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Wes-Kaap Onderwysdepartement

Western Cape Education Department

ISEbe leMfundo leNtshona Koloni

CIRCULAR 0028/2001

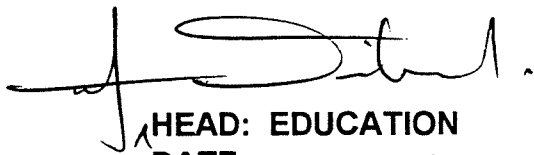
TO:

CHIEF DIRECTORS, DIRECTORS, AREA AND CIRCUIT MANAGERS AND PRINCIPALS
AND CHAIRPERSONS OF GOVERNING BODIES OF PUBLIC SCHOOLS CONCERNED

**TRANSFER PAYMENTS (SUBSIDIES) PAYABLE IN ACCORDANCE WITH THE
PERSONNEL PROVISIONING SCALES FOR NON-EDUCATOR STAFF AT ORDINARY
PUBLIC AND ELSÉN SCHOOLS**

1. You are referred to Circular 117/2000 of 3 September 2000 and Circular 131/99 of 17 November 1999.
2. Ordinary public schools with an enrolment of fewer than 201 learners, as well as ELSÉN schools, qualify for a subsidy for the employment of non-educator staff. The subsidy will be paid to qualifying schools, provided that there is an effective financial management and internal control system at the schools, as required by article 38(1)(j) of the Public Finance Management Act, 1999 (Act 1 of 1999). Confirmation of proper financial management and control was requested in Circular 125/2000 of 20 October 2000.
3. Those schools who have provided verification as requested in Circular 125/2000, will automatically be able to perform the function for the appointment of the aforementioned personnel in terms of section 20(4) and (5) of the South African Schools Act, 1996 (Act 84 of 1996) as amended. Schools who are not interested in performing the function are requested to advise the WCED, in writing, by completing the attached annexure F and posting it to the Department for attention, Ms A. Henriques. In the latter case no subsidy will be paid. If the function is accepted, the subsidy will be payable to qualifying schools retrospective from 1 September 2000. Thereafter, subsidies will be paid in advance every six months (January and June).
4. However, payment will be made only if qualifying schools complete the attached amended WCED 043 form properly and submit it quarterly.

5. This money is intended for contracting services or for the appointment of part-time or full-time personnel to perform the functions concerned. The money may only be used for other purposes if the governing body takes a final decision to this effect and the circuit manager approves it.
6. These payments will be made on condition that the Department may examine the school's records.
7. Attached is a Manual for the Administration of Personnel Expenditure by Schools. It provides information on the appointment of personnel additional to the approved establishment of public schools. Suggestions for the improvement of the manual will be appreciated.
8. The Xhosa translation of the above manual will be available in due course and may be requested from Ms A. Henriques, tel. no. (021) 467-2767.



HEAD: EDUCATION

DATE:

13 March 2001

MANUAL FOR THE APPOINTMENT OF PERSONNEL ADDITIONAL TO THE APPROVED ESTABLISHMENT OF PUBLIC SCHOOLS BY GOVERNING BODIES (GOVERNING BODY POSTS)

1. AIM

The purpose of this manual is to assist governing bodies to establish a system to manage effectively the administration of personnel additional to the approved establishment of public schools.

2. BACKGROUND

- 2.1 In terms of section 20(4) and (5) of the South African Schools Act, 1996 (Act 84 of 1996) as amended, governing bodies of public schools may appoint educator and non-teaching staff who will be remunerated out of school funds. These posts are not part of the establishment of the Western Cape Education Department (WCED) and thus the school is the employer of such staff. For the purpose of this manual these posts will be called governing body posts.
- 2.2 In terms of section 3 of the Employment of Educators Act, 1998 (Act 76 of 1998), the conditions of service of educators who were appointed by schools themselves are not determined by the Minister and are also not negotiated in the Education Labour Relations Council (ELRC). Consequently, the conditions of service of non-educators are not determined by the Public Service Act, 1994 (Proclamation 103 of 1994), or negotiated by the General Public Service Bargaining Council. Instead, their conditions of service are regulated by the Labour Relations Act, 1995 (Act 66 of 1995), and the Basic Conditions of Employment Act, 1997 (Act 75 of 1997).

2.3 Governing bodies of public schools must note that where governing body posts are created and filled in terms of section 20(4) and (5) of the SA Schools Act, 1996, a contract must be drawn up between the parties concerned that determines the employees conditions of service.

2.4 Governing bodies bear the sole responsibility for establishing governing body posts and appointing persons to such posts. When contracts in this regard are drawn up with employees, governing bodies must ensure that they are familiar with all the contents of all the applicable laws concerned with regard to appointments/contracts , e.g.

- (a) the Income Tax Act (PAYE deductions);
- (b) the Unemployment Insurance Act (UIF deductions);
- (c) the Labour Relations Act (especially Chapters 7, 8 and 9);
- (d) the Occupational Health and Safety Act and Compensation for Occupational Injuries and Diseases Act [Injury on duty (Insurance should be taken out by the school itself)];
- (e) the Basic Conditions of Employment Act (especially Chapters 4, 5, 6 and 7);
- (f) the Employment Equity Act (especially Chapters 1, 2, 3, 4, 5 and 6); and
- (g) the Skills Development Act (especially Chapters 1, 3, 5 and 6).

- 2.5 If schools or governing bodies do not have copies of the laws concerned, they can be ordered and purchased from the Government Printing Works at the following address and telephone number:

Government Printing Works
90 Plein Street
CAPE TOWN
8001

Telephone: (021) 465-7531

- 2.6 The State is not liable for any act or omission by a public school relating to its contractual responsibility as employer in respect of staff employed in terms of section 20(4) and (5) of the SA Schools Act, 1996.
- 2.7 Governing bodies must note that certain legal requirements must be complied with (see section 20(6) of the latter Act) and certain deductions, e.g. income tax, unemployment insurance, fees, etc., must be deducted from the employee's wages or salary and must be paid over to the various authorities, e.g. the Receiver of Revenue, Department of Labour, etc. The school will also have to register as an employer with the authorities concerned and consequently must pay the prescribed levies.
3. The attached annexures A, B, C, D, E, E1 and E2 are guidelines to assist governing bodies with the procedures which must be followed with regard to the handling, calculation and payment of the required deductions.

ANNEXURE A

RECEIVER OF REVENUE (Employee's Tax)

1. An employer must deduct employee's tax from employees receiving remuneration on a monthly basis. For this purpose governing bodies must obtain a copy of the Guidelines for Employee's Tax (IRP10) from their nearest office of the Receiver of Revenue.
2. Contact the local Receiver of Revenue and obtain a registration form (IRP101) within 14 days after the governing body has become an employer.
3. The governing body must calculate and deduct the employee's tax from the employee's monthly remuneration in accordance with the deduction tables.
4. A monthly return (IRP201) will be forwarded to the employer. The monthly deductions made for employee's tax must be reflected thereon. This amount must be paid to the Receiver of Revenue where the employer is registered within 7 days of the end of the month during which the amount was deducted. The cheque must accompany the monthly return (IRP201). Interest and penalties will be imposed and is payable by the governing body for late payments. (If payment dates are affected by weekends or public holidays, payment must be effected on or before the preceding working day.)

5. The governing body must keep record of the amount of remuneration paid to each employee as well as the amount of employee's tax deducted. Copies of the monthly return payments are also to be kept for record purposes.
6. At the end of the tax period 1 March to 28 February, the governing body must furnish all employees to whom remuneration was paid and from which employee's tax was deducted with an original IRP5 certificate within the prescribed period of 60 days after 28 February.
7. If, for a valid reason, no employee's tax was deducted from the remuneration paid to an employee, an IT3 (a) return must be issued to the employee instead of an IRP5 certificate.
8. Printed IRP5 certificates may be requested from the Receiver of Revenue in writing.
9. The employee's tax which was paid over to the Receiver of Revenue on a monthly basis during the tax period must be reconciled with the amounts shown on the IRP5 certificates which were issued. The IRP501 reconciliation form will be forwarded to the governing body by the Receiver of Revenue for this purpose.
10. The IRP501 reconciliation form must be forwarded to the Receiver of Revenue within 60 days of the end of the tax year, together with the first copy of the IRP5 and IT3 (a) certificates.
11. The second copy of the IRP5 and IT3(a) certificates must be retained for record purposes for a period of 5 years, together with a copy of the IRP 501 reconciliation form.

