller en meerdoelige sny- en afwerkmasjinerie, muur- en vloerbeteëling, plavei- en mosaïekwerk, plaatgaaswerk, akoestiekspuitwerk en alle prosesse wat gepaard gaan met die voltooiing van plafonne en mure, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

- (k) *plumbing*, which includes brazing and welding, lead burning, gas fitting, sanitary and domestic engineering, drainlaying, caulking, ventilating, heating, hot and cold water fitting, fire-sprinkler installation and the manufacture and fitting of all sheetmetal work, whether or not the fixing in the building or structure is done by the person making or preparing the article used;
- (l) *shop, office and bank fitting*, which includes the manufacture and fixing of shop fronts, window enclosures, showcases, counters, screens and interior fittings and fixtures;
- (m) *steel reinforcing and/or steel construction*, which includes fixing all classes of steel or other metal columns, girders, steel joists, sheeting or metal in any other form which forms part of a building or structure;
- (n) *woodworking*, which includes carpentry and veneer panelling, and the polishing and sandpapering of same, woodworking, machining, turning, carving, the cladding of all types of roofs, fixing sound and acoustic material, cork and asbestos insulation, wood-lathing, composition ceilings and wall covering, drilling and plugging walls, covering woodwork with metal, block and other flooring (which includes carpet fitting), including wood, linoleum, rubber composition, asphalt-based floor coverings or cork, including the sandpapering of same, operating a Mall and Biax or similar type of portable spinner and flexible cutting, finishing and polishing machinery, shuttering and/or preparing forms or moulds for concrete, whether or not the fixing in the building or structure is done by the person making or preparing the article used: Provided that the laying of linoleum or carpets by a supplier whose main business is in the Commercial Distributive Trade shall be excluded from this definition when such laying is incidental to the sale of such linoleum or carpets and forms no part of the direct cost to the customer.

"Electrical Contracting Industry" means the industry in which employers and their employees are associated for the purpose of the design, preparation (other than manufacture for sale) and erection of electrical installations forming an integral and permanent part of buildings, and the repair and/or maintenance of such installations, including any cable jointing and electrical wiring associated therewith.

- (k) *loodgieterswerk*, wat die volgende insluit: Sweissoldeerwerk en sweiswerk, loodlaswerk, gasaanlêwerk, sanitêre en huisingenieurswerk, rioollêwerk, kalfaatwerk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, die installering van brandsprinkelaars en die vervaardiging en aanbring van alle plaatmetaalwerk, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aanbring word of nie;
- (l) *winkel-, kantoor- en bankuitrustingswerk*, wat die volgende insluit: Die vervaardiging en aanbring van winkelfronte, vensterafskortings, uitstalkaste, toonbanke, skerms en binnenshuise los en vaste toebehore;
- (m) *staalwapening en/of staalkonstruksie*, wat die volgende insluit: Die aanbring van alle klasse staal- of ander metaalsuile, lêers, staalbalke of fynplaat, of metaal in enige ander vorm wat deel uitmaak van 'n gebou of bouwerk;
- (n) *houtwerk*, wat die volgende insluit: Timmerwerk en fineerpaneelwerk, en die polering en skuur daarvan, houtbewerking, masjinerie, draaiwerk, houtsnijwerk, die bekleding van alle soorte dakke, die aanbring van klank- en akoestiek materiaal, kurk- en asbesisolasie, houtlatwerk, komposisieplafonne en muurbedekking, die boor van gate en die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blokkies- en ander bevloering (wat die lê van tapyte insluit), met inbegrip van bevloering met hout, linoleum, rubberkomposisie, asfaltiese vloerbedekkings of kurk, asook die skuur daarvan met skuurpapier, die bediening van 'n Mall en Biax- of dergelike tipe verplaasbare toller en meerdoelige sny-, afwerk- en poleermasjinerie, bekisting en/of die voorbereiding van vorms vir beton, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aanbring word of nie: Met dien verstande dat die lê van linoleum of tapyte deur 'n verskaffer wie se vernaamste besigheid in die Komersiële Distribusiebedryf is, uitgesluit is van hierdie omskrywing wanneer sodanige lêwerk gepaard gaan met die verkoop van sodanige linoleum of tapyte en nie deel uitmaak van die direkte koste vir die klant nie.

"Elektrotegniese Aannemingsnywerheid" beteken die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is vir die doel van die ontwerp, voorbereiding (uitgesonderd die vervaardiging vir verkoop) en oprigting van elektriese installasies wat 'n integrerende en permanente deel van geboue uitmaak, en die herstel en/of onderhoud van sodanige installasies, met inbegrip van enige kabelllaswerk en elektriese bedrading wat daarmee in verband staan.

"Iron, Steel, Engineering and Metallurgical Industry" means (subject to the provisions of any demarcation determination made in terms of section 76 of the Labour Relations Act, 1956) the industries concerned with the production of iron and/or steel and/or alloys, and/or the processing and/or recovery and/or refining of metals (other than precious metals) and/or alloys from dross and/or scrap and/or residues; the maintenance, fabrication, erection or assembly, construction, alteration, replacement or repair of any machine, vehicle (other than a motor vehicle) or article consisting mainly of metal (other than a precious metal), or parts or components thereof, and structural metal work, including steel reinforcement work; the manufacture of metal goods principally from such iron and/or steel and/or other metals (other than precious metals) and/or alloys, and/or the finishing of metal goods; the building and/or alteration and/or repair of boats and/or ships, including the scraping, chipping and/or scaling and/or painting of the hulls of boats and/or ships and general woodwork undertaken in connection with ship repairs.

"Motor Industry" means (without in any way limiting the ordinary meaning of the expression and subject to the provisions of any demarcation determination made in terms of section 76 of the Labour Relations Act, 1956), the industry concerned with—

(a) assembling, erecting, testing, remanufacturing, repairing, adjusting, overhauling, wiring, upholstering, spraying, painting and/or reconditioning carried on in connection with—

(i) chassis and/or bodies of motor vehicles;

(ii) internal combustion engines and transmission components of motor vehicles;

(iii) electrical equipment connected with motor vehicles, including radios;

(b) automotive engineering;

(c) repairing, vulcanising and/or retreading tyres;

(d) repairing, servicing and/or reconditioning batteries for motor vehicles;

(e) the business of parking and/or storing motor vehicles;

(f) the business conducted by filling and/or service stations;

(g) the business carried on mainly or exclusively for the sale of motor vehicles or of motor vehicle parts and/or spares and/or accessories (whether new or used), whether or not such sale is conducted from premises that are attached to a part of an establishment in which the assembly or repair of motor vehicles is carried out;

"Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid" beteken (behoudens die bepalings van enige afbakeningsvasstelling gemaak kragtens artikel 76 van die Wet op Arbeidsverhoudinge, 1956) die nywerhede betrokke by die produksie van yster en/of staal en/of legerings, en/of die verwerking en/of herwinning en/of affinerings van metale (uitgesonderd edelmetale) en/of legerings uit metaalskuim en/of skroot en/of residu's; die onderhoud, vervaardiging, oprigting of montering, bou, verandering, vervanging of herstel van enige masjien, voertuig (uitgesonderd 'n motorvoertuig) of artikel wat hoofsaaklik uit metaal (uitgesonderd 'n edelmetaal) bestaan, of onderdele of komponente daarvan, en struktuurmetaalwerk, met inbegrip van staalwapeningswerk; die vervaardiging van metaalgoedere hoofsaaklik uit sodanige yster en/of staal en/of ander metale (uitgesonderd edelmetale) en/of legerings, en/of die afwerking van metaalgoedere; die bou en/of verandering en/of herstel van bote en/of skepe, met inbegrip van die afskraap, afbik en/of ontskaling en/of verf van die rompe van bote en/of skepe en algemene houtwerk wat in verband met skeeps herstelwerk onderneem word.

"Motornywerheid" beteken (sonder om die gewone betekenis van die uitdrukking enigerwys te beperk en behoudens die bepalings van enige afbakeningsvasstelling gemaak kragtens artikel 76 van die Wet op Arbeidsverhoudinge, 1956), die nywerheid betrokke by—

(a) montering, oprigting, toetsing, hervervaardiging, herstelwerk, verstelwerk, opknapping, bedrading, stoffering, bespuiting, verfwerk en/of vernuwing uitgevoer in verband met—

(i) onderstelle en/of bakke van motorvoertuie;

(ii) binnebrandenjins en transmissiekomponente van motorvoertuie;

(iii) elektriese uitrusting in verband met motorvoertuie, met inbegrip van radio's;

(b) motoringenieurswerk;

(c) die herstel, vulkanisering en/of versoling van buitebande;

(d) die herstel, versiening en/of vernuwing van batterye vir motorvoertuie;

(e) die besigheid gedryf deur ondernemings vir die parkering en/of stalling van motorvoertuie;

(f) die besigheid gedryf deur vul- en/of diensstasies;

(g) die besigheid hoofsaaklik of uitsluitlik gedryf vir die verkoop van motorvoertuie of van motorvoertuigonderdele en/of -reserwedele en/of -bybore (hetsy nuut of gebruik), ongeag of sodanige verkoop geskied vanuit 'n perseel wat verbind is aan 'n gedeelte van 'n bedryfsinrigting waarin die montering of herstel van motorvoertuie uitgevoer word;

- (h) the business conducted by motor graveyards;
- (i) the business conducted by manufacturing establishments in which motor vehicle parts and/or spares and/or accessories and/or components are manufactured;
- (j) vehicle body building;
- (k) the sale of tractors and agricultural and irrigation equipment (not connected with the manufacture thereof).

For the purposes of this definition —

“automotive engineering” means the reconditioning of internal combustion engines or parts thereof for use in motor vehicles in establishments mainly or exclusively so engaged, whether such establishments dismantle and repair motor vehicles or not;

“motor vehicle” means any wheeled conveyance that is propelled by mechanical power (other than steam) or electrically and that is designed for haulage and/or for the transportation of persons and/or goods and/or loads, and includes a trailer and a caravan, but does not include any equipment designed to run on fixed tracks, a trailer designed to transport loads of 27 273 kg or over, or an aircraft; and

“vehicle body building” means any or all of the following activities carried on in a vehicle body building establishment, but does not include vehicle body building done by assembly establishments incidental to the assembly of motor vehicles:

- (i) The construction, repair or renovation of cabs and/or bodies and/or any superstructure for any type of vehicle;
- (ii) the manufacture or repair of component parts for cabs and/or bodies and/or any superstructure, and the assembling, adjusting and installation of parts in cabs or bodies or on the superstructure of vehicles;
- (iii) fixing cabs and/or bodies and/or any superstructure to the chassis of any type of vehicle;
- (iv) coating and/or decorating cabs and/or bodies and/or any superstructure with any preservative or decorative substance;
- (v) equipping, furnishing and finishing off the interior of cabs and/or bodies and/or any superstructure;
- (vi) the building of trailers, excluding the manufacture of wheels or axles therefor; and
- (vii) all operations incidental to or consequent on the activities referred to in paragraphs (i) to (vi) above;

and for the purposes of this definition, “vehicle” does not include an aircraft.

- (h) die besigheid gedryf deur motorslopingsondernemings;
- (i) die besigheid gedryf deur vervaardigingsbedryfsinrigtings waarin motorvoertuigonderdele en/of -reserwedele en/of -bybehore en/of -komponente vervaardig word;
- (j) voertuigbakbou;
- (k) die verkoop van trekkers en landbou- en besproeiingsuitrusting (nie gekoppel aan die vervaardiging daarvan nie).

Vir die doeleindes van hierdie omskrywing beteken —

“motoringenieurswerk” die vernuwing van binnebrandenjins of onderdele daarvan vir gebruik in motorvoertuie in bedryfsinrigtings waarin hoofsaaklik of uitsluitlik sodanige werk verrig word, hetsy daar in sodanige bedryfsinrigtings motorvoertuie uitmekaargehaal en herstel word al dan nie;

“motorvoertuig” enige wielvoertuig wat deur meganiese krag (uitgesonderd stoom) of elektries aangedryf word en wat ontwerp is vir trekvervoer en/of vir die vervoer van persone en/of goedere en/of vragte, en omvat dit 'n sleepwa en 'n woonwa, maar nie ook uitrusting wat ontwerp is om op vaste spore te loop, 'n sleepwa wat ontwerp is om vragte van 27 273 kg of meer te vervoer of 'n vliegtuig nie; en

“voertuigbakbou” enige van of al ondervermelde werksaamhede wat in 'n voertuigbakboubedryfsinrigting verrig word, maar omvat dit nie voertuigbakbou deur monterbedryfsinrigtings verrig gepaard met die montering van motorvoertuie nie:

- (i) Die bou, herstel of vernuwing van kajuite en/of bakke en/of enige bobou vir enige tipe voertuig;
- (ii) die vervaardiging of herstel van samestellende dele vir kajuite en/of bakke en/of enige bobou, en die montering, regstelling en installering van onderdele in kajuite of bakke of op die bobou van voertuie;
- (iii) die vassit van kajuite en/of bakke en/of enige bobou aan die onderstel van enige tipe voertuig;
- (iv) die bestryking en/of versiering van kajuite en/of bakke en/of enige bobou met 'n preserveermiddel of versierstof;
- (v) die uitrus, stoffeer en afwerk van die binnekant van kajuite en/of bakke en/of enige bobou;
- (vi) die bou van sleepwaens, uitgesonderd die vervaardiging van wiele of asse daarvoor; en
- (vii) alle bedrywighede wat gepaard gaan met of voortspruit uit die werksaamhede bedoel in paragrawe (i) tot (vi) hierbo;

en vir die doeleindes van hierdie omskrywing omvat “voertuig” nie 'n vliegtuig nie.

"Motor Industry" as defined above does not include the following:

- (a) The manufacture of motor vehicle parts and/or accessories and/or spares and/or components in establishments laid out for and normally engaged in the production of metal and/or plastic goods of a different character on a substantial scale, or the sale of motor spare parts and accessories by assembly establishments from such establishments;
- (b) the assembling, erecting, testing, repairing, adjusting, overhauling, wiring, spraying, painting and/or reconditioning of agricultural tractors, except where carried on in establishments rendering similar services in respect of motor cars, motor lorries or motor trucks;
- (c) the manufacture and/or maintenance and/or repair of—
 - (i) civil and mechanical engineering equipment, and/or parts thereof, whether or not mounted on wheels;
 - (ii) agricultural equipment or parts thereof;
 - (iii) equipment designed for use in factories and/or workshops;

Provided that, for the purposes of subparagraphs (i), (ii) and (iii) above, "equipment" shall not be taken to mean motor cars, motor lorries and/or motor trucks;

- (iv) motor vehicle or other vehicle bodies and/or parts or components thereof made of steel plate of 3,175 mm thickness or thicker, when carried on in establishments laid out for and normally engaged in the manufacture and/or maintenance and/or repair of civil and/or mechanical engineering equipment on a substantial scale;
- (d) assembly establishments, i.e. establishments in which motor vehicles are assembled from new components on an assembly line, which includes the manufacture and/or fabrication of any motor vehicle parts or components when carried on in such establishments, but which does not include vehicle body building, except in so far as it is carried on incidental to the assembly of motor vehicles other than caravans and trailers.

"meat Industry" means the industry in which employers and their employees are associated for—

- (a) the slaughtering of livestock;
- (b) the handling, preparation, preservation, sale or distribution of meat by any person who, in terms of a proclamation published under section 14 of the Marketing Act, 1968 (Act No. 59

"Motornywerheid," soos hierbo omskryf, omvat nie die volgende nie:

- (a) Die vervaardiging van motorvoertuigonderdele en/of -bybehore en/of -reserwedele en/of -komponente in bedryfsinrigtings wat aangelê is vir en gewoonlik betrokke is by die produksie van metaal- en/of plastiekgoedere van 'n ander aard op aansienlike skaal, of die verkoop van motorreserwedele en -bybehore deur monterbedryfsinrigtings vanuit sodanige bedryfsinrigtings;
- (b) die montering, bou, toetsing, herstel, regstelling, opknapping, bedrading, bespuiting, verf en/of vernuwing van landboutrekkers, behalwe waar dit uitgevoer word in bedryfsinrigtings wat soortgelyke dienste lewer ten opsigte van motorkarre, vragmotors of motorvragwaens;
- (c) die vervaardiging en/of onderhoud en/of herstel van—
 - (i) uitrusting vir siviele en werktuigkundige ingenieurswerk, en/of onderdele daarvan, hetsy dit op wyle gemonteer is al dan nie;
 - (ii) landbou-uitrusting of onderdele daarvan;
 - (iii) uitrusting bedoel vir gebruik in fabriek en/of werkwinkels;

Met dien verstande dat, vir die doeleindes van subparagrafe (i), (ii) en (iii) hierbo, "uitrusting" nie geag word motorkarre, vragmotors en/of motorvragwaens te beteken nie;

- (iv) motorvoertuig- of ander voertuigbakke en/of onderdele of komponente daarvan gemaak van staalplaat 3,175 mm dik of dikker, wanneer dit gedoen word in bedryfsinrigtings wat aangelê is vir en gewoonlik betrokke is by die vervaardiging en/of onderhoud en/of herstel, op aansienlike skaal, van uitrusting vir siviele en/of werktuigkundige ingenieurswerk;
- (d) monterbedryfsinrigtings, dit wil sê bedryfsinrigtings waarin motorvoertuie uit nuwe komponente op 'n monterbaan gemonteer word, wat die vervaardiging en/of fabrisering van enige motorvoertuigonderdele of -komponente omvat wanneer dit in sodanige bedryfsinrigtings gedoen word, maar wat nie voertuigbakbou omvat nie behalwe in sover dit gepaardgaande met die montering van motorvoertuie, uitgesonderd woonwaens en sleepwaens, gedoen word.

