

This t, _ ILJ ire was answered by 73 Fine Art
students an? 48 urapth fesjgn students.
1 Te: kale 6E thale 53
3 Age 3.1. 18 and under: 37
3.2. 19-31: 50
7 ? 7a-?5 70
2.4. 26 and over; 9
3. HOW did you find out about the Art Foundation?
3.1. I saw an ad in the Star newspaper: 31
3.2. I saw an ad in Die Beeld newspaper: 1
3.3. I suw the TV programme on 518C TV: 5
3.4. I was told of the Foundation by
3 past Fbundatlon student: 31
3.5. I was sent by the Wits Technikon: 10
3.6. I was sent by a previous teacher: 11
3.7. Some other means. If so how?
Goodman Gallery PURE. Jhb Art Gallery. AD Agency. Aft
Diary. Friends
4. Prevzous art training:
ane:35
art at school: 27
art at tertiary level: 32
art with private teacher: 11
. no art at school: 23
5. My objective in studying at the Fbundation is:
5.1. Tb become an artist: 30
5.2. Tw become a graphic designer: 74
5.3. Tb gain entry to another collegehinstitutjon
offering arthdesign courses: 30
5.4. Other. If so What? Industrial design
animation. DTP.
design
. film
fashion

6. I plan to spend the following number of years at the Art Foundation:

- 6.1. 1 year: 64
- 6.2. 2 years: 40
- 6.3. 3 years or more: 10

7. 7.1. I support myself financially: 14

- 7.2. Partial support from parents: 33
- 7.3. My parents suppdrt me: 64
- 7.4. I have received a bursary: 24

8. SEC. 8.1. I am interested in serving on an SRC: 27

- 8.2. I don't know what an SPC does: 8

9. Newsletter.

- 9.1. I would be interested in writing articles for the CWlJege newsletter: 17 '
- 9.2. I would be interested in producing artwork for the college newsletter: 39

10. Community Outreach.

I would be interested in attending workshops at art centres in the townships: 63

11. I would be interested in attending the following special courses:

- 11.1.Papermaking: 17
- 11.2.Ceramics: 21
- 11.3.Sculpture: 28
- 11.4.Illustration: 73
- 11.5.Theatre design: 39
- 11:6.Computer graphics: 73
- 11.7.Airbrush: 78
- 11.8.Poetrywcreative writing: 15

Other: photography. body painting. caricature. jewellery design. architecture. model-building.

12. I have a parttime job: 46

13. I get to College in the following way.

- 15.1. Taxi: 12
- 15.2. Bus: 38
- 15.3. My parents drop me: 21
- 15.4. I come in a lift club: 16
- 15.5. I come in my own car: 29
- 15.6. I walk: 2
- 15.7. Other. if so how: cycle:2 motorcycle: 1

COMMUNITY BASED EDUCATIONAL PROGRAMME TRUST
GRIEVANCE PROCEDURE

1. DEFINITION

A grievance is any dissatisfaction or feeling of injustice in connection with a staff member's work and employment situation that is brought to the attention of the staff member's co-ordinator / the programme co-ordinator/ or the management committee. (a ms #2 W 0/ 0/9.)

2. PREAMBLE

2.1. Should any grievance arise from the member; of the staff, the grievance procedure herein set out shall be followed in order to resolve it.

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. the intention is that disagreements and grievances shall be resolved at the earliest stage as possible and as near the point of origin as possible.

3. PRINCIPLES

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4.1. The programme recognises the right of an employee: & to communicate his/her feelings and grievances freely to the co-ordinators/ and the management committee by means of the appropriate procedure.

& to be protected from prejudice and victimisation when expressing his/her grievance & to raise his/her grievance at any stage of the procedure.

There shall be no record in the employee's personnel file that he has expressed a grievance or any procedures or actions related to the expression of a grievance.

The grievance procedure will be communicated to all members of the staff in writing.

4. The ultimate responsibility and authority for resolving grievances lies with the management committee. (C3H519C\$am%)

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3.6. Salary ranges and conditions 0% service are not matters that fall within the scope of the grievance procedure but an employee shall be entitled to raise his/her individual position.

3.7. Dissatisfaction arising from disciplinary action shall be resolved by way of appeal as set out in the disciplinary procedure.