ANNEXURE B

REGIONAL SERVICES COUNCIL (Services Levy)

1. A monthly services levy is payable by an employer remunerating personnel.
2. The governing body must obtain a registration form from the relevant Regional Services Council concerned and ensure that it is registered as an employer.
3. The Regional Services Council concerned will post a monthly return to registered schools. (Governing bodies must take care that this return reaches them timeously because late receipt thereof usually leads to late payments, which, in turn, may lead to interest being charged.)
4. Complete the monthly return and state the gross monthly amount paid as remuneration to personnel employed by the governing body.
5. Calculate the percentage payable in respect of the services levy concerned (based on the gross monthly remuneration).
6. Calculate the VAT (14%) payable on the services levy and add the VAT to the amount payable.
7. Draw up a cheque payable to the Regional Services Council concerned for the total monthly amount payable.
8. A copy of the duly completed monthly return must be kept for record purposes.

9. Post the original monthly return together with the cheque to the Regional Services Council concerned.
10. An official receipt acknowledging the payment will follow in due course from the Regional Services Council concerned and must be kept for record purposes.
11. A register of the monthly payments must be kept.
12. Further details may be obtained from the Regional Services Council concerned.

ANNEXURE C

DEPARTMENT OF LABOUR (Unemployment Insurance Fund)

1. An employer must contribute 2% of the employees gross monthly remuneration to the Unemployment Insurance Fund to insure employees against the temporary loss of employment.
2. The governing body must contact the Unemployment Insurance Fund and obtain a UF1 registration form within 14 days of employing staff.
3. Contributions must be calculated on a monthly basis at a rate of 2% of all employees monthly salaries. The governing body is responsible for the full monthly contribution, but may recover monthly 1% of this amount from the employees salary.
4. A UF3 form will be forwarded to every registered employer before the end of each month. The UF3 form must be duly completed in respect of the contributions due and, together with the payment thereof, must be forwarded to the Unemployment Insurance Fund within 10 days of the end of the month. A penalty is payable by the governing body for failing to submit the form and/or for failing to pay the contributions within the prescribed period.
5. A register recording all the deductions of the contributions must be kept for record purposes. Copies of the UF3 form must also be kept.

6. The governing body must establish whether the person employed is in possession of a UF74 Contributor's Record Card ("Blue Card"). If so, the employer must request the Contributor's Record Card, enter on the card the employer's name, address, UIF reference number and the date on which the worker's period of employment commenced and finished and place it in the employee's personal file.
7. If the employee is not in possession of a UF74 Contributor's Record Card, application form UF85 must be completed and forwarded to the Unemployment Insurance Fund. Upon receipt of the Contributor's Record Card, the procedure in paragraph 6 must be followed.
8. Upon the termination of an employee's service period, the governing body must duly complete and sign the UF74 Contributor's Record Card before handing it to the employee.
9. Further details may be obtained from the Unemployment Insurance Fund, Pretoria, 0052.

ANNEXURE D

SALARY LEVEL GUIDELINES

1. During roadshows held to assist the implementation of the Personnel Provisioning Scales there were numerous requests for a salary guidelines for Administration Clerks, General Foremen and General Assistants.
2. The WCED is currently remunerating these occupational classes as follows and is furnishing these details to principals as a guideline. However, the WCED would encourage you to conduct research among the private sector for additional information.
 - 2.1 **Administration Clerk:**

Entry Level	R27 174-00 per annum
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 - 2.2 **General Foreman:**

Entry Level	R31 212-00 per annum
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 - 2.3 **General Assistant:**

Entry Level	R24 036-00 per annum
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ANNEXURE E

RELEVANT LEGISLATION

The relevant chapters and sections on staffing practices are as follows:

1. The Employment Equity Act, 1998: Chapters 1 to 6.
 - 1.1 This Act deals with elimination and prohibition of unfair discrimination and in equality in the workplace by
 - a) promoting equal opportunity and fair treatment in employment through the elimination of unfair discrimination.
 - b) implementing positive measures to ensure equitable representation in all occupational categories and levels in the workplace.
2. The Basic Conditions of Employment Act 75 of 1997: Chapters 4 to 7.
 - 2.1 The Act gives effect to the right to fair labour practices referred to in Section 23(1) of the Constitution by establishing and making provision for the regulation of basic conditions of employment and thereby complying with the recommendations of the International Labour Organisation.
 - 2.2 This Act deals with
 - a) a large number of aspects of employment and employment contracts.
 - b) the regulation of work time and the treatment of contract labour.
 - c) variations on the basic conditions of employment, as well as the prohibition of employment of children and forced labour.

3. The Labour Relations Act 66 of 1965.

3.1 The primary objectives of this Act are

- a) to give effect to and to regulate the fundamental rights conferred by Section 27 of the Constitution.
- b) to give effect to obligations incurred by the Republic as a member state of the International Labour Organisation.
- c) to provide a framework within which employees and their trade unions, employees and employers' organisations can collectively bargain to determine wages, terms and conditions of employment, and other matters of mutual interest.
- d) to promote
 - (i) orderly collective bargaining
 - (ii) collective bargaining at sectoral level
 - (iii) employee participation in decision making in the workplace
 - (iv) the effective resolution of labour disputes.

3.2 For further details in this regard you can contact your Provincial Labour Department.

4. The Skills Development Act 97 of 1998: Chapters 1, 3, 5 and 6.

4.1 The aims of this Act are, amongst others

- a) to develop the quality of life of workers, their work prospects and their mobility.
- b) to improve productivity in the workplace and competitiveness among employers.

- c) to promote self-employment.
- d) to improve social services.
- e) to increase investment in education and training in the labour market.
- f) to encourage employers to
 - use the workplace as an active learning environment.
 - provide employees with opportunities to acquire new skills.
 - provide opportunities for new entrants to the labour market to gain work experience.
 - employ persons who find it difficult to be employed.
- g) to encourage workers to participate in learnership and other training programmes.
- h) to ensure the quality of education and training for and in the workplace.
- i) to assist
 - work-seekers to find work.
 - retrenched workers to re-enter the labour market.
 - employers to find qualified employees.

ANNEXURE E1

*** CONFIDENTIAL ***

EMPLOYMENT CONTRACT

between

.....
Name of employer
of
Address

.....
.....
.....
.....
and

.....
Name of employee
.....
Identity number
of
Address

.....
.....
.....
.....
(Applicable for appointments less than 6 months)

The employer hereby agrees to employ the employee who agrees to accept the appointment in the position of (RANK)..... at..... or any other place of work as may be directed by the employer from time to time, on the terms as set out below. The employee will be employed as a contract worker as provided for in terms of the Public Service Act, 1994 (as amended). The employment shall commence on the (START DATE – "EFFECTIVE DATE"), regardless of the date of signature hereof and shall end on (END DATE).....

1. DUTIES

- 1.1 The employee shall serve the employer faithfully and honestly and use reasonable care and skill in the performance of his/her duties. The employee shall perform such duties as are normally performed by RANK and as directed to perform by the employer whether or not such work falls outside the scope of the specific position to which he/she has been appointed.
- 1.2 Without derogating from the generality of the above, the employee's duties are described in the attachment entitled Job Expectation.

2. WORKING HOURS

- 2.1 The normal working hours of the employee shall be Monday to Friday from 07h30 to 16h00 with a lunch break of thirty (30) minutes from 12h30 to 13h00.

3. SALARY

- 3.1 The employee's monthly gross salary shall be R..... payable monthly in arrears on the last day of each month.
- 3.2 The following deductions shall be made:
 - 3.2.1 Pay as you earn (PAYE);
 - 3.2.2 Public Service Central Bargaining Council (PSCBC).

4. BENEFITS

- 4.1 The employee will not be entitled to any service benefits normally payable to permanently employed public servants, unless specifically provided for in this agreement.

5. ANNUAL LEAVE

- 5.1 The employee shall be entitled to one (1) day of annual leave with full remuneration for every seventeen (17) days worked. Leave will be granted and must be taken at times acceptable to the employer.
- 5.2 Leave must be applied for on the proper form and approved by the Director: Personnel Management or a duly authorised person.
- 5.3 Leave shall not be accumulated beyond the annual leave cycle as per the Basic Conditions of Employment Act.