"Vleisbedryf" beteken die bedryf waarin werkgewers en hul werknemers met mekaar geassosieer is vir—

- (a) die slag van lewende hawe;
- (b) die hantering, voorbereiding, preserving, verkoop of verspreiding van vleis deur enige persoon van wie ingevolge 'n proklamasie gepubliseer kragtens artikel 14 van die

of 1968), is required to be registered with the Meat Board, or the business of selling or offering or displaying meat for sale in any quantity in a shop;

- (c) the sale in such shop, in conjunction with the sale of meat, of sausages, polonies, offal, ham, bacon, eggs, butter, poultry and salted, frozen or preserved meat or fish; and
- (d) the purchase or sale of livestock if carried on in conjunction with any one or more of the activities referred to under paragraph (b),

and includes all operations incidental to or consequent on any of the aforesaid activities;

and for the purposes of these definitions.

"livestock" means bulls, cows, heifers, oxen, tollies, calves, sheep, lambs, goats, pigs, antelopes or any other quadruped intended for human consumption, and includes horses, donkeys, mules, ostriches and poultry; and

"meat" means meat intended for human consumption and includes venison and horse, mule, donkey, rabbit, poultry and ostrich meat.

"Sweetmaking Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated in establishments for the manufacture of sweets, and includes the manufacture of any commodity or ingredient used in the manufacture of sweets if carried on at such establishments, and further includes all operations incidental to or consequent on such activities.

"Tearoom, Restaurant and Catering Trade" means the trade in which employers and their employees are associated wholly or mainly for the purpose of preparing, serving or providing meals or refreshments (whether liquid or otherwise) or both such meals and refreshments in or from any establishment or part thereof, whether permanent, temporary, indoors or in the open air, and includes such activities when carried on in or from one or more classes or premises or parts thereof—

- (a) used as public restaurants, fish-and-chips shops, cafes, tearooms, roadhouses and take-away food outlets, except where the preparation and/or supply of ready-to-consume food and/or refreshments take(s) place on or from the premises of an accommodation establishment;
- (b) where meals or non-alcoholic drinks are served for consumption on the premises or are provided for consumption away from the premises;
- (c) where aerated or mineral waters are supplied in glasses or other containers for consumption on the premises; and

Bemarkingswet, 1968 (Wet No. 59 van 1968), vereis word om by die Vleisraad geregistreer te wees, of die besigheid om vleis in enige hoeveelheid in 'n winkel te verkoop of vir verkoop aan te bied of uit te stal;

- (c) die verkoop van wors, polonie, afval, ham, spekvleis, eiers, botter, pluimvee en gesoute, bevrore of gepreserveerde vleis of vis in sodanige winkel, saam met die verkoop van vleis;
- (d) die koop of verkoop van lewende hawe indien dit onderneem word saam met enigeen of meer van die werksaamhede in paragraaf (b) bedoel,

en dit omvat alle bedrywighede wat met enige van voormelde werksaamhede gepaard gaan of daaruit voortspruit:

en vir die doeleindes van hierdie omskrywing beteken—

"lewende hawe" bulle, koeie, verse, osse, tollies, kalwers, skape, lammers, bokke, varke, wildsbokke of enige ander viervoetige diere wat vir menslike verbruik bedoel is, en omvat dit perde, donkies, muile, volstruise en pluimvee; en

"vleis" vleis wat vir menslike verbruik bedoel is, en omvat dit wilds-, perde-, muil-, donkie-, konyn-, pluimvee- en volstruisvleis.

"Lekkergoednywerheid" beteken, sonder om die gewone betekenis van die uitdrukking enigerwys te beperk, die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is in bedryfsinrigtings vir die vervaardiging van lekkergoed, en dit omvat die vervaardiging van enige handelsartikel of bestanddeel wat gebruik word by die vervaardiging van lekkergoed indien dit by sodanige bedryfsinrigtings gedoen word, en dit omvat voorts alle bedrywighede wat met sodanige werksaamhede gepaard gaan of daaruit voortspruit.

"Teekamer-, Restaurant- en Verversingsbedryf" beteken die bedryf waarin werkgewers en hul werknemers met mekaar geassosieer is uitsluitlik of hoofsaaklik met die doel om etes of verversings (hetsy vloeibaar of ander) of sowel sodanige etes as sodanige verversings te berei, te bedien of te verskaf in of vanuit enige bedryfsinrigting of gedeelte daarvan, hetsy permanent, tydelik, binnenshuis of in die ope lug, en dit omvat sodanige werksaamhede wanneer verrig in of vanuit een of meer klasse persele of gedeeltes daarvan—

- (a) wat gebruik word as openbare restaurante, vis-en-skyfie-winkels, kafees, teekamers, padkafees en verkooppunte vir wegneemkos, behalwe wanneer die voorbereiding en/of verskaffing van eetklaar voedsel en/of verversings plaasvind op of vanuit die perseel van 'n huisvestingsinrigting;
- (b) waar etes of nie-alkoholiese drankie bedien word vir verbruik op die perseel of verskaf word vir verbruik weg van die perseel;
- (c) waar spuit- of mineraalwater in glase of ander houers verskaf word vir verbruik op die perseel; en

- (d) wherein or wherefrom the activities referred to herein are carried on in respect of or in connection with any theatre, bioscope, bioteatroom, drive-in cinema or other entertainment or any function;

and also includes the supply of liquor in any such establishments or on any such premises in terms of a liquor licence held or deemed to be held by such employers or issued under the Liquor Act, 1989, but does not include hotelkeepers, boarding-housekeepers or lodging-housekeepers, and further includes all operations incidental to or consequent on any of the aforesaid activities.

Postal address of applicant: P.O. Box 1835, Marlboro, 2063.

Office address of applicant: Room 22, Pejeff Building, Arkwright Avenue 24, Wynberg, 2090.

Attention is drawn to the following requirements of sections 4 and 7 of the Act:

- (a) The representatives of any trade union which objects to the application shall in terms of section 4 (4) as applied by section 7 (5) be determined on the facts as they existed at the date on which the application was lodged and, as far as membership is concerned, only members who were in good standing in terms of section 1 (2) of the Act as at the aforesaid date shall be taken into consideration.
- (b) The procedure laid down in section 4 (2) must be followed in connection with any objection lodged.

D. KOEN,

Assistant Industrial Registrar.

(13 January 1995)

NOTICE 18 OF 1995

NOTICE AND ORDER OF FORFEITURE

Notice of forfeiture to the State of money in terms of regulation 22B of the Regulations ("the Exchange Control Regulations") made under section 9 of the Currency and Exchanges Act, 1933, as amended (Act No. 9 of 1933), as promulgated by Government Notice No. R. 1111 of 1 December 1961, as amended, in respect of the money of—

SAMUEL JACOB BRICK

(Date of birth 1931-11-08)

(hereinafter referred to as "the Respondent")

of:

P.O. Box 87162
HOUGHTON
2041.

Be pleased to take notice that:

1. The Minister of Finance has, by virtue of the provisions of regulation 22E of the Exchange Control Regulations delegated all the functions and/or powers conferred upon the Treasury by the provisions of the Exchange Control Regulations [with

- (d) waarin of waarvandaan die werksaamhede hierin bedoel, verrig word ten opsigte van of in verband met enige teater, bioskoop, kafee-bioskoop, inryteater of ander vermaaklikheid of enige onthaal;

En dit omvat ook die verskaffing van drank in enige sodanige bedryfsinrigtings of op enige sodanige persele kragtens 'n dranklisensie gehou of geag gehou te word deur sodanige werkgewers of uitgereik kragtens die Drankwet, 1989, maar dit omvat nie hotelhouders, losieshuishouders of huurkamerhuishouders nie, en dit omvat voorts alle bedrywigheide wat met enige van voormelde werksaamhede gepaard gaan of daaruit voortspruit.

Posadres van applikant: Posbus 1835, Marlboro, 2063.

Kantooradres van applikant: Kamer 22, Pejeff-gebou, Arkwrightlaan 24, Wynberg, 2090.

Die aandag word gevestig op onderstaande vereistes van artikels 4 en 7 van die Wet:

- (a) Die mate waarin 'n beswaarmakende vakvereniging verteenwoordigend is, word ingevolge artikel 4 (4), soos toegepas by artikel 7 (5), bepaal volgens die feite soos hulle bestaan het op die datum waarop die aansoek ingedien is, en wat die lidmaatskap betref, word alleen lede wat ingevolge artikel 1 (2) van die Wet op voormelde datum volwaardige lede was, in aanmerking geneem.
- (b) Die prosedure voorgeskryf by artikel 4 (2) moet gevolg word in verband met 'n beswaar wat ingedien word.

D. KOEN,

Assistentnywerheidsregistrator.

(13 Januarie 1995)

KENNISGEWING 18 VAN 1995

KENNISGEWING EN BEVEL VAN VERBEURDVERKLARING

Kennisgewing van verbeurdverklaring aan die Staat van geld kragtens regulasie 22B van die Regulasies ("die Deviesebeheerregulasies") uitgevaardig kragtens artikel 9 van die Wet op Betaalmiddels en Wisselkoerse, 1933, soos gewysig (Wet No. 9 van 1933), soos uitgevaardig by Goewermmentskennisgewing No. R. 1111 van 1 Desember 1961, soos gewysig, ten opsigte van die geld van:

SAMUEL JACOB BRICK

(Geboortedatum 1931-11-08)

(hierna na verwys as "die Respondent")

van:

Posbus 87162
HOUGHTON
2041.

Geliewe kennis te neem:

1. Die Minister van Finansies het, kragtens die bepalings van regulasie 22E van die Deviesebeheerregulasies al die funksies en/of bevoegdhede wat by die Deviesebeheerregulasies aan die Tesourie toegewys is, asook al die pligte

the exception of the functions and/or powers conferred upon the Treasury by regulations 3 (5) and (8), 16, 20 and 22, but which exception does not include the functions and/or powers under Exchange Control Regulations 22A, 22B, 22C and 22D], and assigned the duties imposed thereunder on the Treasury, to the Governor of the South African Reserve Bank or a Deputy Governor of the South African Reserve Bank.

2. By virtue of the functions, powers and/or duties vested in a Deputy Governor of the South African Reserve Bank in terms of the delegation and assignment of the functions, powers and/or duties referred to in 1 above, I hereby give notice of a decision to forfeit to the State the following money and I hereby declare and order forfeited to the State the following money, namely:

2.1 The amount of **R136 388,61** being capital standing to the credit of the Respondent in Account Number 9515-501-4 in the name of Samuel Jacob Brick at the Corporation for Public Deposits, Pretoria, together with interest on and/or other accrual to such capital.

3. The date upon which the money specified in 2 above is hereby forfeited to the State in the date upon which this notice of forfeiture is published in this *Gazette*.
4. The money specified in 2 above shall be disposed of by deposit thereof into the State Revenue Fund.
5. This notice also constitutes a written order, as contemplated in regulation 22B of the Exchange Control Regulations, in terms of which the money specified in 2 above is hereby forfeited to the State.
6. SIGNED at PRETORIA on this the 5th day of January 1995.

J. H. MEIJER,

Deputy Governor: South African Reserve Bank.

(13 January 1995)

NOTICE 20 OF 1995

NOTICE AND ORDER OF FORFEITURE

Notice of forfeiture to the State of money in terms of regulation 22B of the Regulations ("the Exchange Control Regulations") made under section 9 of the Currency and Exchanges Act, 1933, as amended (Act No. 9 of 1933), as promulgated by Government Notice No. R. 1111 of 1 December 1961, as amended, in respect of the money of—

JOHN JAMES MOOLMAN

(Identity Number 350825 5010 00 0)

(hereinafter referred to as "the Respondent")

of:

The Farm Kalkoenkrans
Amersfoort District
TRANSVAAL.

Be pleased to take notice that:

1. The Minister of Finance has, by virtue of the provisions of regulation 22E of the Exchange Control Regulations delegated all the functions and/or

daarkragtens aan die Tesourie opgelê [met die uitsondering van die funksies en/of bevoegdhede wat by regulasies 3 (5) en (8), 16, 20 en 22 aan die Tesourie toegewys is, welke uitsondering nie die funksies en/of bevoegdhede ingevolge Deviesebeheerregulasies 22A, 22B, 22C en 22D insluit nie] gedelegeer en oorgedra aan die President van die Suid-Afrikaanse Reserwebank of 'n Visepresident van die Suid-Afrikaanse Reserwebank.

2. Ingevolge die funksies, bevoegdhede en/of ligte wat kragtens die delegasie van sodanige funksies en/of bevoegdhede en die oordrag van sodanige pligte, waarna verwys word in 1 hierbo, in 'n Visepresident van die Suid-Afrikaanse Reserwebank bestig, gee ek hiermee kennis van 'n besluit om die volgende geld aan die Staat verbeurd te verklaar, en beveel en verklaar ek hiermee aan die Staat die volgende geld verbeurd, naamlik:

2.1 Die bedrag van **R136 388,61** synde kapitaal wat tot krediet staan van die Respondent in Rekeningnommer 9515-501-4 in die naam van Samuel Jacob Brick by die Korporasie vir Openbare Deposito's, Pretoria, tesame met rente en/of ander aanwas op sodanige kapitaal.

3. Die datum waarop die geld, wat in 2 hierbo aangedui word, hiermee aan die Staat verbeurd verklaar word, is die datum waarop hierdie kennisgewing van verbeurdverklaring in hierdie *Staatskoerant* gepubliseer word.
4. Die geld wat in 2 hierbo aangedui word, sal oor beskik word deur in die Staatsinkomstefonds gestort te word.
5. Hierdie kennisgewing dien ook as 'n skriftelike bevel, soos bedoel by regulasie 22B van die Deviesebeheerregulasies, ingevolge waarvan die geld in 2 hierbo aangedui, hiermee aan die Staat verbeurd verklaar word.
6. GETEKEN te PRETORIA op hierdie 5de dag van Januarie 1995.

J. H. MEIJER,

Visepresident: Suid-Afrikaanse Reserwebank.

(13 Januarie 1995)

KENNISGEWING 20 VAN 1995

KENNISGEWING EN BEVEL VAN VERBEURDVERKLARING

Kennisgewing van verbeurdverklaring aan die Staat van geld kragtens regulasie 22B van die Regulasies ("die Deviesebeheerregulasies") uitgevaardig kragtens artikel 9 van die Wet op Betaalmiddels en Wisselkoerse, 1933, soos gewysig (Wet No. 9 van 1933), soos uitgevaardig by Goewermentskennisgewing No. R. 1111 van 1 Desember 1961, soos gewysig, ten opsigte van die geld van:

JOHN JAMES MOOLMAN

(Identiteitsnommer 350825 5010 00 0)

(hierna na verwys as "die Respondent")

van:

Die Plaas Kalkoenkrans
Distrik Amersfoort
TRANSVAAL.

Geliewe kennis te neem:

1. Die Minister van Finansies het, kragtens die bepaling van regulasie 22E van die Deviesebeheerregulasies al die funksies en/of bevoegd-

powers conferred upon the Treasury by the provisions of the Exchange Control regulations [with the exception of the functions and/or powers conferred upon the Treasury by Regulations 3 (5) and (8), 16, 20 and 22, but which exception does not include the functions and/or powers under Exchange Control Regulations 22A, 22B, 22C and 22D], and assigned the duties imposed thereunder on the Treasury, to the Governor of the South African Reserve Bank or a Deputy Governor of the South African Reserve Bank.

2. By virtue of the functions, powers and/or duties vested in a Deputy Governor of the South African Reserve Bank in terms of the delegation and assignment of the functions, powers and/or duties referred to in 1 above, I hereby give notice of a decision to forfeit to the State the following money and I hereby declare and order forfeited to the State the following money, namely:

2.1 The amount of **R129 240,23** being capital standing to the credit of the Respondent in Account Number 9516-110-4 in the name of John James Moolman at the Corporation for Public Deposits, Pretoria, together with interest on and/or other accrual to such capital.