3.8. This document supersedes all previous agreements and is binding to all staff members.

4. PROCEDURE

4.1 An employee who wishes to raise any issue affecting him/her must first raise the issue with the co-ordinator in her department/section. If the co-ordinator finds the issue to be a grievance s/he shall attempt to resolve the grievance within five working days. The employee is free to express his grievance in a written form.

4.2. If the co-ordinator concerned does not resolve the grievance to the satisfaction of the employee within 5 working days, a written report will be submitted to the programme co-ordinator, and if necessary, to the chairperson of the management committee. The report, to be written by the aggrieved staff member and signed by him/her and the section's co-ordinator, should clearly set out the following information:-

the grievance

the section's co-ordinator's reaction;

the proposed solution

the reason for the aggrieved staff

member's rejection of the solution or

continued grievance

4.3. The programme co-ordinator will convene a special meeting between the section's co-ordinator, and the aggrieved member, if necessary, and try to resolve the matter.

4.4. If the grievance is not resolved within 10 working days following the above-mentioned special meeting, then the programme co-ordinator will arrange for a special steering committee meeting to resolve the matter.

4.5. The Programme co-ordinator will submit an additional report to this steering committee meeting which will include the following information:-

e the staff member report
& the views of the section, the co-ordinator and programme co-ordinator's views
e the reasons for the staff members rejection of these views.

4.6. Should the matter remain unresolved after the steering committee meeting, the Programme co-ordinator will then submit the reports to the chairperson of the management committee who will convene a meeting to resolve the issue. The report should also include the views/attempts of the steering committee in resolving the matter.

4.7. If the co-ordinator of the employee's section 1; the cause of the complaint, 3 written complaints should be lodged with the programme co-ordinator who will facilitate a meeting of the parties involved.

4.8. If the programme coordinator and /or the management committee member is the cause of the complaint, the employee will notify the co-ordinator of his/her section and the procedure outlined above will follow.

4.9. If, after the ruling of the management committee the grievance is still not resolved, the matter will be taken to the Trust for final decision.

5. ROLES OF PARTICIPANTS IN THE GRIEVANCE PROCEDURE.

1. THE EMPLOYEE

1.1. shall notify his/her co-ordinator within five working days of the incident/event.

1.2- if the grievance has not been resolved by the co-ordinator, can take it to the programme co-ordinator.

5.3. shall express his/her grievance in an acceptable manner (not through gossiping, threats, disruptive actions at:).

5.4. shall answer all questions which need further clarification and shall be free to call witnesses if the need arises.

5.5. shall notify the management committee if s/he wishes to appeal to the trust-

5.2.1. shall listen to the complaint

5.2.2. ask her/him the settlement she desires

5.2.3. ask questions for clarification of the complaint (n.b. distinguish facts from opinions and make note of relevant facts.)

5.2.4. where appropriate, obtain additional information from witnesses.

5.2.5. advise the employee where necessary.

5.2.6. accompany the employee to the programme co-ordinator to discuss the matter if the employee so desires.

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5.2.7. give the programme co-ordinator/steering committee the report on attempt to resolve the issue-

3. THE PROGRAMME CO-ORDINATOR AND /OR STEERING COMMITTEE/

5.3.1. shall monitor that the grievance procedure is adhered to at all times.

5.2. ascertain the nature of the grievance.

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5.3.3. investigate further, clarifying facts from opinions.

5.3.4- decide on action to be taken to attempt to resolve the grievance and communicate to the employee, in the presence of the section's coordinator and the employee so desired.

5.3.5.14 if the grievance is not resolved, arrange a meeting of the grievance committee.

5.3.6. distribute copies of the grievance to the members of the committee at least two days before the meeting.

- 7. advise the steering committee on the course of action taken and how to resolve the grievance.

5.3.8. If the matter is unresolved, consult the chairperson of the management committee with all reports and distribute copies of the grievance to other members of the management committee.

5.3.9. analyse the management committee ruling and take action to prevent similar occurrences.

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5.4. The appeal shall be presided over either by the chairperson of the trust or his nominee.

6.DISSMISSAL

A decision to dismiss a staff member shall be taken only as a last resort and only when corrective measures have failed or would be inappropriate in the particular circumstances.

7. DISCIPLINARY OFFENCES

The following list of behaviour is not comprehensive and is published solely as guidelines in terms of this procedure. The list provides examples of breaches of staff member's contract of employment which MAY constitute disciplinary conduct.

The schedule indicates the appropriate level of disciplinary action which would follow upon an allegation of such behaviour.