6. SICK LEAVE

- 6.1 The employee shall, from the commencement of employment be entitled to one (1) day's paid sick leave for every twenty-six (26) days worked during the first six (6) months of employment.
- 6.2 In the event of the employee being absent from work for more than two (2) consecutive days or more than two (2) occasions during an eight (8) week period and at the request of the employer, fails to produce a medical certificate from a qualified medical practitioner, the employer will not be obliged to remunerate the employee for those days of sick leave.

7. PUBLIC HOLIDAYS

- 7.1 You are entitled to all public holidays in terms of the Public Holidays Act, no. 36 of 1994.

8. CONFIDENTIALITY

- 8.1 During the existence of the employment agreement, the employee shall not, unless it is during the normal course of his/her duties and for the purposes of promoting the interests of the employer, without the written consent of the employer use or make available to any persons any of the confidential information of the employer.

9. DISCIPLINARY CODE AND PROCEDURE

- 9.1 On signature of the contract, the employee acknowledges that his/her employment contract is subject to the Department's Disciplinary and Incapacity Codes and Procedures, copies of which will be handed to the employee on the signature of this agreement or are available to the employee at the workplace. The employee is deemed to have familiarised himself/herself with the contents of such Codes and Procedures.

10. TERMINATION OF EMPLOYMENT

- 10.1 Notwithstanding the foregoing, the contract of employment may be terminated by either party only on written notice of not less than:
- 10.1.1 One (1) week, if the employee has been employed for four (4) weeks or less;
 - 10.1.2 Two (2) weeks, if the employee has been employed for more than four (4) weeks but not more than one (1) year;
 - 10.1.3 Four (4) weeks, if the employee has been employed for one (1) year and more.
- 10.2 Notwithstanding the foregoing, this agreement may be terminated summarily by the employer without compensation or payment in lieu of notice:
- 10.2.1 If the employee commits a material breach of any of his/her obligations under this contract;
 - 10.2.2 In any circumstances justifying such termination at common law; or
 - 10.2.3 On the grounds of misconduct or incapacity as defined in the Disciplinary and Incapacity Codes.

11. VARIATION

- 11.1 The employee and the employer agree that no variation of the terms and conditions of this contract of employment shall be of force or effect unless reduced to writing and signed by both parties.

SIGNED at this day of2001.

AS WITNESSES:

1.

2.

..... signature of the employee who confirms that he/she has read and fully understood and accepted the terms and conditions of the employment as contained in this agreement.

SIGNED at this day of 2001.

AS WITNESSES:

1.

2.

..... signature of employer / for and on behalf of the
"....." who warrants that she/he is duly authorised to represent the employer.

ANNEXURE E2

*** CONFIDENTIAL ***

EMPLOYMENT CONTRACT

between

.....
Name of employer
of
Address

.....
.....
.....
.....
and

.....
Name of employee
.....
Identity number
of
Address

.....
.....
.....
.....
(Applicable for appointments of 6 months and longer)

The employer hereby agrees to employ the employee who agrees to accept the appointment in the position of (RANK)..... at..... or any other place of work as may be directed by the employer from time to time, on the terms as set out below. The employee will be employed as a contract worker as provided for in terms of the Public Service Act, 1994 (as amended). The employment shall commence on the (START DATE – "EFFECTIVE DATE"), regardless of the date of signature hereof and shall end on (END DATE).....

1. DUTIES

- 1.1 The employee shall serve the employer faithfully and honestly and use reasonable care and skill in the performance of his/her duties. The employee shall perform such duties as are normally performed by RANK and as directed to perform by the employer whether or not such work falls outside the scope of the specific position to which he/she has been appointed.
- 1.2 Without derogating from the generality of the above, the employee's duties are described in the attachment entitled Job Expectation.

2. WORKING HOURS

- 2.1 The normal working hours of the employee shall comprise of a forty (40) hour week with a lunch break of thirty (30) minutes per day.

3. SALARY

- 3.1 The employee's monthly gross salary shall be R..... payable monthly in arrears on the last day of each month.
- 3.2 The following deductions shall be made:
 - 3.2.1 Pay as you earn (PAYE);
 - 3.2.2 Public Service Central Bargaining Council (PSCBC).

- 3.3 All other deductions, either agreed to in writing by the employee or allowed in terms of a law, collective agreement, court order or arbitration award will be made subject to the provisions of the Basic Conditions of Employment Act.

4. **BENEFITS**

- 4.1 The employee will not be entitled to any service benefits normally payable to permanently employed public servants, unless specifically provided for in this agreement.

5. **ANNUAL LEAVE**

- 5.1 The employee shall be entitled to one (1) day of annual leave with full remuneration for every seventeen (17) days worked. Leave will be granted and must be taken at times acceptable to the employer.

- 5.2 Leave must be applied for on the proper form and approved by the Director: Personnel Management or a duly authorised person.

- 5.3 Leave shall not be accumulated beyond the annual leave cycle as per the Basic Conditions of Employment Act.

6. **SICK LEAVE**

- 6.1 The employee shall, from the commencement of employment be entitled to one (1) day's paid sick leave for every twenty-six (26) days worked during the first six (6) months of employment.

- 6.2 In the event of the employee being absent from work for more than two (2) consecutive days or more than two (2) occasions during an eight (8) week period and at the request of the employer, fails to produce a medical certificate from a qualified medical practitioner, the employer will not be obliged to remunerate the employee for those days of sick leave.

7. FAMILY RESPONSIBILITY LEAVE

- 7.1 Family Responsibility Leave will only apply to those employees who have been employed by the Department for longer than four (4) months, and who worked for at least four (4) days a week.
- 7.2 In such event, the employee shall be entitled to three (3) days paid leave at the request of the employee in the circumstances as provided for in the Basic Conditions of Employment Act.
- 7.3 The employer requires reasonable proof of the reasons for such leave prior to the leave being granted.

8. PUBLIC HOLIDAYS

- 8.1 You are entitled to all public holidays in terms of the Public Holidays Act, no. 36 of 1994.

9. CONFIDENTIALITY

- 9.1 During the existence of the employment agreement, the employee shall not, unless it is during the normal course of his/her duties and for the purposes of promoting the interests of the employer, without the written consent of the employer use or make available to any persons any of the confidential information of the employer.

10. DISCIPLINARY CODE AND PROCEDURE

- 10.1 On signature of the contract, the employee acknowledges that his/her employment contract is subject to the Department's Disciplinary and Incapacity Codes and Procedures, copies of which will be handed to the employee on the signature of this agreement or are available to the employee at the workplace. The employee is deemed to have familiarised himself/herself with the contents of such Codes and Procedures.

11. TERMINATION OF EMPLOYMENT

11.1 Notwithstanding the foregoing, the contract of employment may be terminated by either party only on written notice of not less than:

11.1.1 One (1) week, if the employee has been employed for four (4) weeks or less;

11.1.2 Two (2) weeks, if the employee has been employed for more than four (4) weeks but not more than one (1) year;

11.1.3 Four (4) weeks, if the employee has been employed for one (1) year and more.

11.2 Notwithstanding the foregoing, this agreement may be terminated summarily by the employer without compensation or payment in lieu of notice:

11.2.1 If the employee commits a material breach of any of his/her obligations under this contract;

11.2.2 In any circumstances justifying such termination at common law; or

11.2.3 On the grounds of misconduct or incapacity as defined in the Disciplinary and Incapacity Codes.

12. VARIATION

12.1 The employee and the employer agree that no variation of the terms and conditions of this contract of employment shall be of force or effect unless reduced to writing and signed by both parties.

SIGNED at this. day of2001.

AS WITNESSES:

1.

2.

..... signature of the employee who confirms that he/she has read and fully understood and accepted the terms and conditions of the employment as contained in this agreement.

SIGNED at this day of 2001.

AS WITNESSES:

1.

2.

..... signature of employer / for and on behalf of the employer
“.....” who warrants that she/he is duly authorised to represent the
employer.

ANNEXURE F

The Head
Western Cape Education Department
Private Bag 9114
CAPE TOWN
8000

ATTENTION: Ms A. Henriques

TRANSFER PAYMENTS (SUBSIDIES) PAYABLE IN ACCORDANCE WITH
THE PERSONNEL PROVISIONING SCALES FOR NON-EDUCATOR STAFF
AT ORDINARY PUBLIC AND ELSSEN SCHOOLS

It is hereby confirmed that
(name of school) does not accept the function for the appointment of non-
educator staff.