3. The date upon which the money specified in 2 above is hereby forfeited to the State is the date upon which this notice of forfeiture is published in this *Gazette*.
4. The money specified in 2 above shall be disposed of by deposit thereof into the State Revenue Fund.
5. This notice also constitutes a written order, as contemplated in regulation 22B of the Exchange Control Regulations, in terms of which the money specified in 2 above is hereby forfeited to the State.
6. SIGNED at PRETORIA on this the 5th day of January 1995.

J. H. MEIJER,

Deputy Governor: South African Reserve Bank.

(13 January 1995)

NOTICE 21 OF 1995

NOTICE AND ORDER OF FORFEITURE

Notice of forfeiture to the State of money in terms of regulation 22B of the Regulations ("the Exchange Control Regulations") made under section 9 of the Currency and Exchanges Act, 1933, as amended (Act No. 9 of 1933), as promulgated by Government Notice No. R. 1111 of 1 December 1961, as amended, in respect of the money of—

JASPER JOHANNES VISSER

(Date of birth 1943-05-19)

(hereinafter referred to as "the Respondent")

of:

The Farm Goedehoop
Middelburg
TRANSVAAL.

Be pleased to take notice that:

1. The Minister of Finance has, by virtue of the provisions of regulation 22E of the Exchange Control Regulations delegated all the functions and/or

hede wat by die Deviesebeheerregulasies aan die Tesourie toegewys is, asook al die pligte daarkragtens aan die Tesourie opgelê [met die uitsondering van die funksies en/of bevoegdhede wat by regulasies 3 (5) en (8), 16, 20 en 22 aan die Tesourie toegewys is, welke uitsondering nie die funksies en/of bevoegdhede ingevolge Deviesebeheerregulasies 22A, 22B, 22C en 22D insluit nie] gedelegeer en oorgedra aan die President van die Suid-Afrikaanse Reserwebank of 'n Visepresident van die Suid-Afrikaanse Reserwebank.

2. Ingevolge die funksies, bevoegdhede en/of pligte wat kragtens die delegasie van sodanige funksies en/of bevoegdhede en die oordrag van sodanige pligte, waarna verwys word in 1 hierbo, in 'n Visepresident van die Suid-Afrikaanse Reserwebank vestig, gee ek hiermee kennis van 'n besluit om die volgende geld aan die Staat verbeurd te verklaar, en beveel en verklaar ek hiermee aan die Staat die volgende geld verbeurd, naamlik:

2.1 Die bedrag van **R129 240,23** synde kapitaal wat tot krediet staan van die Respondent in Rekeningnommer 9516-110-4 in die naam van John James Moolman by die Korporasie vir Openbare Deposito's, Pretoria, tesame met rente en/of ander aanwas op sodanige kapitaal.

3. Die datum waarop die geld, wat in 2 hierbo aangedui word, hiermee aan die Staat verbeurd verklaar word, is die datum waarop hierdie kennisgewing van verbeurdverklaring in hierdie *Staatskoerant* gepubliseer word.
4. Die geld wat in 2 hierbo aangedui word, sal oor beskik word deur in die Staatsinkomstefonds gestort te word.
5. Hierdie kennisgewing dien ook as 'n skriftelike bevel, soos bedoel by regulasie 22B van die Deviesebeheerregulasies, ingevolge waarvan die geld in 2 hierbo aangedui, hiermee aan die Staat verbeurd verklaar word.
6. GETEKEN te PRETORIA op hierdie 5de dag van Januarie 1995.

J. H. MEIJER,

Visepresident: Suid-Afrikaanse Reserwebank.

(13 Januarie 1995)

KENNISGEWING 21 VAN 1995

KENNISGEWING EN BEVEL VAN VERBEURDVERKLARING

Kennisgewing van verbeurdverklaring aan die Staat van geld kragtens regulasie 22B van die Regulasies ("die Deviesebeheerregulasies") uitgevaardig kragtens artikel 9 van die Wet op Betaalmiddels en Wisselkoerse, 1933, soos gewysig (Wet No. 9 van 1933), soos uitgevaardig by Goewermentskennisgewing No. R. 1111 van 1 Desember 1961, soos gewysig, ten opsigte van die geld van:

JASPER JOHANNES VISSER

(Geboortedatum 1943-05-19)

(hierna na verwys as "die Respondent")

van:

Die Plaas Goedehoop
Middelburg
TRANSVAAL.

Geliewe kennis te neem:

1. Die Minister van Finansies het, kragtens die bepaling van regulasie 22E van die Deviesebeheerregulasies al die funksies en/of bevoegd-

powers conferred upon the Treasury by the provisions of the Exchange Control regulations [with the exception of the functions and/or powers conferred upon the Treasury by Regulations 3 (5) and (8), 16, 20 and 22, but which exception does not include the functions and/or powers under Exchange Control Regulations 22A, 22B, 22C and 22D], and assigned the duties imposed thereunder on the Treasury, to the Governor of the South African Reserve Bank or a Deputy Governor of the South African Reserve Bank.

2. By virtue of the functions, powers and/or duties vested in a Deputy Governor of the South African Reserve Bank in terms of the delegation and assignment of the functions, powers and/or duties referred to in 1 above, I hereby give notice of a decision to forfeit to the State the following money and I hereby declare and order forfeited to the State the following money, namely:

2.1 The amount of **R149 383,48** being capital standing to the credit of the Respondent in Account Number 9516-111-2 in the name of Jasper Johannes Visser at the Corporation for Public Deposits, Pretoria, together with interest on and/or other accrual to such capital.

3. The date upon which the money specified in 2 above is hereby forfeited to the State is the date upon which this notice of forfeiture is published in this *Gazette*.
4. The money specified in 2 above shall be disposed of by deposit thereof into the State Revenue Fund.
5. This notice also constitutes a written order, as contemplated in regulation 22B of the Exchange Control Regulations, in terms of which the money specified in 2 above is hereby forfeited to the State.
6. SIGNED at PRETORIA on this the 5th day of January 1995.

J. H. MEIJER,

Deputy Governor: South African Reserve Bank.

(13 January 1995)

NOTICE 22 OF 1995

NOTICE AND ORDER OF FORFEITURE

Notice of forfeiture to the State of money in terms of regulation 22B of the Regulations ("the Exchange Control Regulations") made under section 9 of the

hede wat by die Deviesebeheerregulasies aan die Tesourie toegewys is, asook al die pligte daarkragtens aan die Tesourie opgelê [met die uitsondering van die funksies en/of bevoegdhede wat by regulasies 3 (5) en (8), 16, 20 en 22 aan die Tesourie toegewys is, welke uitsondering nie die funksies en/of bevoegdhede ingevolge Deviesebeheerregulasies 22A, 22B, 22C en 22D insluit nie] gedelegeer en oorgedra aan die President van die Suid-Afrikaanse Reserwebank of 'n Visepresident van die Suid-Afrikaanse Reserwebank.

2. Ingevolge die funksies, bevoegdhede en/of pligte wat kragtens die delegasie van sodanige funksies en/of bevoegdhede en die oordrag van sodanige pligte, waarna verwys word in 1 hierbo, in 'n Visepresident van die Suid-Afrikaanse Reserwebank vestig, gee ek hiermee kennis van 'n besluit om die volgende geld aan die Staat verbeurd te verklaar, en beveel en verklaar ek hiermee aan die Staat die volgende geld verbeurd, naamlik:

2.1 Die bedrag van **R149 383,48** synde kapitaal wat tot krediet staan van die Respondent in Rekeningnommer 9516-111-2 in die naam van Jasper Johannes Visser by die Korporasie vir Openbare Deposito's, Pretoria, tesame met rente en/of ander aanwas op sodanige kapitaal.

3. Die datum waarop die geld, wat in 2 hierbo aangedui word, hiermee aan die Staat verbeurd verklaar word, is die datum waarop hierdie kennisgewing van verbeurdverklaring in hierdie *Staatskoerant* gepubliseer word.
4. Die geld wat in 2 hierbo aangedui word, sal oor beskik word deur in die Staatsinkomstefonds gestort te word.
5. Hierdie kennisgewing dien ook as 'n skriftelike bevel, soos bedoel by regulasie 22B van die Deviesebeheerregulasies, ingevolge waarvan die geld in 2 hierbo aangedui, hiermee aan die Staat verbeurd verklaar word.
6. GETEKEN te PRETORIA op hierdie 5de dag van Januarie 1995.

J. H. MEIJER,

Visepresident: Suid-Afrikaanse Reserwebank.

(13 Januarie 1995)

KENNISGEWING 22 VAN 1995

KENNISGEWING EN BEVEL VAN VERBEURDVERKLARING

Kennisgewing van verbeurdverklaring aan die Staat van geld kragtens regulasie 22B van die Regulasies ("die Deviesebeheerregulasies") uitgevaardig krag-

Currency and Exchanges Act, 1933, as amended (Act No. 9 of 1933), as promulgated by Government Notice No. R. 1111 of 1 December 1961, as amended, in respect of the money of:

ITZAK JAACOBI

(Identity Number 570604 5728 18 2)

and

THELMA LAURA JAACOBI

(Identity Number 630228 0195 00 3)

(hereinafter referred to as "the Respondent")

of:

P.O. Box 890989
Lyndhurst
JOHANNESBURG
2106.

Be pleased to take notice that:

1. The Minister of Finance has, by virtue of the provisions of regulation 22E of the Exchange Control Regulations delegated all the functions and/or powers conferred upon the Treasury by the provisions of the Exchange Control Regulations [with the exception of the functions and/or powers conferred upon the Treasury by regulations 3 (5) and (8), 16, 20 and 22, but which exception does not include the functions and/or powers under Exchange Control Regulations 22A, 22B, 22C and 22D], and assigned the duties imposed thereunder on the Treasury, to the Governor of the South African Reserve Bank or a Deputy Governor of the South African Reserve Bank.
2. By virtue of the functions, powers and/or duties vested in a Deputy Governor of the South African Reserve Bank in terms of the delegation and assignment of the functions, powers and/or duties referred to in 1 above, I hereby give notice of a decision to forfeit to the State the following money and I hereby declare and order forfeited to the State the following money, namely:

2.1 The amounts of **R100 107,00** and **R27 092,81** being capital standing to the credit of the Respondent at the Killarney Branch of First National Bank of Southern Africa Limited in Account Numbers 486907013644 and 486907013652 respectively, together with interest on and/or other accrual to such capital.

3. The date upon which the money specified in 2 above is hereby forfeited to the State is the date upon which this notice of forfeiture is published in this *Gazette*.
4. The money specified in 2 above shall be disposed of by deposit thereof into the State Revenue Fund.

tens artikel 9 van die Wet op Betaalmiddels en Wisselkoerse, 1933, soos gewysig (Wet No. 9 van 1933), soos uitgevaardig by Goewermentskennisgewing No. R. 1111 van 1 Desember 1961, soos gewysig, ten opsigte van die geld van:

ITZAK JAACOBI

(Identiteitsnommer 570604 5728 18 2)

en

THELMA LAURA JAACOBI

(Identiteitnommer 630228 0195 00 3)

(hierna na verwys as "die Respondent")

van:

Posbus 890989
Lyndhurst
JOHANNESBURG
2106.

Geliewe kennis te neem:

1. Die Minister van Finansies het, kragtens die bepalings van regulasie 22E van die Deviesebeheerregulasies al die funksies en/of bevoegdhede wat by die Deviesebeheerregulasies aan die Tesourie toegewys is, asook al die pligte daarkragtens aan die Tesourie opgelê [met die uitsondering van die funksies en/of bevoegdhede wat by regulasies 3 (5) en (8), 16, 20 en 22 aan die Tesourie toegewys is, welke uitsondering nie die funksies en/of bevoegdhede ingevolge Deviesebeheerregulasies 22A, 22B, 22C en 22D insluit nie] gedelegeer en oorgedra aan die President van die Suid-Afrikaanse Reserwebank of 'n Visepresident van die Suid-Afrikaanse Reserwebank.
2. Ingevolge die funksies, bevoegdhede en/of pligte wat kragtens die delegasie van sodanige funksies en/of bevoegdhede en die oordrag van sodanige pligte, waarna verwys word in 1 hierbo, in 'n Visepresident van die Suid-Afrikaanse Reserwebank vestig, gee ek hiermee kennis van 'n besluit om die volgende geld aan die Staat verbeurd te verklaar, en beveel en verklaar ek hiermee aan die Staat die volgende geld verbeurd, naamlik:

2.1 Die bedrae van **R100 107,00** en **R27 092,81** synde kapitaal wat tot krediet staan van die Respondent by die Killarney Takkantoor van Eerste Nasionale Bank van Suidelike Afrika Beperk in Rekeningnommers 486907013644 en 486907013652 respektiewelik, tesame met rente en/of ander aanwas op sodanige kapitaal.

3. Die datum waarop die geld, wat in 2 hierbo aangedui word, hiermee aan die Staat verbeurd verklaar word, is die datum waarop hierdie kennisgewing van verbeurdverklaring in hierdie *Staatskoerant* gepubliseer word.
4. Die geld wat in 2 hierbo aangedui word, sal oor beskik word deur in die Staatsinkomstefonds gestort te word.

5. This notice also constitutes a written order, as contemplated in regulation 22B of the Exchange Control Regulations, in terms of which the money specified in 2 above is hereby forfeited to the State.

6. SIGNED at PRETORIA on this 5th day of January 1995.

J. H. MEIJER,

Deputy Governor South African Reserve Bank.

(13 January 1995)

NOTICE 23 OF 1995

NOTICE AND ORDER OF FORFEITURE

Notice of forfeiture to the State of money in terms of regulation 22B of the Regulations ("the Exchange Control Regulations") made under section 9 of the Currency and Exchanges Act, 1933, as amended (Act No. 9 of 1933), as promulgated by Government Notice No. R. 1111 of 1 December 1961, as amended, in respect of the money of:

MARIE PETER

(Identity Number 440316 0045 00 3)

(hereinafter referred to as "the Respondent")

of:

9 Frewin Street
Middelburg
TRANSVAAL.

Be pleased to take notice that:

1. The Minister of Finance has, by virtue of the provisions of regulation 22E of the Exchange Control Regulations delegated all the functions and/or powers conferred upon the Treasury by the provisions of the Exchange Control Regulations [with the exception of the functions and/or powers conferred upon the Treasury by regulations 3 (5) and (8), 16, 20 and 22, but which exception does not include the functions and/or powers under Exchange Control Regulations 22A, 22B, 22C and 22D], and assigned the duties imposed thereunder on the Treasury, to the Governor of the South African Reserve Bank or a Deputy Governor of the South African Reserve Bank.

2. By virtue of the functions, powers and/or duties vested in a Deputy Governor of the South African Reserve Bank in terms of the delegation and assignment of the functions, powers and/or duties referred to in 1 above, I hereby give notice of a decision to forfeit to the State the following money and I hereby declare and order forfeited to the State the following money, namely:

2.1 The amount of **R3 585,03** being capital standing to the credit of the Respondent in Account Number 9516-109-0 in the name of Marie Peter at the Corporation for Public Deposits, Pretoria, together with interest on and/or other accrual to such capital.

5. Hierdie kennisgewing dien ook as 'n skriftelike bevel, soos bedoel by regulasie 22B van die Deviesebeheerregulasies, ingevolge waarvan die geld in 2 hierbo aangedui, hiermee aan die Staat verbeurd verklaar word.

6. GETEKEN te PRETORIA op hierdie 5de dag van Januarie 1995.

J. H. MEIJER,

Visepresident Suid-Afrikaanse Reserwebank.

(13 Januarie 1995)

KENNISGEWING 23 VAN 1995

KENNISGEWING EN BEVEL VAN VERBEURDVERKLARING

Kennisgewing van verbeurdverklaring aan die Staat van geld kragtens regulasie 22B van die Regulasies ("die Deviesebeheerregulasies") uitgevaardig kragtens artikel 9 van die Wet op Betaalmiddels en Wisselkoerse, 1933, soos gewysig (Wet No. 9 van 1933), soos uitgevaardig by Goewermmentskennisgewing No. R. 1111 van 1 Desember 1961, soos gewysig, ten opsigte van die geld van:

MARIE PETER

(Identiteitsnommer 440316 0045 00 3)

(hierna na verwys as "die Respondent")

van:

Frewinstraat 9
Middelburg
TRANSVAAL.