It should be remembered that the programme will not act rigidly under normal circumstances but only in cases where a staff member shows indifference to the warnings to correct his/her behaviour. It is hoped that the employees will at all times avoid institution of any of these disciplinary actions.
(Schedule of offence is attached).

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SCHEDULE OF OFFENCES.

rm:

Unauthorised removal of 98:? property
written warning , disciplinary enquiry.

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Damage to iii? property
written warning , disciplinary enquiry
Fighting, abusive language
written warning , disciplinary enquiry.

Assault

disciplinary enquiry

Unauthorised absence from work

verbal warnings , written warning , disciplinary
enquiry.

insurbordination

written warning , disciplinary enquiry.

lateness for work and meetings

verbal warnings, written warning , disciplinary
enquiry.

unsatisfactory performancre of duties

verbal warnings, written warning, disciplinary enquiry.

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DISCIPLINARY PROCEDURE

PREAMBLE

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It is the objective of the Git? to operate a disciplinary procedure which is fair and just in that this is in the mutual interest of the programme and its staff.

This Disciplinary Procedure is intended to promote the smooth and co-operative functioning of the eIIPTFThe Disciplinary procedure aims to minimise conflict within the organisation and to protect the interests of both the staff member and theJVbIIP. This procedure is to provide guidelines to the management committee of the CBEP where there is a serious concern about the behaviour or performance of staff member/s.

The purpose of any disciplinary action taken will be to correct wherever possible rather than to punish a staff member whose behaviour or performance is unacceptable.

1.THE PROGRAMME RECOGNISES THE RIGHT OF EVERY EMPLOYEE

1.1. to be made aware of the duties, performance and behaviour expected of her/him

1.2. to have the contents of the current disciplinary procedures communicated to him/her in writing.

1.3. to ask questions for clarification without fear of victimisation.

1.4. subject to the provision of paragraph 1.2.hereof, the principle that " ignorance of the disciplinary code is no excuse" shall apply.

2.PRINCIPLES.

2.1. This disciplinary procedure applies to all the staff members irrespective of whether temporary /tull-time.

2.2. The maintenance of discipline is the function of the management committee representatives.

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2.3.

2.4

If the employee's behaviour/actions are of a serious nature in the opinion of the steering committee, a management committee may be convened without a written warning having been issued.

In exceptional cases, the management committee may decide to suspend the employee on full pay pending the finalization of the investigations.

.This disciplinary procedure allows for four levels of disciplinary action, viz.

verbal warning

t second verbal warning

i written warning

t disciplinary enquiry.

3.PROCEDURE

3.1

3.2.

3.3.

3.4.

3.5.

Whenever a staff member performs any act which transgresses the standards and rules of the CBEP or i 'n breach of any agreement between him/her and or fails to perform his/her duties satisfactorily, then such a member shall be liable for disciplinary action taken by the allruvnP

If the staff member's behaviour continues to be unsatisfactory after two verbal warnings, the co-ordinator will then write down a report, giving account of the incidents which he/she will give to the employee to read.

if the employee agrees with the report s/he will sign it but if not s/he can refuse to sign but write his/her own version of events.

The report(s) will be taken to the Management committee representative or/and Programme co-ordinator who will interview the employee in the presence of the co-ordinator il s/he so wishes.

The above will determine the seriousness of the behaviour and above all, its consequences in the smooth functioning of the programme.

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3.6. The Management committee representative may then decide that

e no disciplinary action be taken
i a further written warning be issued.
t matter be referred to the management committee.

3.7 If decision is taken that no disciplinary action is taken, no copy or the reports will be in the employees's personal file.

4.0 DISCIPLINARY ENQUIRY

A disciplinary enquiry may be instituted where behaviour or performance of a staff member has not been successfully modified or improved as a result of previous verbal or written warnings given, or the transgression concerned is regarded to be of such a nature that the issuing of a verbal or written warning would be too lenient a disciplinary action (e.g. in cases of assault/murder).

The purpose of the disciplinary enquiry shall be:-

4.1. To hear all relevant evidence concerning the alleged breach of conduct.

4.2. To reach a just and balanced verdict.

4.3 To obtain a clear picture of the staff member's disciplinary history from his/her personal file, and once verdict has been reached :-

- To attempt to get the staff member to accept the responsibility for improving or rectifying his/her unacceptable behaviour or poor performance.

- To evaluate whether any actions by other parties could have contributed to the incorrect behaviour or whether any actions by other parties could prevent reoccurrence of the incorrect behaviour.