.....
Signature: Principal
Date:

.....
Signature: Chairperson Governing Body
Date:



Wes-Kaap Onderwysdepartement
Western Cape Education Department
iSebe leMfundo leNtshona Koloni

WKOD 043

INKOMSTE EN UITGAWES VIR DIE KWARTAAL WAT EINDIG OP / INCOME AND EXPENDITURE FOR THE QUARTER ENDING

NAAM VAN SKOOL / NAME OF SCHOOL	VERSLAGKWARTAAL CURRENT QUARTER			JAAR TOT OP DATUM YEAR TO DATE			TOTAAL VIR JAAR TOTAL FOR YEAR		
	Werklik/Actual 1	Begroef/Budgeted 2	Verskil/Difference 3 (2 - 1)	Werklik/Actual 4	Begroef/Budgeted 5	Verskil/Difference 6 (5-4)	Werklik/Actual 7	Begroef/Budgeted 8	Verskil/Difference 9 (8-7)
a. Bruto skoolgeld Gross school fees									
b. Kortling op skoolgeld Discounts on school fees									
c. Netto skoolgeld Nett school fees									
d. Staatsboekening State subsidy									
e. Ander inkomstes Other income									
f. Totaal inkomste Total income									
g. Municipale Dienste Municipal Services									
h. Handboeke Text Books									
i. Skryfbehoeftes en ander Stationery and other									
j. Personeeluitgawes : Opvoeders Personnel Expenditure: Educators									
k. Personeeluitgawes : Nie-dosierend Personnel Expenditure: Non-Educators									
l. Personeeluitgawes : OB/117 van 2000 Personnel Expenditure: Cir./117 of 2000									
m. Nie-geskeduleerde Instandhouding Unscheduled Maintenance									
n. Ander uitgawes Other expenses									
o. Totaal uitgawes Total expenses									
p. Saldo per bankstaat Balance per bank statement									
q. Tjeks uitstaande Cheques outstanding									
r. Deposito's uitstaande Deposits outstanding									
s. Ander verskille / Other differences									
t. Saldo per kasboek Balance per cash book									
u. Werkgeversbelastingnr. Employers' Tax No.									

Ek/lons verklaar dat die bogenoemde inligting en berekeninge na my/lons wete korrek is./ I/We declare that the above information and calculations are correct according to my/our knowledge.

PRINSIPAAL
PRINCIPAL

VOORSITTER: BEHEERLIGGAAM
CHAIRPERSON: GOVERNING BODY

DATUM:
DATE:

DATUM:
DATE:

Navrae
Enquiries
IMibuzo
Telefoon
Telephone
IFoni
Faks
Fax
IFeksi
Verwysing
Reference
ISalathiso

ME. A. HENRIQUES

(021) 467-2000

(021) 467-2996

6/1/5/1



Wes-Kaap Onderwysdepartement

Western Cape Education Department

ISEBE leMfundo leNtshona Koloni

OMSENBRIEF 0028/2001

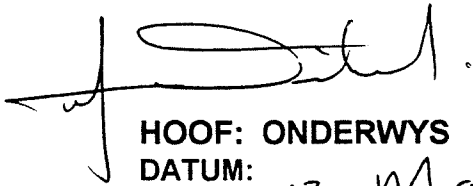
AAN:

HOOFDIREKTEURE, DIREKTEURE, AREA- EN KRINGBESTUURDERS EN PRINSIPALE EN VOORSITTERS VAN BEHEERLIGGAME VAN DIE BETROKKE OPENBARE SKOLE

OORDRAGBETALINGS (SUBSIDIES) BETAALBAAR OOREENKOMSTIG DIE PERSONEELVOORSIENINGSKALE VIR NIE-OPVOEDERPERSONEEL AAN GEWONE OPENBARE EN OLSO-SKOLE

1. U word verwys na Omsendbrief 117/2000 van 3 September 2000 en Omsendbrief 131/99 van 17 November 1999.
2. Gewone openbare skole met 'n inskrywing van minder as 201 leerders, asook OLSO-skole, kwalifiseer vir 'n subsidie vir die indiensneming van nie-opvoederpersoneel. Die subsidie sal betaal word aan kwalifiserende skole mits daar 'n doeltreffende stelsel vir finansiële bestuur en interne kontrole by die skole bestaan soos vereis word deur artikel 38(1)(j) van die Wet op Openbare Finansiële Bestuur, 1999 (Wet 1 van 1999). Bevestiging van behoorlike finansiële bestuur en kontrole is versoek in Omsendbrief 125/2000 van 20 Oktober 2000.
3. Daardie skole wat bevestiging voorgelê het soos in Omsendbrief 125/2000 vereis sal outomaties dié funksie vir die aanstelling van voormelde personeel ingevolge artikel 20(4) en (5) van Suid-Afrikaanse Skolewet, 1996 (Wet 84 van 1996) soos gewysig, kan verrig. Skole wat nie daarin belangstel om die funksie te verrig nie word versoek om die WKOD skriftelik in te lig deur die meegaande bylae F in te vul en te pos aan die Departement vir aandag me. A. Henriques. In laasgenoemde geval sal geen subsidie dus betaal word nie. Indien die funksie aanvaar word, sal die subsidie terugwerkend vanaf 1 September 2000 betaalbaar wees aan skole wat daarvoor kwalifiseer. Daarna sal subsidies elke ses maande (Januarie en Junie) vooruitbetaal word.
4. Betaling sal egter slegs geskied indien kwalifiserende skole die gewysigde vorm WKOD 043 na behore invul en kwartaalliks indien.

5. Hierdie geld is bedoel vir die inkontraktering van dienste of vir die aanstelling van deeltydse of voltydse personeel om die betrokke funksies te verrig. Die geld mag alleen vir ander doeleindes aangewend word indien die beheerliggaam 'n finale besluit tot die effek neem en dit deur die kringbestuurder goedgekeur word.
6. Hierdie betalings word gemaak op voorwaarde dat die Departement die skool se rekords mag ondersoek.
7. Aangeheg is 'n Handleiding vir die Administrasie van Personeeluitgawes deur Skole. Daarin word inligting verskaf rakende personeel wat bykomstig tot die goedgekeurde diensstaat van openbare skole aangestel word. Voorstelle ter verbetering van die handleiding sal op prys gestel word.
8. Die Xhosa vertaling van die handleiding sal mettertyd beskikbaar wees en kan aangevra word van me. A. Henriques, tel.nr. (021) 467-2767.



HOOF: ONDERWYS

DATUM: 13 Maart 2001

HANDLEIDING VIR DIE AANSTELLING VAN PERSONEEL BYKOMSTIG TOT DIE GOEDGEKEURDE DIENSSTAAT VAN OPENBARE SKOLE DEUR BEHEERLIGGAME (BEHEERLIGGAAMPOSTE)

1. DOEL

Hierdie handleiding het ten doel om beheerliggame te ondersteun om 'n stelsel in plek te kry om die administrasie van personeel bykomstig tot die goedgekeurde diensstaat van openbare skole doeltreffend te bestuur.

2. AGTERGROND

2.1 Ingevolge artikel 20(4) en (5) van die Suid-Afrikaanse Skolewet, 1996 (Wet 84 van 1996) soos gewysig, kan beheerliggame van openbare skole opvoeder- en nie-opvoederpersoneel aanstel wat uit die skoolfonds besoldig sal word. Hierdie poste is nie deel van die diensstaat van die Wes-Kaap Onderwysdepartement (WKOD) nie en die skool is dus die werkgever van sodanige personeel. Vir die doeleindes van hierdie handleiding word hierdie poste beheerliggaamposte genoem.

2.2 Ingevolge artikel 3 van die Wet op die Indiensneming van Opvoeders, 1998 (Wet 76 van 1998), word die diensvoorwaardes van opvoeders wat deur skole self aangestel word nie deur die Minister bepaal nie en word dit ook nie in die Raad op Arbeidsverhoudinge in die Onderwys (RAVO) onderhandel nie. So ook word nie-opvoeders se diensvoorwaardes ook nie deur die Staatsdienswet, 1994 (Proklamasie 103 van 1994), bepaal of deur die Algemene Staatsdiensbedingingsraad onderhandel nie. Hulle diensvoorwaardes word deur die Wet op Arbeidsverhoudinge, 1995 (Wet 66 van 1995), en die Wet op Basiese Diensvoorwaardes, 1997 (Wet 75 van 1997), gereguleer.