Geliewe kennis te neem:

1. Die Minister van Finansies het, kragtens die bepalings van regulasie 22E van die Deviesebeheerregulasies al die funksies en/of bevoegdhede wat by die Deviesebeheerregulasies aan die Tesourie toegewys is, asook al die pligte daarkragtens aan die Tesourie opgelê [met die uitsondering van die funksies en/of bevoegdhede wat by regulasies 3 (5) en (8), 16, 20 en 22 aan die Tesourie toegewys is, welke uitsondering nie die funksies en/of bevoegdhede ingevolge Deviesebeheerregulasies 22A, 22B, 22C en 22D insluit nie] gedelegeer en oorgedra aan die President van die Suid-Afrikaanse Reserwebank of 'n Visepresident van die Suid-Afrikaanse Reserwebank.

2. Ingevolge die funksies, bevoegdhede en/of pligte wat kragtens die delegasie van sodanige funksies en/of bevoegdhede en die oordrag van sodanige pligte, waarna verwys word in 1 hierbo, in 'n Visepresident van die Suid-Afrikaanse Reserwebank vestig, gee ek hiermee kennis van 'n besluit om die volgende geld aan die Staat verbeurd te verklaar, en beveel en verklaar ek hiermee aan die Staat die volgende geld verbeurd, naamlik:

2.1 Die bedrag van **R3 585,03** synde kapitaal wat tot krediet staan van die Respondent in Rekeningnommer 9516-109-0 in die naam van Marie Peter by die Korporasie vir Openbare Deposito's, Pretoria, tesame met rente en/of ander aanwas op sodanige kapitaal.

3. The date upon which the money specified in 2 above is hereby forfeited to the State is the date upon which this notice of forfeiture is published in this *Gazette*.
4. The money specified in 2 above shall be disposed of by deposit thereof into the State Revenue Fund.
5. This notice also constitutes a written order, as contemplated in regulation 22B of the Exchange Control Regulations, in terms of which the money specified in 2 above is hereby forfeited to the State.
6. SIGNED at PRETORIA on this 5th day of January 1995.

J. H. MEIJER,

Deputy Governor South African Reserve Bank.

(13 January 1995)

NOTICE 24 OF 1995

BOARD ON TARIFFS AND TRADE

CUSTOMS AND EXCISE TARIFF APPLICATIONS: LIST 1/95

The following applications concerning the Customs and Excise Tariff have been received by the Board on Tariffs and Trade. Any objections to or comments on these representations must be submitted to the Chairman, Board on Tariffs and Trade, Private Bag X753, Pretoria, 0001, within six weeks of the date of this notice. Attention is drawn to the fact that the rates of duty mentioned in the applications are those requested by the applicant and that the Board may, depending on its findings, recommend lower or higher rates of duty.

Increase in the duty on:

Capsules of aluminium, classifiable under tariff subheading 8309.90.15, from 5 per cent *ad valorem* to 20 per cent *ad valorem*.

[BTT Ref. T5/2/15/4/1 (940596)
(Mr D. Lombard)]

Applicant:

Nampak Management Services, P.O. Box 784324, Sandton, 2146.

Reduction in the duty on:

Non-linear fluorescent, hot cathode lamps, classifiable under tariff subheading 8539.31.90, from 15 per cent *ad valorem* to free of duty.

[BTT Ref. T5/2/16/3/5 (940448)
(Mr R. J. van den Berg)]

Applicant:

Osram (Pty) Limited, P.O. Box 207, Alberton, 1450.

List 39/94 was published under General Notice 1342 of 9 December 1994.

(13 January 1995)

3. Die datum waarop die geld, wat in 2 hierbo aangedui word, hiermee aan die Staat verbeurd verklaar word, is die datum waarop hierdie kennisgewing van verbeurdverklaring in hierdie *Staatskoerant* gepubliseer word.
4. Die geld wat in 2 hierbo aangedui word, sal oor beskik word deur in die Staatsinkomstefonds gestort te word.
5. Hierdie kennisgewing dien ook as 'n skriftelike bevel, soos bedoel by regulasie 22B van die Deviesebeheerregulasies, ingevolge waarvan die geld in 2 hierbo aangedui, hiermee aan die Staat verbeurd verklaar word.
6. GETEKEN te PRETORIA op hierdie 5de dag van Januarie 1995.

J. H. MEIJER,

Visepresident Suid-Afrikaanse Reserwebank.

(13 Januarie 1995)

KENNISGEWING 24 VAN 1995

RAAD OP TARIWE EN HANDEL

DOEANE- EN AKSYNSTARIEFAANSOEKE: LYS 1/95

Onderstaande aansoeke betreffende die Doeane- en Aksynstarief is deur die Raad op Tariewe en Handel ontvang. Enige beswaar teen of kommentaar op hierdie versoë moet binne ses weke na die datum van hierdie kennisgewing aan die Voorsitter, Raad op Tariewe en Handel, Privaat Sak X753, Pretoria, 0001, gerig word. Die aandag word daarop gevestig dat die skale van reg wat in die aansoeke genoem word, dié is wat deur die applikante aangevra is en dat die Raad, afhangende van sy bevindinge, hoër of laer skale van reg mag aanbeveel.

Verhoging van die reg op:

Kapsules van aluminium, indeelbaar by tariefsubpos 8309.90.15, van 5 persent *ad valorem* tot 20 persent *ad valorem*.

[RTH-verw. T5/2/15/4/1 (940596)
(Mnr. D. Lombard)]

Applikant:

Nampak Management Services, Posbus 784324, Sandton, 2146.

Verlaging van die reg op:

Nie-linêere fluoreseer- warmkatodelampe, indeelbaar by tariefsubpos 8539.31.90, van 15 persent *ad valorem* tot vry van reg.

[RTH-verw. T5/2/16/3/5 (940448)
(Mnr. R. J. van den Berg)]

Applikant:

Osram (Edms.) Beperk, Posbus 207, Alberton, 1450.

Lys 39/94 is by Algemene Kennisgewing 1342 van 9 Desember 1994 gepubliseer.

(13 Januarie 1995)

NOTICE 25 OF 1995**DEPARTMENT OF TRANSPORT****AIR SERVICE LICENSING ACT, 1990
(ACT No. 115 OF 1990)**

Pursuant to the provisions of section 15 (1) (b) of Act No. 115 of 1990 and regulation 8 of the Domestic Air Services Regulations, 1991, it is hereby notified for general information that the application details of which appear in the Schedule hereto, will be considered by the Air Service Licensing Council.

Representations in accordance with section 15 (3) of Act No. 115 of 1990 in support of, or in opposition to, an application, should reach the Air Service Licensing Council, Private Bag X193, Pretoria, 0001, within 21 days of the date of publication hereof.

SCHEDULE 1**APPLICATION FOR THE GRANT OF A LICENCE**

(A) Full name and trade name of applicant. (B) Full business or residential address of applicant. (C) Class of licence applied for. (D) Type of air service to which application applies. (E) Category of aircraft to which application applies.

(A) Lwema Air SA (Pty) Ltd, Kwena Air. (B) P.O. Box 4565, Rivonia, 2128. (C) Class III. (D) Type G16: Aerial photography. (E) Category A2, A3 and A4.
(13 January 1995)

NOTICE 26 OF 1995**DEPARTMENT OF TRANSPORT****INTERNATIONAL AIR SERVICES ACT, 1993
(ACT No. 60 OF 1993)****APPLICATIONS FOR THE GRANT/AMENDMENT OF
INTERNATIONAL AIR SERVICE LICENCES**

Pursuant to the provisions of section 16 (1) of Act No. 60 of 1993 and regulations 14 (1) and 14 (2) of the International Air Services Regulations, 1994, it is hereby notified for general information that the applications, details of which appear in the Schedules hereto, will be considered by the International Air Services Council (Council).

Representations in accordance with section 16 (3) of Act No. 60 of 1993 and regulation 25 (1) of the International Air Services Regulations, 1994, against or in favour of an application, should reach the Chairman of the Council at Private Bag X193, Pretoria, 0001, within 28 days of the date of publication hereof. It must be stated whether the party or parties making such representation is/are prepared to be present or represented at the possible hearing of the application.

The Council will cause notice of the time, date and place of the proceedings to be given in writing to the applicant and all parties who have made representations as aforesaid and who desire to be present or represented at the hearing.

KENNISGEWING 25 VAN 1995**DEPARTEMENT VAN VERVOER****WET OP DIE LISENSIERING VAN LUGDIENSTE,
1990 (WET No. 115 VAN 1990)**

Hierby word ingevolge die bepalings van artikel 15 (1) (b) van Wet No. 115 van 1990 en regulasie 8 van die Regulasies vir Binnelandse Lugdienste, 1991, vir algemene inligting bekendgemaak dat die Lugdiens-lisensiëringsraad die aansoek waarvan besonderhede in die Bylae hieronder verskyn, sal oorweeg.

Vertoë ingevolge artikel 15 (3) van Wet No. 115 van 1990 ter ondersteuning of bestryding van 'n aansoek moet die Lugdienslisensiëringsraad, Privaat Sak X193, Pretoria, 0001, binne 21 dae na die datum van publikasie hiervan bereik.

BYLAE 1**AANSOEK OM DIE TOESTAAN VAN LISENSIE**

(A) Volle naam en handelsnaam van aansoeker. (B) Volle besigheids- of woonadres van aansoeker. (C) Klas lisensie waarom aansoek gedoen word. (D) Tipe lugdiens waarop aansoek betrekking het. (E) Kategorie lugvaartuig waarop aansoek betrekking het.

(A) Kwena Air SA (Pty) Ltd, Kwena Air. (B) Posbus 4565, Rivonia, 2128. (C) Klas III. (D) Tipe G16: Lugfotografie. (E) Kategorie A2, A3 en A4.
(13 Januarie 1995)

KENNISGEWING 26 VAN 1995**DEPARTEMENT VAN VERVOER****WET OP INTERNASIONALE LUGDIENSTE, 1993
(WET No. 60 VAN 1993)****AANSOEKE OM DIE TOESTAAN/WYSIGING VAN
INTERNASIONALE LUGDIENSLIENSIES**

Hierby word ingevolge die bepalings van artikel 16 (1) van Wet No. 60 van 1993 en regulasies 14 (1) en 14 (2) van die Regulasies vir Internasionale Lugdienste, 1994, vir algemene inligting bekendgemaak dat die Raad op Internasionale Lugdienste (Raad) die aansoeke, waarvan die besonderhede in die Bylaes hieronder verskyn, sal oorweeg.

Vertoë ingevolge artikel 16 (3) van Wet No. 60 van 1993 en regulasie 25 (1) van die Regulasies vir Internasionale Lugdienste, 1994, teen of ten gunste van 'n aansoek moet die Voorsitter van die Raad, Privaat Sak X193, Pretoria, 0001, binne 28 dae na die datum van publikasie hiervan bereik. Daarin moet gemeld word of die persoon of persone wat aldus verhoë rig bereid is om die moontlike verhoor van die aansoek by te woon of om verteenwoordig te word.

Die Raad sal reël dat kennis van die datum, tyd en plek van die verrigtinge skriftelik gegee word aan die aansoeker en al die persone wat aldus verhoë gerig het en wat verlang om aldus teenwoordig of verteenwoordig te wees.

SCHEDULE 1**APPLICATION FOR THE GRANT OF A LICENCE**

(A) Full name, surname and trade name of applicant.
 (B) Full business or residential address of applicant.
 (C) Class of licence applied for. (D) Type of international air service to which application pertains. (E) Category or kind of aircraft to which application pertains.
 (F) Airport from and the airport to which flights will be undertaken. (G) Area to be served. (H) Frequency of flights.

(A) Federal Air (Pty) Ltd; Fedair. (B) P.O. Box 20400, Durban North, 4016. (C) Class II. (D) Type N1 and N4. (E) Category A2, A3 and A4. (G) In respect of Air Service Type N1: Worldwide, excluding the Republic of South Africa. In respect of Air Service type N4: Angola, Botswana, Congo, Comores, Egypt, Ethiopia, Gabon, Ghana, Ivory coast, Kenya, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Reunion (France), Seychelles, Swaziland, Tanzania, Uganda, Zaire, Zambia and Zimbabwe.

SCHEDULE 2**APPLICATION FOR THE AMENDMENT OF A LICENCE**

(A) Full name, surname and trade name of applicant.
 (B) Full business or residential address of applicant.
 (C) Class and number of licence in respect of which the amendment is being sought. (D) Type of international air service and amendment thereto for which application is being made. (E) Category or kind of aircraft and the amendment thereto for which application is being made. (F) Airport from and the airport to which flights are undertaken and the amendment thereto for which application is being made. (G) Area served and the amendment thereto for which application is being made. (H) Frequency of flights and the amendment thereto for which application is being made. (I) Condition and the amendment thereto for which application is being made.

(A) Inter-Air (Pty) Ltd. (B) P.O. Box 259, Lanseria, 1748. (C) Class II No I/N245. (D) Type N1 and N4. (E) Category A2: Add Gates Learjet Reg 3D-AEZ. (G) In respect of Air Service Type N1: Worldwide excluding the Republic of South Africa. In respect of Air Service Type N4: Swaziland, Lesotho, Botswana, Zimbabwe and Malawi.

(13 January 1995)

NOTICE 27 OF 1995**DEPARTMENT OF LABOUR****LABOUR RELATIONS ACT, 1956****APPLICATION FOR REGISTRATION OF AN EMPLOYERS ORGANISATION**

I, Deon Koen, Assistant Industrial Registrar, do hereby, in terms of section 4 (2) of the Labour Relations Act, 1956, give notice that an application for registration as an employers' organisation has been received from the Service Station Association.

Particulars of the application are reflected in the subjoined table.

Any registered employers' organisation which objects to the application is invited to lodge its objection in writing with me, c/o the Department of Labour, 123A Manpower Building, 215 Schoeman Street, Pretoria (postal address: Private Bag X117, Pretoria, 0001), within one month of the date of publication of this notice.

BYLAE 1**AANSOEK OM DIE TOESTAAN VAN LISENSIE**

(A) Volle naam, van en handelsnaam van aansoeker. (B) Volle besigheids- of woonadres van aansoeker. (C) Klas lisensie waarom aansoek gedoen word. (D) Tipe internasionale lugdiens waarop aansoek betrekking het. (E) Kategorie of soort lugvaartuig waarop aansoek betrekking het. (F) Lughawe van waar en die lughawe waarheen vlugte onderneem sal word. (G) Gebied wat bedien gaan word. (H) Gereeldheid van vlugte.

(A) Federal Air (Edms.) Bpk; Fedair. (B) Posbus 20400, Durban-Noord, 4016. (C) Klass II. (D) Tipe N1 en N4. (E) Kategorieë A2, A3 en A4. (G) Ten opsigte van Lugdiensstipe N1: Wêreldwyd, uitgesonderd die Republiek van Suid-Afrika. Ten opsigte van Lugdiensstipe N4: Angola, Botswana, Kongo, Comore, Egipte, Ethiopië, Gaboen, Ghana, Ivoorkus, Kenia, Lesotho, Madagaskar, Malawi, Mauritius, Mosambiek, Namibië, Reunion (Frankryk), Seychelle, Swaziland, Tanzanië, Uganda, Zaire, Zambië en Zimbabwe.

BYLAE 2**AANSOEK OM DIE WYSIGING VAN LISENSIE**

(A) Volle naam, van en handelsnaam van aansoeker. (B) Volle besigheids- of woonadres van aansoeker. (C) Klas en nommer van die lisensie ten opsigte waarvan die wysiging gevra word. (D) Tipe internasionale lugdiens en die wysiging daarvan waarvoor aansoek gedoen word. (E) Kategorie of soort lugvaartuig en die wysiging daarvan waarom aansoek gedoen word. (F) Lughawe van waar en die lughawe waarheen vlugte onderneem word en die wysiging daarvan waarvoor aansoek gedoen word. (G) Gebied wat bedien word en die wysiging daarvan waarvoor aansoek gedoen word. (H) Gereeldheid van vlugte en die wysiging daarvan waarvoor aansoek gedoen word. (I) Voorwaarde en die wysiging daarvan waarvoor aansoek gedoen word.

(A) Inter-Air (Edms.) Bpk. (B) Posbus 259, Lanseria, 1748. (C) Klas II No. I/N245. (D) Tipe N1 en N4. (E) Kategorie: A2: Voeg by Gates Learjet Reg 3D-AEZ. (G) Ten opsigte van Lugdiensstipe N1: Wêreldwyd, uitgesonderd die Republiek van Suid-Afrika. Ten opsigte van Lugdiensstipe N4: Swaziland, Lesotho, Botswana, Zimbabwe en Malawi.

(13 Januarie 1995)

KENNISGEWING 27 VAN 1995**DEPARTEMENT VAN ARBEID****WET OP ARBEIDSVERHOUDINGE, 1956****AANSOEK OM REGISTRASIE VAN 'N WERKGEWERSORGANISASIE**

Ek, Deon Koen, Assistent Nywerheidsregistrator, maak ingevolge artikel 4 (2) van die Wet op Arbeidsverhoudinge, 1956, hierby bekend dat 'n aansoek om registrasie as 'n werkgewersorganisasie ontvang is van die Service Station Association.