4.4. The disciplinary enquiry shall be chaired by the Chairperson of the management committee or his nominee.

4.5. The chairperson shall notify all persons who are required to be present or the time and date of the proposed enquiry. S/He can seek expert advice outside the programme.

4.6. Where any person is unable to attend the disciplinary enquiry, s/he shall submit the reasons for non-attendance in writing.

- 4.
- 5.
- 5.
- 7
- 1.
- 2.

A staff member shall have the right to be assisted by another staff member or his/her choice.

A staff member shall have the right to be present while witnesses give evidence and shall have the right to ask questions of all witnesses

A staff member shall have the right to study all documents handed in as evidence at the disciplinary enquiry.

. Whether or not the staff member admits or denies the alleged breach of contract, s/he may enter a plea for leniency or mitigation before the closing of the disciplinary enquiry.

On completion of the leading of all evidence, and .after also reaching the verdict but before deciding on appropriate disciplinary action, s/he may refer to the staff member's personal file to obtain a clear picture of the staff member's disciplinary history.

On reaching a final decision the chairperson .shall make known to the staff member the decision and penalty(where applicable) as well as his/her reasons for having reached such decisions.

The decisions could be one of the following :-

i No disciplinary action.

a verbal warning

a a written warning

t a final written warning as a result of this disciplinary enquiry.

i dismissal of the staff member

s demotion , suspension, or transfer within the programme.

. APPEAL

A staff member has the right to appeal against any disciplinary action.

An appeal can be made to the Trust within seven working days from the date of enquiry judgement or otherwise the right to appeal will lapse.

The appeal shall be in the form of a rehearing of all evidence. Additional evidence may also be presented.

JMH/me/agrs/m

920306(1d)

DRAFT LETTER

by Johannesburg Art Foundation to its full-time teaching staff

Dear Sir

YOUR EMPLOYMENT WITH THE JOHANNESBURG ART FOUNDATION

("the Foundation")

1.

The director of the Foundation is pleased to announce/confirm your appointment with the Foundation with effect from

Your employment shall continue for an indefinite period subject to the right of either you or us to terminate such employment on

calendar months' written notice to the other at any time.

Your position with the Foundation is that of

In such capacity you will be required to perform all your duties in accordance with the reasonable and lawful directions given to you by the directors of the Foundation. The directors shall determine the nature of your duties and the working hours within which you are required to carry out these duties. Your duties will, however, include the following:

See attached job description.

9203mm)

4. As regards your salary, the Foundation shall pay you a gross salary of R per month in arrear. Such salary shall be subject to review annually.

5. As a full-time employee of the Foundation you are entitled to a maximum of 10 working days study leave each year, which is to be taken at such time or times as may be decided in consultation with the director of the Foundation. This leave may not be accumulated into the next year. You are also entitled to sick leave which shall not exceed 15 days each year. As a full-time teacher you are required to teach for 38 weeks of the year. Your timetable will vary in discussion with the Director.

6. Notwithstanding anything herein contained your employment by and with the Foundation is always on the very clear understanding that such continued employment is entirely dependent upon the Foundations economic resources, such resources as you are aware are entirely outside the control of the director and/or the Council or any of the members of the Foundation but on the other hand are to a certain extent dependent upon the contribution that you make towards the Foundation. Under the circumstances you understand and acknowledge that if the financial position of the Foundation and/or your contribution towards the Foundation as perceived in the discretion of the Council at any time so warrants, your employment, notwithstanding the provisions of 2 above, may have to be terminated upon shorter notice than therein provided.

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7. The Foundation regards the confidentiality of information of its activities which will come to your knowledge during the currency of your employment or at any other time as important. Accordingly, you are required during the period of your employment with the Foundation or at any time after the termination of such employment not to divulge or disclose to any person any technical or financial information, know-how or other confidential information of the Foundation including any information concerning its business or its affairs or any of its dealings or transactions or affairs or details of any of its internal workings or activities.

8. In order to protect the reputation and standing of the Foundation you will not during the period of your employment with the Foundation or at any time after the termination of your employment, publish or make any statements of any nature concerning the internal workings or activities of the Foundation or concerning the Foundation's staff or members of Council or any decisions or activities of the Council other than strictly in the course of your duties and save as has been approved by the Council.