2.3 Beheerliggame van openbare skole moet daarop let dat waar beheerliggaamposte geskep en gevul word ingevolge artikel 20(4) en (5) van die SA Skolewet, 1996, 'n kontrak tussen die betrokke partye opgestel moet word wat die diensvoorwaardes van die werknemer neerlê.

2.4 Die instelling van, en die aanstelling in, beheerliggaamposte is totaal die verantwoordelikheid van beheerliggame. By die opstel van kontrakte met werknemers, moet beheerliggame dus hulself vergewis van die inhoud van al die betrokke wette wat op sodanige aanstellings/kontrakte van toepassing is, byvoorbeeld:

- (a) die Wet op Inkomstebelasting (LBS-aftrekkings);
- (b) die Werkloosheidversekeringswet (WVF-aftrekkings);
- (c) die Wet op Arbeidsverhoudinge (veral Hoofstukke 7, 8 en 9);
- (d) die Wet op Beroepsgesondheid en Veiligheid en die Wet op Vergoeding vir Beroepsbeserings en – siektes [Besering aan diens (Versekering sal deur die skool self uitgeneem moet word.)];
- (e) die Wet op Basiese Diensvoorwaardes (veral Hoofstukke 4, 5, 6 en 7);
- (f) die Wet op Gelyke Indiensmening ("Employment Equity Act") (veral Hoofstukke 1, 2, 3, 4, 5 en 6); en
- (g) die Vaardigheidsontwikkelingswet (veral Hoofstukke 1, 3, 5 en 6).

- 2.5 Indien skole/beheerliggame nie oor afskrifte van die betrokke wette beskik nie, kan dit van die Staatsdrukkery by die onderstaande adres en telefoonnommer bestel en aangekoop word:

Staatsdrukkery
Pleinstraat 90
KAAPSTAD
8001

Telefoon : (021) 465-7531

- 2.6 Die Staat is nie aanspreeklik vir enige handeling of late by 'n openbare skool wat voortspruit uit sy kontraktuele verantwoordelikheid as werkgewer teenoor die personeel aangestel ingevolge artikel 20(4) en (5) van die SA Skolewet, 1996, nie.
- 2.7 Beheerliggame moet daarop let dat sekere wetlike vereistes nagekom moet word (sien artikel 20(6) van laasgenoemde Wet) en sekere aftrekkings, byvoorbeeld inkomstebelasting, werkloosheidsversekering, fooie, ensovoorts, van die werknemer se loon/salaris verhaal en aan die verskillende owerhede, byvoorbeeld die Ontvanger van Inkomste, Departement van Arbeid, ensovoorts, oorbetaal moet word. Die skool sal ook moet registreer as 'n werkgewer by die betrokke owerhede en derhalwe die voorgeskrewe heffings moet betaal.
3. Die aangehegte bylaes A, B, C, D, E, E1 en E2 is riglyne om beheerliggame te ondersteun met die prosedures wat gevolg moet word met betrekking tot die hantering, berekening en betaling van die vereiste aftrekkings.

**ONTVANGER VAN INKOMSTE
(Werknemersbelasting)**

1. 'n Werkgewer moet werknemersbelasting van werknemers aftrek wat besoldiging op 'n maandelikse basis ontvang. Vir hierdie doel sal beheerliggame 'n kopie van die Riglyne vir Werknemersbelasting (IRP10) van hul naaste kantoor van die Ontvanger van Inkomste moet bekom.
2. Kontak die plaaslike Ontvanger van Inkomste en verkry 'n registrasievorm (IRP101) binne 14 dae nadat die beheerliggaam 'n werkgewer geword het.
3. Die beheerliggaam moet die werknemersbelasting bereken en van die werknemer se maandelikse besoldiging aftrek ooreenkomstig die aftrekkingstabelle.
4. 'n Maandelikse opgawe (IRP201) sal aan die werkgewer gestuur word. Die maandelikse aftrekkings gemaak vir werknemersbelasting moet daarop aangebring word. Hierdie bedrag moet binne 7 dae na die einde van die maand waarin die bedrag afgetrek is, aan die Ontvanger van Inkomste waar die werkgewer geregistreer is, betaal word. Die tjek moet die maandelikse opgawe (IRP201) vergesel. Rente en boetes vir laat betalings sal opgelê word en is betaalbaar deur die beheerliggaam. (Indien betaaldatums geaffekteer word deur naweke of openbare vakansiedae, moet betaling op of voor die voorafgaande werksdag geskied.)

5. Die beheerliggaam moet rekord van die bedrag van besoldiging aantoon wat aan elke werknemer betaal is, asook die bedrag aan werknemersbelasting afgetrek. Afskrifte van die maandelikse opgawebetalings moet ook vir rekorddoeleindes bygehou word.
6. Aan die einde van die belastingperiode 1 Maart tot 28 Februarie moet die beheerliggaam binne die voorgeskrewe periode van 60 dae na 28 Februarie, alle werknemers aan wie besoldiging betaal is en van wie werknemersbelasting afgetrek is, van 'n oorspronklike IRP5-sertifikaat voorsien.
7. Indien, om 'n geldige rede, geen werknemersbelasting van die besoldiging wat aan 'n werknemer betaal is, afgetrek is nie, moet 'n IT3(a)-opgawe aan die werknemer uitgereik word in plaas van 'n IRP5-sertifikaat.
8. Gedrukte IRP5-sertifikate kan skriftelik van die Ontvanger van Inkomste aangevra word.
9. Die werknemersbelasting wat op 'n maandelikse basis gedurende die belastingperiode aan die Ontvanger van Inkomste oorbetaal is, moet gerekonsilieer word met die bedrae wat verskyn op die IRP5-sertifikate wat uitgereik is. Die IRP501-rekonsiliasievorm sal vir hierdie doel deur die Ontvanger aan die beheerliggaam gestuur word.
10. Die IRP501-rekonsiliasievorm moet binne 60 dae na die einde van die belastingjaar aan die Ontvanger van Inkomste gestuur word, tesame met die eerste afskrif van die IRP5- en IT3(a)-sertifikate.
11. Die tweede afskrif van die IRP5- en IT3(a)-sertifikate moet vir 'n periode van 5 jaar vir rekorddoeleindes gehou word tesame met 'n afskrif van die IRP 501-rekonsiliasievorm.

STREEKDIENTERAAD
(Diensteheffings)

1. 'n Maandelikse diensteheffing is betaalbaar deur 'n werkgewer wat personeel besoldig.
2. Die beheerliggaam moet 'n registrasievorm vanaf die betrokke Streekdiensteraad verkry en verseker dat hy as werkgewer geregistreer word.
3. Die betrokke Streekdiensteraad sal 'n maandelikse opgawe aan geregistreerde skole pos. (Beheerliggame moet sorg dra dat hierdie opgawe hulle betyds bereik aangesien die laat ontvangs daarvan gewoonlik lei tot laat betalings, wat kan uitloop op rente wat gehef kan word).
4. Vul die maandelikse opgawe in en meld die bruto maandelikse bedrag wat as besoldiging betaal is aan personeel wat deur die beheerliggaam in diens geneem is.
5. Bereken die persentasie betaalbaar ten opsigte van diensteheffing (gebaseer op die bruto maandelikse besoldiging).
6. Bereken die BTW ("VAT") (14%) betaalbaar op die diensteheffing en tel die BTW by die bedrag betaalbaar.

7. Maak 'n tjek uit vir die totale maandelikse bedrag betaalbaar aan die betrokke Streekdiensteraad.
8. 'n Afskrif van die behoorlik ingevulde maandelikse opgawe moet vir rekorddoeleindes bewaar word.
9. Pos die oorspronklike maandelikse opgawe saam met die tjek aan die betrokke Streekdiensteraad.
10. 'n Amptelike kwitansie wat ontvangs van die betaling erken, sal mettertyd vanaf die betrokke Streekdiensteraad volg en moet vir rekorddoeleindes bewaar word.
11. 'n Register van die maandelikse betalings moet bygehou word.
12. Verdere besonderhede kan vanaf die betrokke Streekdiensteraad verkry word.