Besonderhede van die aansoek word in onderstaande tabel verstrek.

Enige geregistreerde werkgewersorganisasie wat teen die aansoek beswaar maak, word versoek om binne een maand na die datum van publikasie van hierdie kennisgewing sy beswaar skriftelik by my in te dien, p.a. die Departement van Arbeid, Mannekraggebou 123A, Schoemanstraat 215, Pretoria (posadres: Privaatsak X117, Pretoria, 0001).

TABLE

Name of employers' organisation: Service Station Association

Date on which application was lodged: 29 November 1994

Interests and area in respect of which application is made: Entrepreneurs engaged in the Service Station Undertaking in the Republic of South Africa.

For the purposes hereof "Service Station Undertaking" means the undertaking in which employers and their employees are associated in activities relating to the retail distribution of liquid fuels and ancillary products and/or the provision of services usually associated with service stations.

Postal address of applicant: P.O. Box 990091, Kibler Park, 2053.

Office address of applicant: Charburylane 10, Lynnwood Manor, 0181.

Attention is drawn to the following requirements of section 4 of the Act:

- (a) The representativeness of any employers' organisation which objects to the application shall in terms of subsection (4) be determined on the facts as they existed at the date on which the application was lodged and, as far as membership is concerned, only members who were in good standing in terms of section 1 (2) of the Act as at the aforesaid date shall be taken in consideration.
- (b) The procedure laid down in subsection (2) must be followed in connection with any objection lodged.

D. KOEN,

Assistant Industrial Registrar.

(13 January 1995)

NOTICE 28 OF 1995**DEPARTMENT OF LABOUR****LABOUR RELATIONS ACT, 1956****APPLICATION FOR REGISTRATION OF A TRADE UNION**

I, Deon Koen, Assistant Industrial Registrar, do hereby, in terms of section 4 (2) of the Labour Relations Act, 1956, give notice that an application for registration as a trade union has been received from the National Farm and Allied Workers' Union.

Particulars of the application are reflected in the subjoined table.

Any registered trade union which objects to the application is invited to lodge its objection in writing with me, c/o the Department of Labour, Manpower Building, 215 Schoeman Street, Pretoria (postal address: Private Bag X117, Pretoria, 0001), within one month of the date of publication of this notice.

TABEL

Naam van werkgewersorganisasie: Service Station Association.

Datum waarop aansoek ingedien is: 29 November 1994.

Belange en gebied ten opsigte waarvan aansoek gedoen word: Entrepreneurs betrokke by die Vulstasieonderneming in die Republiek van Suid-Afrika.

Vir die doeleindes hiervan beteken "Vulstasieonderneming" die onderneming waarin werkgewers en hul werknemers met mekaar geassosieer is in werksaamhede betreffende die kleinhandelsverspreiding van vloeibare brandstof en byprodukte en/of die voorsiening van dienste wat gewoonlik gepaard gaan met vulstasies.

Posadres van applikant: Posbus 990091, Kibler Park, 2053.

Kantooradres van applikant: Charburyweg 10, Lynnwood Manor, 0181.

Die aandag word gevestig op onderstaande veristes van artikel 4 van die Wet:

- (a) Die mate waarin 'n beswaarmakende werkgewersorganisasie verteenwoordigend is, word ingevolge subartikel (4) bepaal volgens die feite soos hulle bestaan het op die datum waarop die aansoek ingedien is, en wat die lidmaatskap betref, word alleen lede wat ingevolge artikel 1 (2) van die Wet op voormelde datum volwaardige lede was, in aanmerking geneem.
- (b) Die prosedure voorgeskryf by subartikel (2) moet gevolg word in verband met 'n beswaar wat ingedien word.

D. KOEN,

Assistent Nywerheidsregistrator.

(13 Januarie 1995)

KENNISGEWING 28 VAN 1995**DEPARTEMENT VAN ARBEID****WET OP ARBEIDSVERHOUDINGE, 1956****AANSOEK OM REGISTRASIE VAN 'N VAKVERENIGING**

Ek, Deon Koen, Assistentnywerheidsregistrator maak ingevolge artikel 4 (2) van die Wet op Arbeidsverhoudinge, 1956, hierby bekend dat 'n aansoek om registrasie as 'n vakvereniging ontvang is van die National Farm and Allied Workers' Union.

Besonderhede van die aansoek word in onderstaande tabel verstrek.

Enige geregistreerde vakvereniging wat teen die aansoek beswaar maak, word versoek om binne een maand na die datum van publikasie van hierdie kennisgewing sy beswaar skriftelik by my in te dien, p.a. die Departement van Arbeid, Mannekraggebou, Schoemanstraat 215, Pretoria (posadres: Privaat Sak X117, Pretoria, 0001).

TABLE

Name of trade union: National Farm and Allied Workers' Union.

Date on which application was lodged: 26 April 1994.

Interests and area in respect of which application is made: All persons employed in the Farming Undertaking in the Magisterial Districts of Eshowe, Inanda, Lower Tugela, Mtonjaneni and Umvoti, and all persons employed in the Commercial Distributive Trade in the Magisterial Districts of Inanda and Lower Tugela. For the purposes hereof—

"Farming Undertaking" means any activity on a farm in connection with agriculture, including stock-breeding, horticulture and forestry;

"Commercial Distributive Trade" means the trade in which employers and their employees are associated for the purpose of conducting the business of a shop as defined hereunder and includes all operations incidental thereto carried on by such employers and their employees;

"shop" means any premises or any part of any premises—

- (a) into or onto which persons are admitted or invited for the purpose of purchasing, other than by public auction, the goods displayed or offered therein or thereon or goods of the type so displayed or offered for sale;
- (b) in or on which the goods referred to in paragraph (a) are stocked, stored, unpacked or packed, or from which such goods are delivered or dispatched to persons referred to in paragraph (a) who are purchasing such goods;
- (c) in or on which goods are stocked or stored and from which wholesale or retail orders are executed for the supply of such goods;
- (d) in or on which a manufacturer's representative carries on his activities as such, and in this regard "manufacturer's representative" means any person, other than an employee of a manufacturer, who, as an agent or otherwise, keeps for sale goods or samples of goods manufactured by the manufacturer, or obtains or receives, in any manner whatsoever, orders for goods from persons for the purchase by them of such goods and executes such orders or transmits such orders to the manufacturer for acceptance or otherwise;
- (e) in or on which a business is carried on under the off-consumption privileges of a hotel liquor licence in an area in which Wage Determination 457, Hotel and Liquor Trade, does not apply, or under a liquor store licence;

and "shop activity" has a corresponding meaning.

TABEL

Naam van vakvereniging: National Farm and Allied Workers' Union.

Datum waarop aansoek ingedien is: 26 April 1994.

Belange en gebied ten opsigte waarvan aansoek gedoen word: Alle persone in diens in die Boerdery-onderneming in die landdrosdistrikte Eshowe, Inanda, Lower Tugela, Mtonjaneni en Umvoti, en alle persone in diens in die Kommersiële Distribusiebedryf in die landdrosdistrikte Inanda en Lower Tugela.

Vir die doeleindes hiervan beteken—

"Boerderyonderneming" enige werkzaamheid op 'n plaas in verband met landbou, met inbegrip van veeteelt, tuinbou en bosbou;

"Kommersiële Distribusiebedryf" die bedryf waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om 'n winkel, soos hieronder omskryf, te dryf, en dit omvat alle daarmee gepaardgaande werksaamhede wat deur sodanige werkgewers en hul werknemers verrig word;

"winkel" enige perseel of enige gedeelte van 'n perseel—

- (a) waarin of waarop persone toegelaat of waarheen persone uitgenooi word met die doel om, uitgesonderd by openbare veiling, die goedere wat daarin of daarop vir verkoop uitgestal of aangebied word, of goedere van die soort wat aldus uitgestal of aangebied word, te koop;
- (b) waarin of waarop die goedere in paragraaf (a) bedoel, in voorraad gehou, geberg, uitgepak of verpak word, of van waar sodanige goedere afgelewer of versend word aan persone in paragraaf (a) bedoel wat sodanige goedere aankoop;
- (c) waarin of waarop goedere in voorraad gehou of geberg word en van waar groothandels- of kleinhandelsbestellings uitgevoer word vir die lewering van sodanige goedere;
- (d) waarin of waarop 'n vervaardigersverteenvoerder sy werksaamhede as sodanig verrig, en in hierdie verband beteken "vervaardigersverteenvoerder" 'n persoon, uitgesonderd 'n werknemer van 'n vervaardiger, wat as 'n agent of andersins goedere of monsters van goedere wat deur die vervaardiger vervaardig is, te koop aanhou, of op enige manier hoegenaamd bestellings vir goedere verkry of ontvang van persone vir die aankoop deur hulle van sodanige goedere en sodanige bestellings uitvoer of sodanige bestellings aanstuur na die vervaardiger vir aanvaarding of andersins;
- (e) waarin of waarop 'n besigheid gedryf word kragtens die buiteverbruikvoorregte van 'n hoteldranklisensie in 'n gebied waarin Loonvaststelling 457, Hotel- en Drankbedryf, nie van toepassing is nie, of kragtens 'n drankwinkel-lisensie;

en "winkelwerkzaamheid" het 'n ooreenstemmende betekenis.

Postal address of applicant: Fourth Floor, Bigden House, 505/507 Smith Street, Durban, 4001.

Office address of applicant: Fourth Floor, Bigden House, 505/507 Smith Street, Durban.

Attention is drawn to the following requirements of section 4 of the Act:

- (a) The representativeness of any trade union which objects to the application shall in terms of subsection (4) be determined on the facts as they existed at the date on which the application was lodged and, as far as membership is concerned, only members who were in good standing in terms of section 1 (2) of the Act as at the aforesaid date shall be taken into consideration.
- (b) The procedure laid down in subsection (2) must be followed in connection with any objection lodged.

D. KOEN,

Assistant Industrial Registrar.

(13 January 1995)

NOTICE 29 OF 1995

DEPARTMENT OF JUSTICE

VACANCIES FOR THE OFFICE OF SHERIFF: LOWER AND SUPERIOR COURTS OF JOHANNESBURG FOR THE LENASIA, LENASIA NORTH, SOWETO EAST AND SOWETO WEST AREAS

Applications are invited for the vacant offices of sheriff in the lower and superior courts of Johannesburg for the Lenasia, Lenasia North, Soweto East and Soweto West areas.

The application forms to be completed are obtainable from the Magistrate, Johannesburg, and from all magistrates' offices.

Applicants will be expected to appear before the advisory committee in Johannesburg on the date and at the time and place determined by the Magistrate, Johannesburg.

Enquiries: Mr R. Mandelstam or Mr D. J. Dafel.

Telephone: (011) 491-5110 or (011) 491-5097.

Closing date: 16:00 on 29 March 1995.

(13 January 1995)

NOTICE 30 OF 1995

DEPARTMENT OF LABOUR

LABOUR RELATIONS ACT, 1956

CANCELLATION OF REGISTRATION OF A TRADE UNION

I, Deon Koen, Assistant Industrial Registrar, hereby notify, in terms of section 14 (1) of the Labour Relations Act, 1956, that as I have reason to believe that the Cape Explosives Industrial Workers' Union has been wound up as a trade union, its registration will be cancelled unless cause to the contrary is shown within a period of 30 days from the date of publication of this notice.

D. KOEN,

Assistant Industrial Registrar.

(13 January 1995)

Kantooradres van applikant: Vierde Verdieping, Bigden House, Smithstraat 505/507, Durban, 4001.

Posadres van applikant: Vierde Verdieping, Bigden House, Smithstraat 505/507, Durban, 4001.

Die aandag word gevestig op onderstaande ver-eistes van artikel 4 van die Wet:

- (a) Die mate waarin 'n beswaarmakende vakvereniging verteenwoordigend is, word ingevolge subartikel (4) bepaal volgens die feite soos hulle bestaan het op die datum waarop die aansoek ingedien is, en wat die lidmaatskap betref, word alleen lede wat ingevolge artikel 1 (2) van die Wet op voormelde datum volwaardige lede was, in aanmerking geneem.
- (b) Die prosedure voorgeskryf by subartikel (2) moet gevolg word in verband met 'n beswaar wat ingedien word.

D. KOEN,

Assistentnywerheidsregistrateur.

(13 Januarie 1995)

KENNISGEWING 29 VAN 1995

DEPARTEMENT VAN JUSTISIE

VAKATURE VIR DIE AMPTE VAN BALJU: LAER EN HOËR HOWE VAN JOHANNESBURG VIR DIE GEBIEDE LENASIA, LENASIA-NOORD, SOWETO-OOS EN SOWETO-WES

Aansoeke word ingewag vir die vakante ampte van balju vir die laer en hoër howe van Johannesburg vir die gebiede Lenasia, Lenasia-Noord, Soweto-Oos en Soweto-Wes.

Die aansoekvorms wat ingevul moet word, is by die Landdros, Johannesburg, en by alle landdroskantore beskikbaar.

Daar sal van applikante verwag word om voor die advieskomitee te Johannesburg te verskyn op die datum, tyd en plek deur die Landdros, Johannesburg, bepaal.

Navrae: Mnr. R. Mandelstam of Mnr. D. J. Dafel.

Telefoon: (011) 491-5110 of (011) 491-5097.

Sluitingsdatum: 16:00 op 29 Maart 1995.

(13 Januarie 1995)

KENNISGEWING 30 VAN 1995

DEPARTEMENT VAN ARBEID

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN REGISTRASIE VAN 'N VAKVERENIGING

Ek, Deon Koen, Assistentnywerheidsregistrateur, maak hierby kragtens artikel 14 (1) van die Wet op Arbeidsverhoudinge, 1956, bekend dat aangesien ek rede het om te vermoed dat die Cape Explosives Industrial Workers' Union gelikwideer is, sy registrasie ingetrek sal word, tensy redes daarteen binne 'n tydperk van 30 dae vanaf die datum van publikasie van hierdie kennisgewing aangevoer word.

D. KOEN,

Assistentnywerheidsregistrateur.

(13 Januarie 1995)

NOTICE 32 OF 1995

REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF FINANCE:
INLAND REVENUEOFFICE OF THE COMMISSIONER FOR
INLAND REVENUE**PRACTICE NOTE: No. 36****Date: 13 January 1995****INCOME TAX: VALUATION OF TRADING STOCK**

It is evident that a variety of questionable methods are used by taxpayers to write-off slow-moving and obsolete stock, without reference to its actual net realisable value. It has, therefore, become necessary to explain Inland Revenue's standpoint in this regard.

Amounts written off, for instance on a fixed percentage basis, which cannot reasonably be justified will not be allowed to be deducted from the cost price of such stock held and not disposed of at the end of the year of assessment in terms of section 22 (1) of the Income Tax Act (the Act).

In Income Tax Case No. 1489 (53 SATC 99) it was held, *inter alia*:

- (a) That if a method of reducing the cost of stock by a percentage is adopted, the percentage reduction should not only be supported by trading history and, where appropriate, post-balance sheet experience, but the Receiver of Revenue should be told how that percentage is arrived at.
- (b) That the Commissioner for Inland Revenue has to exercise a discretion with regard to the amount by which the value of trading stock had been diminished and cannot exercise that discretion if he is not told on what basis the accounts submitted to him have been prepared; hence the Act, by implication, requires such a disclosure.

Taxpayers are, therefore, required to disclose the basis on which stock is valued, which disclosure must be made in the annual return of income.

Where stock has not been valued at cost, but at a lower value, the taxpayer is also required to reveal this to the Receiver of Revenue, submit reasons therefor and indicate how the lower value was arrived at. If stock has been written off on a fixed, variable or any other basis, not representing the actual value by which it has been diminished, the write-off will not be accepted without reasonable justification for such basis.

Where it is found that a taxpayer has undervalued his stock and has not revealed this fact to the Receiver of Revenue, such concealment will be viewed in a serious light and the imposition of additional tax in terms of section 76 of the Act will be considered.

COMMISSIONER FOR INLAND REVENUE,
PRETORIA.

(13 January 1995)

KENNISGEWING 32 VAN 1995

REPUBLIEK VAN SUID-AFRIKA

DEPARTEMENT VAN FINANSIES:
BINNELANDSE INKOMSTEKANTOOR VAN DIE KOMMISSARIS VAN
BINNELANDSE INKOMSTE**PRAKTYKNOTA: No. 36****Datum: 13 Januarie 1995****INKOMSTEBELASTING: WAARDERING VAN
HANDELSVOORRAAD**

Dit is duidelik dat 'n verskeidenheid twyfelaftige metodes deur belastingpligtiges gebruik word om stadigbewegende en verouderde voorraad af te skryf sonder verwysing na die werklike netto realiseerbare waarde daarvan. Dit het derhalwe noodsaaklik geword om die standpunt van Binnelandse Inkomste in hierdie verband te verduidelik.