Yours faithfully

THE JOHANNESBURG ART FOUNDATION
(Director)

JMH/me/agra/H

920306(1d)

DRAFT LETTER

by Johannesburg Art Foundation to its administrative employees

Dear Sir

YOUR EMPLOYMENT WITH THE JOHANNESBURG ART FOUNDATION

("the Foundation")

1. The director of the Foundation is pleased to announce/confirm your appointment with the Foundation with effect from
2. Your employment shall continue for an indefinite period subject to the right of either you or us to terminate such employment on calendar months' written notice to the other at any time.
3. Your position with the Foundation is that of

.
In such capacity you will be required to perform all your duties in accordance with the reasonable and lawful directions given to you by the directors of the Foundation. The directors shall determine the nature of your duties and the working hours within which you are required to carry out these duties. Your duties will, however, include the following:

See attached job description.

920306(1d)

As regards your salary, the Foundation shall pay you a gross salary of R per month in arrears. Such salary shall be subject to review annually.

As an employee of the Foundation you are entitled to a maximum of 15 working days leave each year which is to be taken at such time or times as may be decided in consultation with the director of the Foundation. Furthermore, you are entitled to choose whether you would prefer to accumulate your leave or not. In the event that you choose not to take any leave, you are entitled to be paid in respect thereof. You are also entitled to sick leave which shall not exceed 15 days each year.

Notwithstanding anything herein contained your employment by and with the Foundation is always on the very clear understanding that such continued employment is entirely dependent upon the Foundations economic resources, such resources as you are aware are entirely outside the control of the director and/or the Council or any of the members of the Foundation but on the other hand are to a certain extent dependent upon the contribution that you make towards the Foundation. Under the circumstances you understand and acknowledge that if the financial position of the Foundation and/or your contribution towards the Foundation as perceived in the discretion of the Council at any time so warrants, your employment, notwithstanding the provisions of 2 above, may have to be terminated upon shorter notice than therein provided.

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7. The Foundation regards the confidentiality of information of its activities which will come to your knowledge during the currency of your employment or at any other time as important. Accordingly, you are required during the period of your employment with the Foundation or at any time after the termination of such employment not to divulge or disclose to any person any technical or financial information, know-how or other confidential information of the Foundation including any information concerning its business or its affairs or any of its dealings or transactions or affairs or details of any of its internal workings or activities.

In order to protect the reputation and standing of the Foundation you will not during the period of your employment with the Foundation or at any time after the termination of your employment, publish or make any statements of any nature concerning the internal workings or activities of the Foundation or concerning the Foundations staff or members of Council or any decisions or activities of the Council other than strictly in the course of your duties and save as has been approved by the Council.

Yours faithfully

THE JOHANNESBURG ART FOUNDATION
(Director)

JMH/me/agra/tz

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DRAFT LETTER

by Johannesburg Art Foundation to its part-time teaching staff

Dear Sir

YOUR EMPLOYMENT WITH THE JOHANNESBURG ART FOUNDATION

("the Foundation")

1.

The director of the Foundation is pleased to announce/confirm your appointment with the Foundation with effect from

Your employment shall continue for an indefinite period subject to the right of either you or us to terminate such employment on

calendar monthst written notice to the other at any time.

Your position with the Foundation is that of

In such capacity you will be required to perform all your duties in accordance with the reasonable and lawful directions given to you by the directors of the Foundation. The directors shall determine the nature of your duties and the working hours within which you are required to carry out these duties. Your duties will, however, include the following:

See attached job description.

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4. As regards your salary, the Foundation shall pay you an hourly salary of R per hour in arrears. Such salary shall be subject to review annually. Part-time staff will receive two-elevenths of their annual salary in December for income lost due to public holidays and illness.

5. Notwithstanding anything herein contained your employment by and with the Foundation is always on the very clear understanding that such continued employment is entirely dependent upon the Foundations economic resources, such resources as you are aware are entirely outside the control of the director and/or the Council or any of the members of the Foundation but on the other hand are to a certain extent dependent upon the contribution that you make towards the Foundation. Under the circumstances you understand and acknowledge that if the financial position of the Foundation and/or your contribution towards the Foundation as perceived in the discretion of the Council at any time so warrants, your employment, notwithstanding the provisions of 2 above, may have to be terminated upon shorter notice than therein provided.

6. The Foundation regards the confidentiality of information of its activities which will come to your knowledge during the currency of your employment or at any other time as important. Accordingly, you are required during the period of your employment with the Foundation or at any time after the termination of such employment not to divulge or disclose to any person any technical or financial