DEPARTEMENT VAN ARBEID
(Werkloosheidversekeringsfonds)

1. 'n Werkgewer moet 2% van die werknemer se bruto maandelikse besoldiging bydra tot die Werkloosheidversekeringsfonds om werknemers te verseker teen tydelike werksverlies.
2. Die beheerliggaam moet die Werkloosheidversekeringsfonds kontak en 'n registrasievorm UF1 bekom binne 14 dae na aanstelling van personeel.
3. Bydraes moet bereken word op 'n maandelikse basis teen 'n koers van 2% van alle werknemers se maandelikse salaris. Die beheerliggaam is verantwoordelik vir die volle maandelikse bydrae , maar kan maandeliks 1% van hierdie bedrae van die werknemers se salaris verhaal.
4. 'n UF3-vorm sal teen die einde van elke maand aan elke geregistreerde werkgewer gestuur word. Die UF3-vorm moet binne 10 dae na die einde van die maand behoorlik voltooi word ten opsigte van die bydrae verskuldig en saam met die betaling aan die Werkloosheidversekeringsfonds gestuur word. 'n Boete is betaalbaar deur die beheerliggaam vir versuim om die vorm in te dien en/of vir versuim om die bydrae binne die voorgeskrewe tydperk te betaal.
5. 'n Register moet bygehou word waarin alle aftrekkings van die bydraes vir rekorddoeleindes opgeteken word. Afskrifte van die UF3-vorm moet ook bewaar word.

6. Die beheerliggaam moet vasstel of die persoon aangestel in besit is van 'n UF74- Bydraersverslagkaart ("Bloukaart"). Indien wel, moet die werkgewer die Bydraersverslagkaart versoek, die werkgewer se naam, adres, WVF- verwysingsnommer en die datum waarop die werknemer se dienstydperk begin en voltooi is, op die kaart aanteken en dit op die werknemer se persoonlike lêer plaas.
7. Indien die werknemer nie in besit van 'n UF74-Bydraersverslagkaart is nie, moet aansoekvorm UF85 voltooi en aan die Werkloosheid-versekeringsfonds gestuur word. By ontvangs van die aangevraagde Bydraersverslagkaart moet die prosedure in paragraaf 6 gevolg word.
8. By die beëindiging van 'n werknemer se diensperiode moet die beheerliggaam die UF74-Bydraersverslagkaart behoorlik invul en onderteken voordat dit aan die werknemer oorhandig word.
9. Verdere besonderhede kan vanaf die Werkloosheidversekeringsfonds, Pretoria, 0052, verkry word.

BYLAE D

RIGLYNE MET BETREKKING TOT SALARISVLAKKE

1. Gedurende inligtingstoere wat gehou is oor die implementering van die Personeelvoorsieningskale was daar talryke versoeke vir salarisriglyne vir Administrasieklerke, Klerke, Algemene Voormanne en Algemene Assistentente.
2. Die WKOD besoldig tans hierdie beroepsklasse soos volg en stel hierdie besonderhede as riglyne tot prinsipale se beskikking. U word egter ook aangeraai om addisionele inligting vanaf die privaatsektor te probeer bekom.
 - 2.1 **Administrasieklerk:**

Intreevlak	R27 174-00 per jaar
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 - 2.2 **Algemene Voorman:**

Intreevlak	R31 212-00 per jaar
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 - 2.2 **Algemene Assistent:**

Intreevlak	R24 036-00 per jaar
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BYLAE E

RELEVANTE WETGEWING

Die relevante hoofstukke en afdelings oor personeelvoorsieningspraktyke is as volg:

1. Die Wet op Diensbillikheid, 1998: Hoofstuk 1 tot 6.
 - 1.1 Hierdie Wet het te make met die uitskakeling van en verbodplasing op onregverdigte diskriminasie en ongelykheid in die werkplek deur
 - a) gelyke geleentheid en billike behandeling te bevorder deur die uitskakeling van onbillike diskriminasie.
 - b) positiewe maatreëls te implementeer om billike verteenwoordiging in alle beroepskategorieë en –vlakke in die werkplek te verseker.
2. Die Wet op Basiese Diensvoorwaardes, Wet 75 van 1997: Hoofstuk 4 tot 7.
 - 2.1 Die Wet gee uitvoering aan die reg op billike arbeidspraktyke waarna in Artikel 23(1) van die Grondwet verwys word deur basiese diensvoorwaardes daar te stel en voorsiening te maak vir die regulering daarvan ten einde te voldoen aan die aanbevelings van die Internasionale Arbeidsorganisasie.
 - 2.2 Hierdie Wet het te make met
 - a) 'n groot aantal aspekte van indiensneming en indiensnemingskontrakte.
 - b) die regulering van werktyd en die behandeling van kontrakarbeid.

- c) variasies op die basiese diensvoorwaardes, sowel as die verbod op die indiensneming van kinders en gedwonge arbeid.

3. Die Wet op Arbeidsverhoudinge, Wet 66 van 1965.

3.1 Die vernaamste oogmerke van hierdie Wet is

- a) om uitvoering te gee aan die fundamentele regte toegeken deur Artikel 27 van die Grondwet, en hierdie regte te reguleer.
- b) om uitvoering te gee aan verpligtinge wat die Republiek opgelê is as 'n lidstaat van die Internasionale Arbeidsorganisasie.
- c) om 'n raamwerk te bied waarbinne werknemers en hul vakunies, werknemers en werknemersorganisasies kollektief kan beding oor die bepaling van lone, terme en voorwaardes van indiensneming, en ander sake van gemeenskaplike belang.
- d) om die volgende te bevorder
 - (i) ordelike kollektiewe bedinging
 - (ii) kollektiewe bedinging op sektorale vlak
 - (iii) werknemer-deelname in besluitneming in die werkplek
 - (iv) die doeltreffende oplossing van arbeidsdispute.

3.2 Vir verdere besonderhede in hierdie verband kan u met u Provinsiale Arbeidsdepartement skakel.

4. Die Wet op Vaardigheidsontwikkeling, Wet 97 van 1998: Hoofstuk 1, 3, 5 en 6.

4.1 Die oogmerke van hierdie Wet is, onder andere

- a) om die lewensgehalte van werkers, hul werkvooruitsigte en hul mobiliteit te ontwikkel.
- b) om produktiwiteit in die werkplek en 'n mededingende gees onder werknemers te verhoog.
- c) om selfdiensneming te bevorder.
- d) om maatskaplike dienste te verbeter.
- e) om belegging in onderwys en opleiding in die arbeidsmark te verhoog.
- f) om werkgewers aan te moedig om
 - die werkplek as 'n aktiewe leeromgewing te gebruik.
 - werknemers geleenthede te bied om nuwe vaardighede te verwerf.
 - nuwe toetreders tot die arbeidsmag geleentheid te bied om werkervaring op te doen.
 - persone wat dit moeilik vind om werk te bekom, in diens te neem.
- g) om werkers aan te moedig om aan leer- en opleidingsgeleenthede deel te neem.
- h) om die gehalte van onderwys en opleiding vir en in die werkplek te verseker.
- i) om met die volgende te help
 - werknemers wat werk soek
 - uitdiensgestelde werkers wat weer die arbeidsmark wil betree
 - werkgewers wat op soek is na gekwalifiseerde werknemers.

*** VERTROULIK ***

DIENSKONTRAK

tussen

.....

Naam van werkgewer

van

Adres

.....

.....

.....

.....

en

.....

Naam van werknemer

.....

Identiteitsnommer

van

Adres

.....

.....

.....

.....

(Toepaslik vir aanstellings minder as 6 maande)

Die werkgewer onderneem hiermee om die werknemer in diens te neem in die posisie van (RANG)..... te of te enige ander werksplek soos aangedui deur die werkgewer van tyd tot tyd, op die voorwaardes soos hieronder uiteengesit. Die werknemer sal aangestel word as 'n kontrakwerker ingevolge die voorwaardes van die Staatsdienswet, 1994 (soos gewysig). Die diens sal 'n aanvang neem op die (AANVANGSDATUM – “EFFEKTIEWE DATUM”), afgesien van die datum van ondertekening van hierdie dokument, en sal verstryk op (EINDDATUM).....

1. **PLIGTE**

- 1.1 Die werknemer sal die werkgewer getrou en eerlik dien en geredelike sorg en vaardigheid aan die dag lê in die uitvoering van sy/haar pligte. Die werknemer sal sodanige pligte uitvoer as wat normaalweg van sodanige RANG vereis word asook soos deur die werkgewer aan hom/haar opgedra, afgesien daarvan of sodanige werk binne die omvang val van die besondere posisie waarin hy/sy aangestel is of nie.
- 1.2 Sonder uitsluiting van die veralgemening van bogenoemde, word die werknemer se pligte beskryf in die aanhangsel getiteld Werksverwagtinge.