Bedrae afgeskryf, byvoorbeeld op 'n vaste persentasie grondslag, wat nie redelikerwys geregverdig kan word nie sal, ingevolge artikel 22 (1) van die Inkomstebelastingwet, nie toegelaat word om van die kosprys van sodanige voorraad wat aan die einde van die jaar van aanslag besit is en nie van die hand gesit is nie, afgetrek te word nie.

In Inkomstebelastingsaak No. 1489 (53 SATC 99) het die hof *onder andere* beslis:

- (a) Dat indien 'n metode aangeneem word om die koste van voorraad met 'n persentasie te verminder, die persentasie vermindering nie slegs ondersteun moet word deur 'n bedryfsgeskiedenis en, waar toepaslik, gebeure wat plaasvind na die balansstaatdatum nie, maar moet die Ontvanger van Inkomste meegedeel word hoe die persentasie bereken is.
- (b) Dat die Kommissaris van Binnelandse Inkomste 'n diskresie ten opsigte van die bedrag waarmee die waarde van handelsvoorraad verminder is, moet uitoefen en hy nie daardie diskresie kan uitoefen indien hy nie meegedeel is op watter grondslag die finansiële state wat by hom ingedien is, voorberei was nie; gevolglik vereis die Wet, by implikasie, so 'n bekendmaking.

Daar word derhalwe van belastingpligtiges vereis om die grondslag waarop voorraad gewaardeer is, bekend te maak in die jaarlikse opgawe van inkomste.

Waar voorraad nie teen kosprys gewaardeer is nie, maar teen 'n laer waarde, word van die belastingpligtige vereis om ook dit aan die Ontvanger van Inkomste bekend te maak, redes daarvoor te verstrek en aan te dui hoe die laer waarde bereken is. Indien voorraad afgeskryf is teen 'n vaste, veranderlike of enige ander grondslag wat nie die werklike waarde waarteen dit verminder is verteenwoordig nie, sal die afskrywing nie aanvaar word sonder redelike regverdiging vir sodanige grondslag nie.

Waar daar vasgestel word dat 'n belastingpligtige sy voorraad ondergewaardeer het en hierdie feit is nie aan die Ontvanger van Inkomste bekend gemaak nie, sal die verswyging in 'n ernstige lig beskou word en die oplegging van addisionele belasting ingevolge artikel 76 van die Wet oorweeg word.

KOMMISSARIS VAN BINNELANDSE INKOMSTE,
PRETORIA.

(13 Januarie 1995)

NOTICE 33 OF 1995

REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF FINANCE:
INLAND REVENUE****OFFICE OF THE COMMISSIONER FOR
INLAND REVENUE****PRACTICE NOTE: No. 37****Date: 13 January 1995****INCOME TAX: DEDUCTION OF FEES PAID TO
ACCOUNTANTS, BOOKKEEPERS AND TAX CON-
SULTANTS FOR THE COMPLETION OF INCOME
TAX RETURNS**

Taxpayers whose income consists solely of remuneration and/or interest and dividends will be entitled to a tax deduction in respect of fees paid to accountants, bookkeepers, tax consultants and other professional persons or institutions for the completion of their tax returns subject to the following qualifications:

1. No deduction will be allowed against remuneration in the form of salary or wages, but if some or all of the taxpayer's remuneration consists of income, such as commission, in respect of which he has incurred expenditure which is allowable under section 11 (a) or (e) of the Income Tax Act, the expenditure will qualify for deduction against such income.
2. In the case of a pensioner whose financial affairs (pensions, annuities, investment income, etc.) are administered by a banking institution, board of executors or similar institution the administration fees, including any fees for the completion of tax returns, paid to the institution will qualify for deduction.
3. Only fees which were actually paid or are payable are deductible.
4. Since the first R2 000 of interest income is exempt from income tax, fees paid will only be allowed as a deduction to the extent that they do not create a loss.
5. Where the taxpayer receives income from exempt interest, other interest and dividends, the fees will be allocated on the income basis between the various sources of income.

COMMISSIONER FOR INLAND REVENUE,
PRETORIA.

(13 January 1995)

KENNISGEWING 33 VAN 1995

REPUBLIEK VAN SUID-AFRIKA

**DEPARTEMENT VAN FINANSIES:
BINNELANDSE INKOMSTE****KANTOOR VAN DIE KOMMISSARIS VAN
BINNELANDSE INKOMSTE****PRAKTYKNOTA: No. 37****Datum: 13 Januarie 1995****INKOMSTEBELASTING: AFTREKKING VAN GELDE
BETAAL AAN REKENMEESTERS, BOEKHOERS
EN BELASTINGKONSULTANTE VIR DIE INVUL VAN
INKOMSTEBELASTINGOPGAWES**

Belastingpligtiges wie se inkomste slegs uit besoldiging en/of rente en dividende bestaan, sal geregtig wees op 'n belastingaftrekking ten opsigte van gelde betaal aan rekenmeesters, boekhouders, belastingkonsultante en ander professionele persone of instansies vir die invul van hulle belastingopgawes, onderhewig aan die volgende vereistes:

1. Geen aftrekking sal teen besoldiging in die vorm van salaris of lone toegelaat word nie, maar indien 'n gedeelte of die geheel van 'n belastingpligtige se besoldiging uit inkomste soos kommissie bestaan, ten opsigte waarvan hy uitgawes aangegaan het wat kragtens artikel 11 (a) of (e) van die Inkomstebelastingwet toelaatbaar is, sal die uitgawes vir aftrekking teen sodanige inkomste kwalifiseer.
2. In die geval van 'n pensioenaris wie se finansiële sake (pensioene, annuïteite, beleggings-inkomste, ens.) deur 'n bankinstelling, eksekuteurskamer of soortgelyke instelling behartig word, sal die administrasiekoste, ingeslote enige gelde vir die invul van belastingopgawes wat aan die instelling betaal is, as aftrekking kwalifiseer.
3. Slegs gelde wat werklik betaal of wat betaalbaar is, is aftrekbaar.
4. Aangesien die eerste R2 000 van rente-inkomste van inkomstebelasting vrygestel is, sal gelde betaal slegs as 'n aftrekking toegelaat word tot die mate dat dit nie 'n verlies veroorsaak nie.
5. Waar 'n belastingpligtige inkomste uit vrygestelde rente, ander rente en dividende ontvang, sal die gelde op die inkomstegrondslag tussen die verskillende bronne van inkomste toegedeel word.

KOMMISSARIS VAN BINNELANDSE INKOMSTE,
PRETORIA.

(13 Januarie 1995)

BOARD NOTICES**BOARD NOTICE 1 OF 1995****THE ESTATE AGENTS BOARD**

EXAMINATION IN TERMS OF GOVERNMENT NOTICE No. R. 1409 OF 1 JULY 1983 (AS AMENDED)

An examination in terms of the above notice will be held at the following centres on 23 March, 22 June, 24 August and 23 November 1995:

- (a) BLOEMFONTEIN
- (b) CAPE TOWN
- (c) DURBAN
- (d) EAST LONDON
- (e) GEORGE
- (f) JOHANNESBURG
- (g) PIETERSBURG
- (h) PORT ELIZABETH
- (i) PRETORIA
- (j) VANDERBIJLPARK
- (k) PIETERMARITZBURG
- (l) NEWCASTLE

Candidates should note that an application to write an examination together with the prescribed examination fee of R125,40 (VAT included) should reach the Board **four weeks prior** to the date of the examination selected. The Board however, reserves the right to cancel any centre should an insufficient number of candidates select such a centre.

The prescribed application form and in Information Bulletin appertaining to the Board's examination programme can be obtained from the offices of the Board.

Candidates are reminded that the prescribed study material is a publication of the Board called—

- An Introduction to the Fundamental Principles of Estate Agency—Examination Study Notes.

This work is available from the offices of the Board.

A. B. H. HARRISON,
Manager.

The Estate Agents Board, Private Bag X10, Benmore, 2010.

(13 January 1995)

BOARD NOTICE 2 OF 1995**THE SOUTH AFRICAN MEDICAL AND DENTAL COUNCIL**

It is hereby notified in terms of regulation 15 (5) of Act No. 56 of 1974 and regulation 8 (2) of the Regulations relating to the election of members of the Council published under Government Notice No. R. 2279 of 3 December 1976, that the following persons have been validly nominated as candidates for election of two members of the Professional Board for Physiotherapy to serve for the unexpired portion of the quinquennial period ending 30 April 1998 vice Prof P. Bowerbank and Mrs Y. M. Seaman who resigned.

HUYSAMEN, Hester Jacoba.

REYERS, Lynne.

SWILLING, Patricia.

RAADSKENNISGEWINGS**RAADSKENNISGEWING 1 VAN 1995****DIE RAAD VIR EIENDOMSAGENTE**

EKSAMEN INGEVOLGE GOEWERMENSKENNISGEWING No. R. 1409 VAN 1 JULIE 1983 (SOOS GEWYSIG)

'n Eksamen ingevolge bogemelde kennisgewing sal op 23 Maart, 22 Junie, 24 Augustus en 23 November 1995 in die volgende sentrums afgeneem word:

- (a) BLOEMFONTEIN
- (b) KAAPSTAD
- (c) DURBAN
- (d) OOS-LONDEN
- (e) GEORGE
- (f) JOHANNESBURG
- (g) PIETERSBURG
- (h) PORT ELIZABETH
- (i) PRETORIA
- (j) VANDERBIJLPARK
- (k) PIETERMARITZBURG
- (l) NEWCASTLE

Kandidate moet daarop let dat 'n aansoek om 'n eksamen af te lê met die voorgeskrewe eksamenfooi van R125,40 (BTW ingesluit) die Raad **vier weke voor** die verkose eksamendatum moet bereik. Die Raad behou die reg om 'n eksamensentrum te kanselleer indien 'n onvoldoende aantal kandidate sodanige sentrum kies.

Die voorgeskrewe aansoekvorm en Inligtingsbulletin aangaande die Raad se eksameneringsprogram kan van die Raad verkry word.

Kandidate word daaraan herinner dat die voorgeskrewe studiemateriaal 'n publikasie van die Raad is, met die titel—

- 'n Inleiding tot die Grondbeginsels van Eiendomsagentskap—Eksamenstudienotas.

Hierdie boek is verkrygbaar van die Raad.

A. B. H. HARRISON,
Bestuurder.

Die Raad vir Eiendomsagent, Privaatsak X10, Benmore, 2010.

(13 Januarie 1995)

RAADSKENNISGEWING 2 VAN 1995**DIE SUID-AFRIKAANSE GENEESKUNDIGE EN TANDHEELKUNDIGE RAAD**

Ingevolge artikel 15 (5) van Wet No. 56 van 1974 en regulasie 8 (2) van die Regulasies betreffende die verkiesing van lede van die Raad afgekondig by Goewermenskennisgewing No. R. 2279 van 3 Desember 1976, word hierby bekendgemaak dat ondergenoemde persone geldig genomineer is as kandidate vir verkiesing van twee lede van die Beroepsraad vir Fisioterapie om te dien vir die onverstreke deel van die vyfjarige tydperk wat op 30 April 1998 verstryk, in die plek van prof. P. Bowerbank en mev. Y. M. Seaman wat bedank het.

HUYSAMEN, Hester Jacoba.

REYERS, Lynne.

SWILLING, Patricia.

As the number of persons validly nominated exceeds the number of persons to be elected, I have appointed 13 February 1995 at 12:00, before which every person entitled to vote in the election may sign and transmit or deliver to me a voting paper described in the third Annexure of the said regulations. A voting paper will be posted to the last registered address of every person entitled to vote in the election.

N. M. PRINSLOO,

Returning Officer.

P.O. Box 205
PRETORIA
0001

or

SAMDC Building
553 Vermeulen Street
ARCADIA
Pretoria
0083.

(13 January 1995)

Aangesien die getal geldig genomineerde persone, die getal persone wat verkies moet word te bowe gaan, het ek 13 Februarie 1995 om 12:00 vasgestel as die dag en tyd waarvoor elkeen wat geregtig is om by die verkiesing te stem 'n stembriefie in die Derde Aangangsel van die gemelde regulasies beskryf, kan teken en aan my stuur of oorhandig. 'n Stembriefie sal na die laaste geregistreerde adres van elkeen wat vir die verkiesing stemgeregtig is gepos word.

N. M. PRINSLOO,

Kiesbeampste.

Posbus 205
PRETORIA
0001

of

SAGTR-gebou
Vermeulenstraat 553
ARCADIA
Pretoria
0083.

(13 Januarie 1995)

BOARD NOTICE 3 OF 1994

THE SOUTH AFRICAN MEDICAL AND DENTAL COUNCIL

NOTICE IN TERMS OF REGULATION 15 OF GOVERNMENT NOTICE No. R. 2303 OF 28 SEPTEMBER 1990

The following particulars concerning registered persons who have been found guilty by the South African Medical and Dental Council and upon whom penalties have been imposed in terms of the Medical, Dental and Supplementary Health Services Professions Act, 1974 (Act No. 56 of 1974), are published for general information:

RAADSKENNISGEWING 3 VAN 1994

DIE SUID-AFRIKAANSE GENEESKUNDIGE EN TANDHEELKUNDIGE RAAD

KENNISGEWING KRAGTENS REGULASIE 15 VAN GOEWERMENSKENNISGEWING No. R. 2303 VAN 28 SEPTEMBER 1990

Die onderstaande besonderhede rakende geregistreerde persone wat kragtens die bepalings van die Wet op Geneeshere, Tandartse en Aanvullende Gesondheidsdiensberoep, 1974 (Wet No. 56 van 1974), deur die Suid-Afrikaanse Geneeskundige en Tandheelkundige Raad skuldig bevind en gestraf is, word hierby vir algemene inligting bekendgemaak:

Name of doctor or dentist	Nature of charge on which found guilty	Penalty imposed
Dr Ratilal Devchand Parsotam Kessow 1967 MB ChB Cape Town 1966 (MP 0111686)	Disgraceful conduct: Dispensed contrary to statutory provisions	Fined R20 000.
Dr Dansukh Lava Mitha 1976 MB ChB Cape Town 1974 (MP 0173703)	Disgraceful conduct: Submitted fraudulent accounts to medical aid	Name erased from register on 13 October 1994.
Dr Johan Homan 1972 MB ChB Pret 1971 (MP 0144630)	Improper conduct: Incorrect evaluation and unacceptable treatment of patient	Cautioned and reprimanded.
Dr Hendrik Phillipus van der Merwe 1968 MB ChB Stell 1967 MMed (L et O) Stell 1979 (MP 0119989)	Improper conduct: Issued inaccurate quotation to medical aid Rendered accounts in respect of fees not entitled to	Cautioned and reprimanded.
Dr Hendrik Matthys van Rooyen 1982 MB ChB Stell 1981 (MP 0241067)	Improper conduct: Administered anaesthetic in unacceptable manner Disgraceful conduct: Failure to render medical assistance to a patient	Fined R2 000. Fined R5 000.

Name of doctor or dentist	Nature of charge on which found guilty	Penalty imposed
Dr Jacobus Johannes Schutte 1986 MB ChB Pret 1985 (MP 0294357)	Improper conduct: Accounts rendered in unacceptable manner Treatment not in best interest of patient	Fined R5 000.
Dr Fazlul Hug Peer 1972 MB BS Bombay 1971 (MP 0143111)	Improper conduct: Administered medication to which patient was allergic	Cautioned and reprimanded.
Dr Wybrand Elias Theunsma Wiese 1974 MB ChB Stell 1973 (MP 0163040)	Disgraceful conduct: Examined, diagnosed and treated patient in unacceptable manner	Cautioned and reprimanded.
Dr Joshua Petrus Theron 1982 MB ChB Stell 1980 (MP 0233447)	Improper conduct: Examined, diagnosed and treated patient in unacceptable manner	Cautioned and reprimanded.
Dr Petrus Jacobus Marais Steyn 1985 MB ChB OVS 1984 (MP 0282790)	Improper conduct: Prescribing medication for excessive period and in quantities not in the best interest of the patient	Cautioned and reprimanded.
Dr Devandra Perumal 1988 MB ChB Natal 1986 (MP 0313076)	Resolved that the provisions of section 51 (1) (a) of Act No. 56 of 1974 apply	Allowed to practice subject to submission of monthly treatment and six monthly evaluation reports.
Dr Pieter Fourie Botha MB ChB Pret 1978 (MP 206482)	Disgraceful conduct: Found guilty in court in respect of contravening section 2 (c) of Act No. 41 of 1971 Resolved that the provisions of section 51 (1) (a) of Act No. 56 of 1974 apply	Suspended for two years conditionally suspended for five years. Allowed to practice in hospital or institution approved by the President and subject to quarterly psychiatric reports.
Dr John Edward Irving de Swardt 1963 MB ChB Stell 1962 MMed (Chir) Stell 1981 LKC(SA) 1972 (MP 0095559)	Disgraceful conduct: Acted in unprofessional and uncivilized manner towards colleagues Acted in manner that could have or brought the reputation of the medical profession into disrepute	Suspended for six months conditionally suspended for three years
Dr Matthys Johannes Kruger 1981 MB ChB Pret 1979 (MP 0220310)	Disgraceful conduct: Breach of patient confidentiality	Suspended for six months conditionally suspended for two years
Dr Ferdinandus Booyens 1986 MB ChB Stell 1985 (MP 0297968)	Disgraceful conduct: Rendered inaccurate and fraudulent accounts Advertising Performed procedure for which inadequately qualified Falsified certificate of status Found guilty in court of fraud and interfering with State Witness Possession of and dealing in drugs and/or forbidden substances	Name erased from register on 13 October 1994.