2. **WERKSURE**

- 2.1 Die normale werksure van die werkgewer sal wees van Maandag tot Vrydag vanaf 07h30 tot 16h00 met 'n etensuur van dertig (30) minute vanaf 12h30 tot 13h00.

3. **SALARIS**

- 3.1 Die maandelikse bruto salaris van die werknemer sal R..... wees, maandeliks betaalbaar, terugwerkend op die laaste dag van elke maand.
- 3.2 Die volgende aftrekkings sal gemaak word:
 - 3.2.1 Lopende Betaalstelsel (LBS);
 - 3.2.2 Staatsdiens Sentrale Bedingingsraad (SSB).

- 3.3 Alle ander aftrekkings, òf volgens geskrewe ooreenkoms met die werkgewer òf soos toegelaat deur die wet, gesamentlike ooreenkoms, hofbevel of arbitrasietoekenning, sal plaasvind onderhewig aan die bepalings van die Wet op Basiese Diensvoorwaardes.

4. **VOORDELE**

- 4.1 Die werknemer sal nie geregtig wees op enige diensvoordele wat normaalweg aan permanente staatsdienspersoneel toegeken word, nie, tensy spesiaal daarvoor voorsiening gemaak is in hierdie ooreenkoms.

5. **JAARLIKSE VERLOF**

- 5.1 Die werknemer sal geregtig wees op een (1) dag jaarlikse verlof met volle vergoeding vir elke sewentien (17) dae gewerk. Verlof sal toegestaan word en moet geneem word op tye wat vir die werkgewer aanvaarbaar is.
- 5.2 Daar moet om verlof aansoek gedoen word op die behoorlike aansoekvorm en dit moet goedgekeur word deur die Direkteur: Personeelbestuur of 'n behoorlik gemagtigde persoon.
- 5.3 Ingevolge die Wet op Basiese Diensvoorwaardes sal verlof nie opgebou kan word verby die jaarlikse verlofsiklus nie.

6. **SIEKTEVERLOF**

- 6.1 Die werknemer sal vanaf diensaanvaarding, gedurende die eerste ses (6) maande van diens, geregtig wees op een (1) dag siekteverlof met betaling na elke ses-en-twintig (26) dae gewerk.
- 6.2 Ingeval die werknemer van werk afwesig is vir meer as twee (2) agtereenvolgende dae of op meer as twee (2) geleenthede gedurende 'n periode van agt (8) weke, en indien die werknemer, ten spyte van die werkgewer se versoek, in gebreke bly om 'n mediese sertifikaat van 'n gekwalifiseerde mediese praktisyn voor te lê, sal die werkgewer nie verplig wees om die werknemer vir daardie dae van siekteverlof te vergoed nie.

7. OPENBARE VAKANSIEDAE

- 7.1 Die werknemer is geregtig op vakansie op alle openbare vakansiedae ingevolge die Wet op Openbare Vakansiedae, no 36 van 1994.

8. VERTROULIKHEID

- 8.1 Solank as wat die diensooreenkoms bestaan sal die werknemer nie, tensy dit in die normale gang van sy/haar pligte val en geskied met die doel om die belange van die werkgever gebruik maak van, of tot die beskiking van enige persoon stel, enige vertroulike inligting van die werkgever nie.

9. DISSIPLINÊRE KODE EN PROSEDURE

- 9.1 Met die ondertekening van die kontrak erken die werknemer dat sy/haar dienskontrak onderworpe is aan die Departement se Dissiplinêre en Onbevoegdheidskodes en Prosedures. Afskrifte hiervan sal aan die werknemer oorhandig word na die ondertekening van hierdie ooreenkoms, of sal beskikbaar gestel word by die werkplek. Daar sal van die werkgever verwag word om homself/haarself op die hoogte te bring van die inhoud van sodanige Kodes en Prosedures.

10. DIENSBEËINDIGING

- 10.1 Nieteenstaande die voorafgaande, mag die dienskontrak beëindig word deur enige van die twee partye, maar slegs met geskrewe kennisgewing van nie minder as:
- 10.1.1 Een (1) week, indien die werknemer vir vier (4) weke of minder aangestel is;
- 10.1.2 Twee (2) weke, indien die werknemer vir meer as vier (4) weke maar nie langer as een (1) jaar aangestel is;
- 10.1.3 Vier (4) weke, indien die werknemer vir een (1) jaar en langer aangestel is.
- 10.2 Nieteenstaande die voorafgaande, mag hierdie ooreenkoms summier deur die werknemer beëindig word, in plaas van met kennisgewing, sonder kompensasie of betaling:
- 10.2.1 Indien die werknemer skuldig is aan 'n ernstige versuim van enige van die verpligtinge volgens hierdie ooreenkoms;

10.2.2 Onder alle omstandighede wat sodanige beëindiging ingevolge gemenereg regverdig, of

10.2.3 Op grond van wangedrag of onbevoegdheid soos gedefinieer in die Dissiplinêre en Onbevoegdheidskodes.

11. AFWYKINGS

11.1 Die werknemer en die werkgever stem saam dat geen afwykings van die bepalings en voorwaardes van hierdie dienskontrak van krag sal wees nie tensy dit op skrif gestel is en deur twee partye onderteken is.

GETEKEN teop hierdie..... dag van 2001.

AS GETUIES:

1.

2.

....., handtekening van die werknemer, wat bevestig dat hy/sy die terme en voorwaardes van die diens soos in hierdie ooreenkoms beskryf gelees het, en dit ten volle verstaan en aanvaar.

AS GETUIES:

1.

2.

.....handtekening van werkgever / vir en namens die “.....”
wat bevestig dat hy/sy behoorlike gemagtig is om die werkgever te verteenwoordig.

*** VERTROULIK ***

DIENSKONTRAK

tussen

.....
Naam van werkgewer

van

Adres

.....
.....
.....
.....

en

.....
Naam van werknemer

.....
Identiteitsnommer

van

Adres

.....
.....
.....
.....

(Toepaslik vir aanstellings van 6 maande en meer)

Die werkgewer ondemeem hiermee om die werknemer in diens te neem in die posisie van (RANG)..... te of te enige ander werksplek soos aangedui deur die werkgewer van tyd tot tyd, op die voorwaardes soos hieronder uiteengesit. Die werknemer sal aangestel word as 'n kontrakwerker ingevolge die voorwaardes van die Staatsdienswet, 1994 (soos gewysig). Die diens sal 'n aanvang neem op die (AANVANGSDATUM – "EFFEKTIEWE DATUM"), afgesien van die datum van ondertekening van hierdie dokument, en sal verstryk op (EINDDATUM).....

1. PLIGTE

- 1.1 Die werknemer sal die werkgewer getrou en eerlik dien en geredelike sorg en vaardigheid aan die dag lê in die uitvoering van sy/haar pligte. Die werknemer sal sodanige pligte uitvoer as wat normaalweg van sodanige RANG vereis word asook soos deur die werkgewer aan hom/haar opgedra, afgesien daarvan of sodanige werk binne die omvang val van die besondere posisie waarin hy/sy aangestel is of nie.
- 1.2 Sonder uitsluiting van die veralgemening van bogenoemde, word die werknemer se pligte beskryf in die aanhangsel getiteld Werksverwagtinge.

2. WERKSURE

- 2.1 Die normale werksure van die werknemer sal veertig (40) uur per week wees met 'n etensuur van dertig (30) minute per dag.

3. SALARIS

- 3.1 Die maandelikse bruto salaris van die werknemer sal R..... wees, maandeliks betaalbaar, terugwerkend op die laaste dag van elke maand.
- 3.2 Die volgende aftrekkings sal gemaak word:
- 3.2.1 Lopende Betaalstelsel (LBS);
- 3.2.2 Staatsdiens Sentrale Bedingingsraad (SSB).

- 3.3 Alle ander aftrekkings, òf volgens geskrewe ooreenkoms met die werkgewer òf soos toegelaat deur die wet, gesamentlike ooreenkoms, hofbevel of arbitrasietoekenning, sal plaasvind onderhewig aan die bepalings van die Wet op Basiese Diensvoorwaardes.