Name of doctor or dentist	Nature of charge on which found guilty	Penalty imposed
Dr Michael Heinz Teva Stender 1989 State Exam Germany 1987 (MP 0315788)	Disgraceful conduct: Failure to treat patient in circumstances which constituted an emergency	Name erased from register on 13 October 1994.
Dr Theophilus Timotheus de Wet 1947 MB BCh Wits 1947 (MP 0038695)	Disgraceful conduct: Failure to treat patient in an emergency	Fined R5 000.
Dr Peter Ulrich Fischer 1956 MB ChB Pret 1954 (MP 0071951)	Disgraceful conduct: Treated patient in a manner that was unacceptable and not in accordance with accepted standards of medical practice	Suspended for six months as from 13 October 1994.
Dr Denis Vernon Fettes Brown 1976 MB ChB Cape Town 1974 (MP 0173894)	Improper conduct: Treated patient incorrectly and not in accordance with generally accepted norms of medical practice	Cautioned and reprimanded.
Dr Jacobus de Witt 1972 MB ChB Pret 1971 (MP 0144452)	Disgraceful conduct: Performed professional acts in an unacceptable or unprofessional manner and not in accordance with acceptable medical standards	Fined R5 000.
Dr Alphonso Raats 1968 MB ChB Pret 1967 (MP 0117838)	Improper conduct: Failure to render medical services to patient	Cautioned and reprimanded.
Dr Jan Heunis 1983 MB ChB Pret 1982 (MP 0259209)	Improper conduct: Advertising Disgraceful conduct: Transgression of ethical rules Issuing incomplete, inaccurate or misleading medical reports	Suspended six months conditionally suspended for three years.
Dr Carel Theron de Lange 1977 MB ChB Pret 1976 (MP 0188913)	Disgraceful conduct: Failed to render medical assistance to patients Treated and managed patients in unacceptable manner Improper conduct: Acted in unprofessional and vulgar manner towards colleagues	Suspended for six months as from 13 October 1994.
Dr Vincent Benedict Tlhoiwa 1986 MB ChB Medunsa 1985 (MP 0292710)	Disgraceful conduct: Rendered accounts for services not rendered Rendered accounts in unacceptable manner and in a manner which could cause financial prejudice to a medical aid scheme Treated or managed patients not in accordance with accepted standards of medical practice	Name erased from registered on 13 October 1994.
Dr Ross Murray McLaren 1975 MB BCh Wits 1974 FFA (SA) 1984 (MP 0173126)	Improper conduct: Supersession	Cautioned and reprimanded.
Dr Martin Pedro Duhalde 1990 Dip in Med la Plata 1982 (MP 343722)	Improper conduct: Failure to examine, assess, evaluate and diagnose patient in accordance with generally accepted standards of medical practice	Cautioned and reprimanded.
Dr Gopala-Krishnan Pather 1972 MB ChB Natal 1971 (MP 0146170)	Disgraceful conduct: Examined, treated and managed patient in unacceptable manner	Name erased from register on 13 October 1994.

Name of doctor or dentist	Nature of charge on which found guilty	Penalty imposed
Dr Christiaan Dirk Joubert 1990 MB ChB OVS 1989 (MP 0350087)	Improper conduct: Issued false prescription	Cautioned and reprimanded.
Dr Eric Vusani Dikeledi Neluheni 1977 MB ChB Natal 1976 FCS (SA) Orth 1985 (MP 0191604)	Improper conduct: Rendered inaccurate accounts	Fined R1 000.
Dr Archibald Taylor-Smith 1978 MB BCH Wits 1977 DCH (SA) 1982 FCP (SA) 1984 (MP 0202800)	Improper conduct: Failed to treat diagnose patients condition properly and to refer patient to specialist unit	Fined R3 000.
Dr Jan Louis van Vollenstee 1981 MB ChB Pret 1980 M Prax Med Pret 1985 GKC (SA) 1990 MMed (Chir) Pret 1990 (MP 0233889)	Improper conduct: Performed operation that was not indicated or in the best interests of patient	Cautioned and reprimanded.
Dr Bruce Neil Venter 1975 BDS Wits 1975 (DP 0025135)	Improper conduct: Rendered excessive accounts and for amounts not entitled to	Fined R3 000.
Dr Ismail Abdool Kader Amra 1988 BDS Wits 1988 (DP 0050407)	Disgraceful conduct: Rendered accounts for services not rendered Rendered inaccurate accounts	Fined R5 000.
Dr Shi-Hu Pan 1986 BD Sc Taipei 1977 M Dent Wits 1986 (DP 0038806)	Disgraceful conduct: Rendered professional services to patient in unacceptable manner	Name erased from register on 13 October 1994.
Dr Hendrik Jacobus Petrus van der Merwe 1984 BChD Stell 1981 (DP 0040770)	Disgraceful conduct: Rendered inaccurate accounts and for services not rendered Treated patient in unacceptable manner	Fined R5 000.
Dr Francois Anthony Gerber 1990 B ChD Pret 1990 (DP 0053597)	Disgraceful conduct: Used abusive language when addressing colleagues Abuse of sick leave for personal purposes	Suspended for six months conditionally suspended for three years.
Dr Neville Nolly 1982 BChD West Cape 1982 (DP 0038458)	Disgraceful conduct: Failure to exercise adequate control over submission of accounts	Fined R2 000.
Dr William James Farmer 1984 BChD West Cape 1984 (DP 0042005)	Improper conduct: Performance of procedure in unacceptable manner	Fined R3 000.
Dr Francois du Toit 1987 BChD Pret 1987 (DP 0048720)	Disgraceful conduct: Rendered inaccurate accounts and in respect of services not rendered	Name erased from the register on 13 October 1994.
PROFESSIONAL BOARDS		
Mr Christian Jacobus Faul 1975 Dip Optom (SA) 1975 (OP 0005410)	Improper conduct: Contravention of ethical rules	Fined R2 000 of which R1 000 is conditionally suspended for two years.

Name of doctor or dentist	Nature of charge on which found guilty	Penalty imposed
Mr Johannes Lucas le Roux 1977 Dip Optom (SA) 1977 (OP 0006033)	Improper conduct: Contravention of ethical rules	Fined R2 000 of which R1 000 is conditionally suspended for two years.
Mr Steven Einar Lyhne 1985 Dip Optom (SA) 1985 FOA 1985 (OP 0010138)	Improper conduct: Contravention of ethical rules	Fined R2 000 of which R1 000 is conditionally suspended for two years.
Mr Kenneth Lane West 1988 OD South Calif. Coll. Optom 1980 (OP 0011967)	Improper conduct: Contravention of ethical rules	Fined R2 000 of which R1 000 is conditionally suspended for two years.
Mr Stephen Mark Trimby 1983 MBCO 1980 (OP 0009229)	Improper conduct: Contravention of ethical rules	Fined R2 000 of which R1 000 is conditionally suspended for two years.
Mr David Marius Rijnke 1988 Dip Optom (SA) 1987 (OP 0012300)	Improper conduct: Contravention of ethical rules	Fined R1 200 of which R600 is conditionally suspended for two years.
Mrs Cisca Labuschagne 1985 Dip Optom (SA) 1984 (OP 0010073)	Improper conduct: Contravention ethical rule 16	Cautioned and reprimanded.
Mr Alick Christoffel Willem Ross 1979 Dip Optom (SA) 1978 (OP 0007072)	Improper conduct: Advertising	Cautioned and reprimanded.
Mr Keith Hertslet Taylor 1991 Nat Dip Opt Disp (SA) 1991 (OP 0001686)	Improper conduct: Advertising Shared consulting rooms with person not registered Acted in collusion with persons not registered	Cautioned and reprimanded. Suspended six months conditionally suspended for three years.
Mr Sidney Richard Hart 1973 Exam SAMDC 1971 (OD 0000213)	Improper conduct: Practised outside scope of qualifications	Cautioned and reprimanded.
Mrs Ingrid Germaine Madeleine Takis 1978 Nat Dip Phys (SA) 1978 (PT 2532)	Improper conduct: Rendered inaccurate account	Cautioned and reprimanded.
Mr Rudi Pretorius 1980 (ANA 0002232)	Improper conduct: Prevented doctor from attending to patient at accident scene Treated colleagues in unprofessional manner	Cautioned and reprimanded.

Naam van geneesheer of tandarts	Aard van klagte waaraan skuldig bevind	Straf opgelê
Dr. Ratilal Devchand Parsotam Kessow 1967 MB ChB Cape Town 1966 (MP 0111686)	Skandelijke gedrag: Resepiteer strydig met statutêre bepalings	Beboet met R20 000.
Dr. Dansukh Lava Mitha 1976 MB ChB Cape Town 1974 (MP 0173703)	Skandelijke gedrag: Lewering van valse rekeninge aan mediese skema	Naam uit register geskrap op 13 Oktober 1994.

Naam van geneesheer of tandarts	Aard van klagte waaraan skuldig bevind	Straf opgelê
Dr. Johan Homan 1972 MB ChB Pret 1971 (MP 0144630)	Onbetaamlike gedrag: Pasiënt verkeerd geevalueer en op onaanvaarbare wyse behandel	Berispe en gewaarsku.
Dr. Hendrik Phillipus van der Merwe 1968 MB ChB Stell 1967 MMed (Let O) Stell 1979 (MP 0119989)	Onbetaamlike gedrag: Uitreik van onakkurate kwotasie aan mediese fonds Lewering van rekeninge ten opsigte van gelde waarop nie geregtig nie	Berispe en gewaarsku.
Dr. Hendrik Matthys van Rooyen 1982 MB ChB Stell 1981 (MP 0241067)	Onbetaamlike gedrag: Toediening van narkose op onaanvaarbare wyse Skandelijke gedrag: Versuim om mediese hulp aan pasiënt te verleen	Beboet met R2 000. Beboet met R5 000.
Dr. Jacobus Johannes Schutte 1986 MB ChB Pret 1985 (MP 0294357)	Skandelijke gedrag: Rekeninge gelewer op onaanvaarbare wyse Behandeling nie in die beste belang van pasiënt nie	Beboet met R5 000.
Dr. Fazlul Hug Peer 1972 MB BS Bombay 1971 (MP 0143111)	Onbetaamlike gedrag: Toediening van geneesmiddel waarvoor pasiënt allergies was	Berispe en gewaarsku.
Dr. Wybrand Elias Theunisma Wiese 1974 MB ChB Stell 1973 (MP 0163040)	Skandelijke gedrag: Pasiënt ondersoek, diagnoseer en behandel op onaanvaarbare wyse	Berispe en gewaarsku.
Dr. Joshua Petrus Theron 1982 MB ChB Stell 1980 (MP 0233447)	Onbetaamlike gedrag: Pasiënt ondersoek, diagnoseer en behandel op onaanvaarbare wyse	Berispe en gewaarsku
Dr. Petrus Jacobus Marais Steyn 1985 MB ChB OVS 1984 (MP 0282790)	Onbetaamlike gedrag: Voorskryf van medikasie vir buitensporige tydperk en in hoeveelhede wat nie in beste belang van pasiënt was nie	Berispe en gewaarsku.
Dr. Devandra Perumal 1988 MB ChB Natal 1986 (MP 0313076)	Besluit dat die bepalings van artikel 51 (1) (a) van Wet No. 56 van 1974 van toepassing is	Toegelaat om te praktiseer onderhewig aan maandelikse behandeling en indiening van ses-maandelikse evaluasie verslae.
Dr. Pieter Fourie Botha MB ChB Pret 1978 (MP 206482)	Skandelijke gedrag: In hof skuldig bevind aan oortreding van artikel 2 (c) van Wet No. 41 van 1971 Besluit dat artikel 51 (1) (a) van Wet No. 56 van 1974 van toepassing is	Geskors vir twee jaar voorwaardelik opgeskort vir vyf jaar.
		Toegelaat om te praktiseer in hospitaal of instelling deur President goedgekeur en onderhewig aan kwartaalikse psigiatrisie verslae.
Dr. John Edward Irving de Swardt 1963 MB ChB Stell 1962 MMed (Chir) Stell 1981 LKC(SA) 1972 (MP 0095559)	Skandelijke gedrag: Op onprofessionele en onbeskofte wyse teenoor kollegas opgetree Opgetree op 'n wyse wat die eer en reputasie van die mediese professie benadeel het of kon benadeel het	Geskors vir ses maande voorwaardelik opgeskort vir drie jaar

Naam van geneesheer of tandarts	Aard van klagte waaraan skuldig bevind	Straf opgelê
Dr. Matthys Johannes Kruger 1981 MB ChB Pret 1979 (MP 0220310)	Skandelijke gedrag: Verbreking van vertroulikheid tussen pasiënt en geneesheer	Geskors vir ses maande voorwaardelik opgeskort vir twee jaar.
Dr. Ferdinandus Booyens 1986 MB ChB Stell 1985 (MP 0297968)	Skandelijke gedrag: Lewering van onakkurate en valse rekeninge Adverteer Prosedure uitgevoer waarvoor nie voldoende gekwalifiseer nie Vervalsing van sertifikaat van status Skuldig in hof bevind aan bedrog en inmenging met Staatsgetuie Besit en handel dryf in verdowingsmiddels en ander verbode middels	Naam uit register geskrap op 13 Oktober 1994.
Dr. Michael Heinz Teva Stender 1989 State Exam Germany 1987 (MP 0315788)	Skandelijke gedrag: Versuim om pasiënt te behandel in 'n noodgeval	Naam uit register geskrap op 13 Oktober 1994.
Dr. Theophilus Timotheus de Wet 1947 MB BCh Wits 1947 (MP 0038695)	Skandelijke gedrag: Versuim om pasiënt te behandel in 'n noodgeval	Beboet met R5 000.
Dr. Peter Ulrich Fischer 1956 MB ChB Pret 1954 (MP 0071951)	Skandelijke gedrag: Pasiënt behandel op wyse wat onaanvaarbaar en nie volgens aanvaarbare standaarde van mediese praktyk is nie	Geskors vir ses maande vanaf 13 Oktober 1994.
Dr. Denis Vernon Fettes Brown 1976 MB ChB Cape Town 1974 (MP 0173894)	Onbetaamlike gedrag: Pasiënt verkeerd en nie volgens algemene aanvaarbare standaarde van mediese praktyk behandel	Berispe en gewaarsku.
Dr. Jacobus de Witt 1972 MB ChB Pret 1971 (MP 0144452)	Skandelijke gedrag: Professionele handelinge uitgevoer op onaanvaarbare of onprofessionele wyse en nie in ooreenstemming met aanvaarde standaarde van mediese praktyk nie	Beboet met R5 000.
Dr. Alphonso Raats 1968 MB ChB Pret 1967 (MP 0117838)	Onbetaamlike gedrag: Versuim om mediese hulp te verleen aan pasiënt	Berispe en gewaarsku.
Dr. Jan Heunis 1983 MB ChB Pret 1982 (MP 0259209)	Onbetaamlike gedrag: Adverteer Skandelijke gedrag: Oortreding van etiese reëls Uitreik van onvolledige, onakkurate of misleidende mediese verslae	Geskors vir ses maande voorwaardelik opgeskort vir drie jaar.
Dr. Carel Theron de Lange 1977 MB ChB Pret 1976 (MP 0188913)	Skandelijke gedrag: Versuim om mediese hulp aan pasiënte te verleen in noodgeval Pasiënte op onaanvaarbare wyse behandel en hanteer Onbetaamlike gedrag: Onprofessionele en vulgere manier van optrede teenoor kollegas	Geskors vir ses maande vanaf 13 Oktober 1994.
Dr. Vincent Benedict Tihoiwa 1986 MB ChB Medunsa 1985 (MP 0292710)	Skandelijke gedrag: Gelde gehef vir dienste nie gelewer nie Lewering van rekenings op onaanvaarbare wyse en op wyse wat mediese hulpskema finansieel benadeel Behandeling en hantering van pasiënte nie volgens aanvaarde standaarde van mediese praktyk nie	Naam uit register geskrap op 13 Oktober 1994.

Naam van geneesheer of tandarts	Aard van klagte waaraan skuldig bevind	Straf opgelê
Dr. Ross Murray McLaren 1975 MB BCh Wits 1974 FFA (SA) 1984 (MP 0173126)	Onbetaamlike gedrag: Supersessie	Berispe en gewaarsku.
Dr. Martin Pedro Duhalde 1990 Dip in Med la Plata 1982 (MP 343722)	Onbetaamlike gedrag: Versuim om pasiënt te ondersoek, evalueer en diagno- seer volgens aanvaarde standaarde van mediese praktyk	Berispe en gewaarsku.
Dr. Gopala-Krishnan Pather 1972 MB ChB Natal 1971 (MP 0146170)	Skandelijke gedrag: Pasiënt ondersoek, behandel en hanteer op onaanvaar bare wyse	Naam uit register geskrap op 13 Oktober 1994.
Dr. Christiaan Dirk Joubert 1990 MB ChB OVS 1989 (MP 0350087)	Onbetaamlike gedrag: Uitreik van valse voorskrif	Berispe en gewaarsku.
Dr. Eric Vusani Dikeledi Neluheni 1977 MB ChB Natal 1976 FCS (SA) Orth 1985 (MP 0191604)	Onbetaamlike gedrag: Lewering van onakkurate rekenings	Beboet met R1 000.
Dr. Archibald Taylor-Smith 1978 MB BCh Wits 1977 DCH (SA) 1982 FCP (SA) 1984 (MP 0202800)	Onbetaamlike gedrag: Versuim om pasiënt behoorlik te diagnoseer en om pasiënt na spesialisie eenheid te verwys	Beboet met R3 000.
Dr Jan Louis van Vollenstee 1981 MB ChB Pret 1980 M Prax Med Pret 1985 GKC (SA) 1990 MMed (Chir) Pret 1990 (MP 0233889)	Onbetaamlike gedrag: Operasie uitgevoer wat nie aangedui of in die beste belang van die pasiënt was nie	Berispe en gewaarsku.
Dr Bruce Neil Venter 1975 BDS Wits 1975 (DP 0025135)	Onbetaamlike gedrag: Lewering van buitensporige rekenings en vir gelde waarop nie geregtig nie	Beboet met R3 000.
Dr Ismail Abdool Kadedr Amra 1988 BDS Wits 1988 (DP 0050407)	Skandelijke gedrag: Rekeninge gelewer vir dienste nie gelewer nie Lewering van foutiewe rekeninge	Beboet met R5 000.
Dr Shi-Hu Pan 1986 BD Sc Taipei 1977 M Dent Wits 1986 (DP 0038806)	Skandelijke gedrag: Lewering van professionele dienste op onaanvaarbare wyse aan pasiënt	Naam uit register geskrap op 13 Oktober 1994.
Dr Hendrik Jacobus Petrus van der Merwe 1984 BChD Stell 1981 (DP 0040770)	Skandelijke gedrag: Lewering van foutiewe rekeninge en vir dienste wat nie gelewer is nie Behandeling van pasiënt op onaanvaarbare wyse	Beboet met R5 000.
Dr Francois Anthony Gerber 1990 B ChD Pret 1990 (DP 0053597)	Skandelijke gedrag: Gebruik van onweloweglike taal teenoor kollegas Misbruik van siekteverlof vir persoonlike doeleindes	Geskors ses maande voor- waardelik opgeskort vir drie jaar.
Dr Neville Nolly 1982 BChD West Cape 1982 (DP 0038458)	Skandelijke gedrag: Versuim om behoorlike kontrole oor lewering van rekening te hou	Beboet met R2 000.
Dr William James Farmer 1984 BChD West Cape 1984 (DP 0042005)	Onbetaamlike gedrag: Prosedure uitgevoer op onaanvaarbare wyse	Beboet met R3 000.
Dr Francois du Toit 1987 BChD Pret 1987 (DP 0048720)	Skandelijke gedrag: Lewering van onakkurate rekeninge en ten opsigte van dienste nie gelewer nie	Naam uit rgister geskrap op 13 Oktober 1994.

Naam van geneesheer of tandarts	Aard van klage waaraan skuldig bevind	Straf opgelê
BEROEPSRADE		
Mnr. Christian Jacobus Faul 1975 Dip Optom (SA) 1975 (OP 0005410)	Onbetaamlike gedrag: Oortreding van etiese reëls	Beboet met R2 000 waarvan R1 000 voorwaardelik opgeskort word vir twee jaar.
Mnr. Johannes Lucas le Roux 1977 Dip Optom (SA) 1977 (OP 0006033)	Onbetaamlike gedrag: Oortreding van etiese reëls	Beboet met R2 000 waarvan R1 000 voorwaardelik opgeskort word vir twee jaar.
Mnr. Steven Einar Lyhne 1985 Dip Optom (SA) 1985 FOA 1985 (OP 0010138)	Onbetaamlike gedrag: Oortreding van etiese reëls	Beboet met R2 000 waarvan R1 000 voorwaardelik opgeskort word vir twee jaar.
Mnr. Kenneth Lane West 1988 OD South Calif. Coll. Optom 1980 (OP 0011967)	Onbetaamlike gedrag: Oortreding van etiese reëls	Beboet met R2 000 waarvan R1 000 voorwaardelik opgeskort word vir twee jaar.
Mnr. Stephen Mark Trimby 1983 MBCO 1980 (OP 0009229)	Onbetaamlike gedrag: Oortreding van etiese reëls	Beboet met R2 000 waarvan R1 000 voorwaardelik opgeskort word vir twee jaar.
Mnr. David Marius Rijnke 1988 Dip Optom (SA) 1987 (OP 0012300)	Onbetaamlike gedrag: Oortreding van etiese reëls	Beboet met R1 200 waarvan R600 voorwaardelik opgeskort word vir twee jaar.
Mev. Cisca Labuschagne 1985 Dip Optom (SA) 1984 (OP 0010073)	Onbetaamlike gedrag: Oortreding etiese reël 16	Berispe en gewaarsku.
Mnr. Alick Christoffel Willem Ross 1979 Dip Optom (SA) 1978 (OP 0007072)	Onbetaamlike gedrag: Advertering	Berispe en gewaarsku.
Mnr. Keith Hertslet Taylor 1991 Nat Dip Opt Disp (SA) 1991 (OP 0001686)	Onbetaamlike gedrag: Advertering Deel van spreekkamers met ongeregistreerde persone Kollusie met ongeregistreerde persone	Berispe en gewaarsku. Geskors vir ses maande voorwaardelik opgeskort vir drie jaar.
Mnr. Sidney Richard Hart 1973 Exam SAMDC 1971 (OD 0000213)	Onbetaamlike gedrag: Handelinge verrig buite veld van kwalifikasie	Berispe en gewaarsku.
Mev. Ingrid Germaine Madeleine Takis 1978 Nat Dip Phys (SA) 1978 (PT 2532)	Onbetaamlike gedrag: Lewer van onakkurate rekening	Berispe en gewaarsku.
Mnr. Rudi Pretorius 1980 (ANA 0002232)	Onbetaamlike gedrag: Versuim dat geneesheer beheer oor pasiënte uitoefen by ongelukstoneel Kollegas op onprofessionele wyse hanteer	Berispe en gewaarsku.

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- RP 49/1994**—Department of Agriculture: Annual Report, 1 April 1992 to 31 March 1993. ISBN 0-621-15529-2. Local **R17,00**; other countries **R18,60**.
- RP 59/1994**—Department of Public Works: Annual Report, 1993. ISBN 0-7970-2968-0. Local **R12,41**; other countries **R13,60**.
- RP 75/1994**—Department of Water Affairs and Forestry: Annual Report, 1992/93. ISBN 0-621-16069-5. Local **R34,88**; other countries **R38,30**.
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- RP 137/1994**—Department of Justice: Report, 1 July 1992 to 30 June 1993. ISBN 0-621-16255-8. Local **R13,13**; other countries **R14,40**.
- RP 141/1994**—Board on Tariffs and Trade: Annual Report, 1993, Report No. 3442. ISBN 0-621-16260-4. Local **R4,10**; other countries **R4,50**.
- RP 149/1994**—South African Communication Service: Annual Report, 1993. ISBN 0-621-16272-8. Local **R14,83**; other countries **R16,30**.
- RP 156/1994**—Constitutional Development Service: Report for the period 1 January 1992 to 31 December 1993. ISBN 0-621-16278-7. Local **R2,05**; other countries **R2,30**.
- RP 171/1994**—Ombudsman Report in terms of section 5 (1) of the Ombudsman Act, 1979 (Act No. 118 of 1979). Report No. 2. ISBN 0-621-16319-8. Local **R2,07**; other countries **R2,30**.

MISCELLANEOUS REPORTS

- WPF-'94**—White Paper: Memorandum by the Minister of Public Works, setting out Particulars of the Building Programme for 1994/95 in respect of Program 3. ISBN 0-621-16316-3. Local **R3,31**; other countries **R3,60**.

DIE STAATSDRUKKER

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RP-VERSLAE

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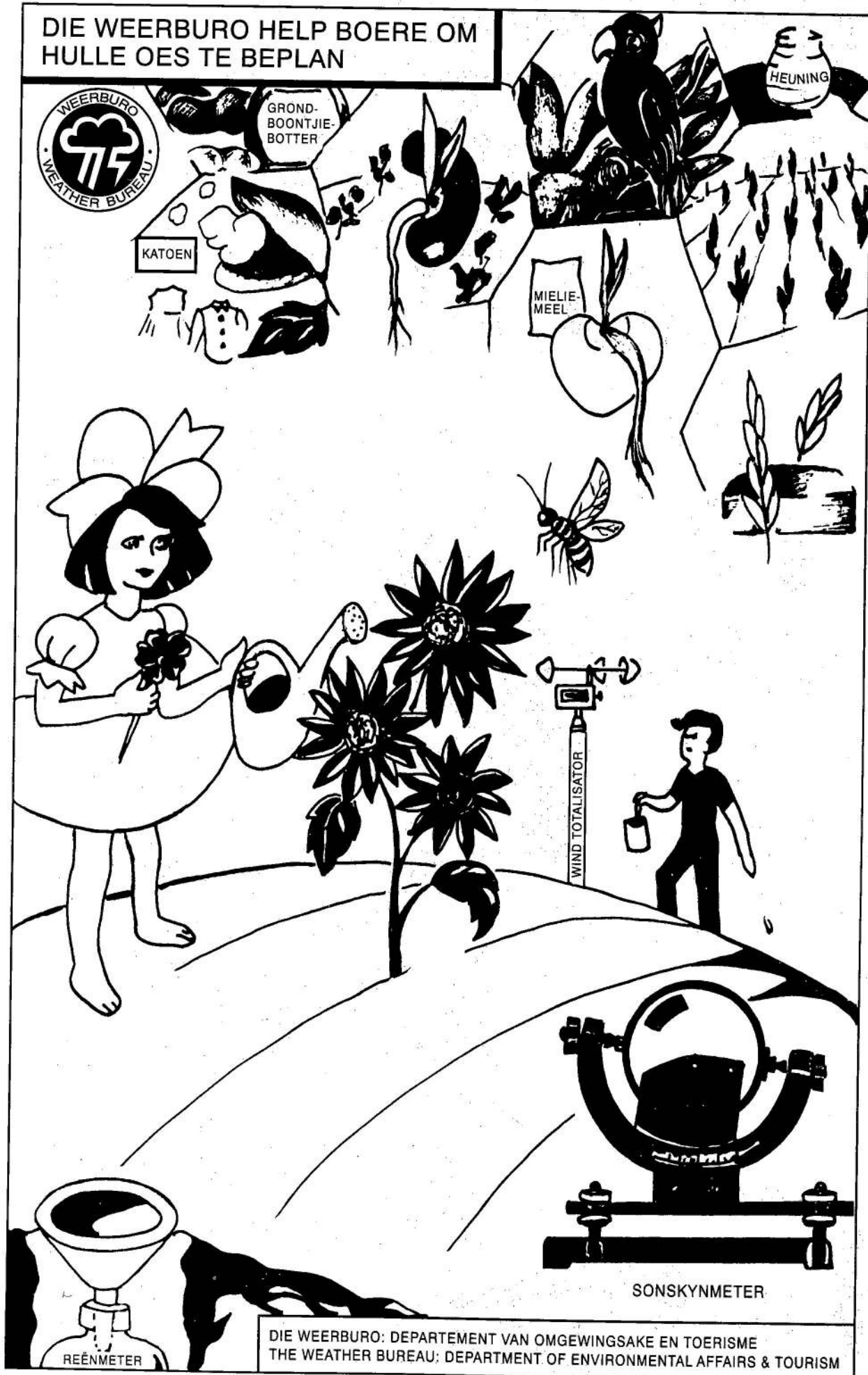
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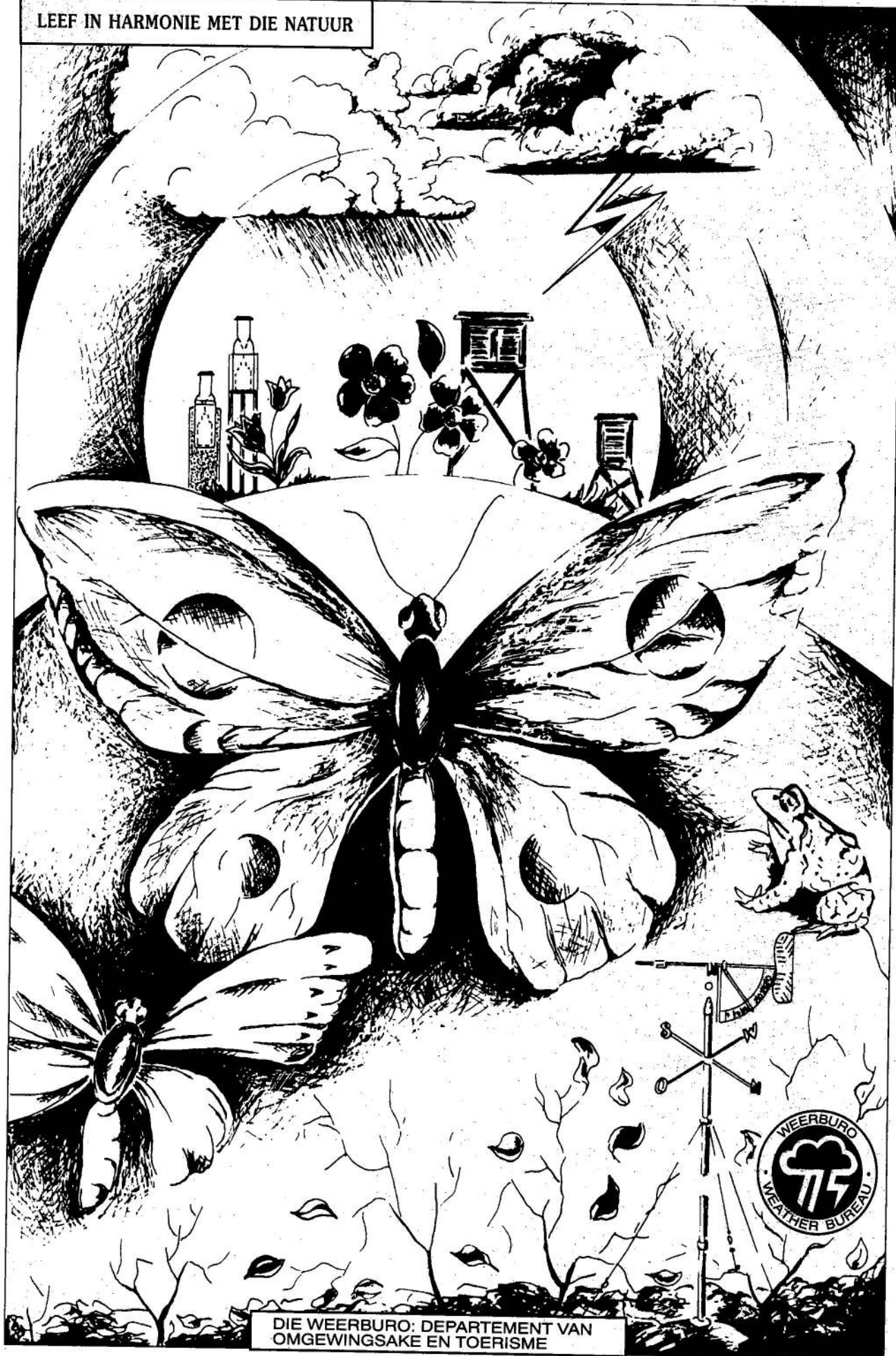
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