4. VOORDELE

- 4.1 Die werknemer sal nie geregtig wees op enige diensvoordele wat normaalweg aan permanente staatsdienspersoneel toegeken word nie, tensy spesiaal daarvoor voorsiening gemaak is in hierdie ooreenkoms.

5. JAARLIKSE VERLOF

- 5.1 Die werknemer sal geregtig wees op een (1) dag jaarlikse verlof met volle vergoeding vir elke sewentien (17) dae gewerk. Verlof sal toegestaan word en moet geneem word op tye wat vir die werkgewer aanvaarbaar is.
- 5.2 Daar moet om verlof aansoek gedoen word op die behoorlike aansoekvorm en dit moet goedgekeur word deur die Direkteur: Personeelbestuur of 'n behoorlik gemagtigde persoon.
- 5.3 Ingevolge die Wet op Basiese Diensvoorwaardes sal verlof nie opgebou kan word verby die jaarlikse verlofsiklus nie.

6. SIEKTEVERLOF

- 6.1 Die werknemer sal vanaf diensaanvaarding, gedurende die eerste ses (6) maande van diens, geregtig wees op een (1) dag siekteverlof met betaling na elke ses-en-twintig (26) dae gewerk.
- 6.2 Ingeval die werknemer van werk afwesig is vir meer as twee (2) agtereenvolgende dae of op meer as twee (2) geleenthede gedurende 'n periode van agt (8) weke, en indien die werknemer, ten spyte van die werkgewer se versoek, in gebreke bly om 'n mediese sertifikaat van 'n gekwalifiseerde mediese praktisyn voor te lê, sal die werkgewer nie verplig wees om die werknemer vir daardie dae van siekteverlof te vergoed nie.

7. FAMILIEVERANTWOORDELIKHEIDSVERLOF

- 7.1 Familieverantwoordelikeheidsverlof sal net van toepassing wees op daardie werknemers wat vir langer as vier (4) maande in diens van die Departement was en vir ten minste vier (4) dae per week gewerk het.
- 7.2 In so 'n geval sal die werknemer geregtig wees op drie (3) dae betaalde verlof op versoek van die werknemer onder die omstandighede waarvoor voorsiening gemaak word in die Wet op Basiese Diensvoorwaardes.
- 7.3 Die werkgever benodig redelike bewys van die redes vir sodanige verlof voordat dit toegeken kan word.

8. OPENBARE VAKANSIEDAE

- 8.1 Die werknemer is geregtig op vakansie op alle openbare vakansiedae ingevolge die Wet op Openbare Vakansiedae, no 36 van 1994.

9. VERTROULIKHEID

- 9.1 Solank as wat die diensooreenkoms bestaan sal die werknemer nie, tensy dit in die normale gang van sy/haar pligte val en geskied met die doel om die belange van die werkgever gebruik maak van, of tot die beskiking van enige persoon stel, enige vertroulike inligting van die werkgever nie.

10. DISSIPLINêRE KODE EN PROSEDURE

- 10.1 Met die ondertekening van die kontrak erken die werknemer dat sy/haar dienskontrak onderworpe is aan die Departement se Dissiplinêre en Onbevoegdheidskodes en Prosedures. Afskrifte hiervan sal aan die werknemer oorhandig word na die ondertekening van hierdie ooreenkoms, of sal beskikbaar gestel word by die werkplek. Daar sal van die werkgever verwag word om homself/haarself op die hoogte te bring van die inhoud van sodanige Kodes en Prosedures.

11. DIENSBEËINDIGING

11.1 Nieteenstaande die voorafgaande, mag die dienskontrak beëindig word deur enige van die twee partye, maar slegs met geskrewe kennisgewing van nie minder as:

11.1.1 Een (1) week, indien die werknemer vir vier (4) weke of minder aangestel is;

11.1.2 Twee (2) weke, indien die werknemer vir meer as vier (4) weke maar nie langer as een (1) jaar aangestel is;

11.1.3 Vier (4) weke, indien die werknemer vir een (1) jaar en langer aangestel is.

11.2 Nieteenstaande die voorafgaande, mag hierdie ooreenkoms summier deur die werknemer beëindig word, in plaas van met kennisgewing, sonder kompensasie of betaling:

11.2.1 Indien die werknemer skuldig is aan 'n ernstige versuim van enige van die verpligtinge volgens hierdie ooreenkoms;

11.2.2 Onder alle omstandighede wat sodanige beëindiging ingevolge gemenereg regverdig, of

11.2.3 Op grond van wangedrag of onbevoegdheid soos gedefinieer in die Disziplinêre en Onbevoegdheidskodes.

12. AFWYKINGS

12.1 Die werknemer en die werkgever stem saam dat geen afwykings van die bepalings en voorwaardes van hierdie dienskontrak van krag sal wees nie tensy dit op skrif gestel is en deur twee partye onderteken is.

GETEKEN teop hierdie..... dag van 2001.

AS GETUIES:

1.

2.

....., handtekening van die werknemer, wat bevestig dat hy/sy die terme en voorwaardes van die diens soos in hierdie ooreenkoms beskryf gelees het, en dit ten volle verstaan en aanvaar.

AS GETUIES:

1.

2.

.....handtekening van werkgewer / vir en namens die “.....”

wat bevestig dat hy/sy behoorlike gemagtig is om die werkgewer te verteenwoordig.

Die Hoof
Wes-Kaap Onderwysdepartement
Privaatsak 9114
KAAPSTAD
8000

AANDAG: Me. A. Henriques

OORDRAGSBETALINGS (SUBSIDIES) BETAALBAAR OOREENKOMSTIG DIE
PERSENEELVOORSIENINGSKALE VIR NIE-OPVOEDERPERSENEEL AAN
GEWONE OPENBARE EN OLSO-SKOLE

Hiermee word bevestig dat
(naam van skool) nie die funksie vir die aanstelling van nie-opvoederpersoneel
by die skool aanvaar nie.

.....

Handtekening: Prinsipaal
Datum:

.....

Handtekening: Voorsitter Beheerliggaam
Datum:



Wes-Kaap Onderwysdepartement
Western Cape Education Department
iSebe leMfundo leNtshona Koloni

WKOD 043

INKOMSTE EN UITGAWES VIR DIE KWARTAAL WAT EINDIG OP / INCOME AND EXPENDITURE FOR THE QUARTER ENDING

NAAM VAN SKOOL / NAME OF SCHOOL	VERSLAGKWARTAAL CURRENT QUARTER			JAAR TOT OP DATUM YEAR TO DATE			TOTAAL VIR JAAR TOTAL FOR YEAR		
	Werklik/Actual 1	Begroef/Budgeted 2	Verskil/Difference 3 (2 - 1)	Werklik/Actual 4	Begroef/Budgeted 5	Verskil/Difference 6 (5-4)	Werklik/Actual 7	Begroef/Budgeted 8	Verskil/Difference 9 (8-7)
a. Bruto skoolgeld Gross school fees									
b. Kortling op skoolgeld Discounts on school fees									
c. Netto skoolgeld Nett school fees									
d. Staatsboekening State subsidy									
e. Ander inkomstes Other income									
f. Totaal inkomste Total income									
g. Municipale Dienste Municipal Services									
h. Handboeke Text Books									
i. Skryfbehoeftes en ander Stationery and other									
j. Personeeluitgawes : Opvoeders Personnel Expenditure: Educators									
k. Personeeluitgawes : Nie-dosierend Personnel Expenditure: Non-Educators									
l. Personeeluitgawes : OB/117 van 2000 Personnel Expenditure: Cir./117 of 2000									
m. Nie-geskeduleerde Instandhouding Unscheduled Maintenance									
n. Ander uitgawes Other expenses									
o. Totaal uitgawes Total expenses									
p. Saldo per bankstaat Balance per bank statement									
q. Tjeks uitstaande Cheques outstanding									
r. Deposito's uitstaande Deposits outstanding									
s. Ander verskille / Other differences									
t. Saldo per kasboek Balance per cash book									
u. Werkgeversbelastingnr. Employers' Tax No.									

Ek/lons verklaar dat die bogenoemde inligting en berekeninge na my/lons wete korrek is./ I/We declare that the above information and calculations are correct according to my/our knowledge.

PRINSIPAAL
PRINCIPAL

VOORSITTER: BEHEERLIGGAAM
CHAIRPERSON: GOVERNING BODY

DATUM:
DATE:

DATUM:
DATE: