

**CONSTRUCTION EDUCATION AND TRAINING  
AUTHORITY**



**Contract of Apprenticeship  
In terms of the  
Manpower Training Act, 1981**

**CONTRACT NO:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**ID NUMBER:** \_\_\_\_\_



## Contract of Apprenticeship

### APPRENTICE'S OBLIGATIONS

- 4.1 The Apprentice shall be employed by the Employer for the duration of his training including the periods of theoretical and practical training to qualify himself in the trade. The Apprentice shall be afforded a maximum period of **3** years to qualify himself/herself as an artisan.
- 4.2 The maximum period to qualify as an artisan shall be extended with any periods of absence due to military service for a period exceeding thirty days, and any period of sick leave in excess of thirty days.
- 4.3 The Apprentice shall adhere to all rules and regulations and the conditions of apprenticeship including the amendments thereto from time to time.
- 4.4 The Apprentice shall adhere to all conditions of service of the Employer applicable to apprentices and will be subject to the disciplinary rules and codes of the Employer.
- 4.5 The Apprentice shall not disclose any information in respect of the Employer's business, other than is necessary in the ordinary course of his employment.
- 4.6 The Apprentice shall work only for the Employer to whom he/she is contracted, except where the Employer has given his/her written consent.
- 4.7 The Apprentice shall work on the sites and premises where the Employer deems necessary; to afford the Apprentice the opportunity of fulfilling his obligations in respect of his practical training as required by the Authority
- 4.8 The Apprentice shall in respect of the theoretical part of his/her training, attend courses or classes or undertake correspondence study in accordance with the requirements of the relevant training schedule set out in the Conditions of Apprenticeship and shall from time to time take prescribed examinations in such courses or classes.
- 4.9 The Apprentice shall, also record and upon receipt of any results in respect of examinations advise the Employer and the Authority thereof and provide them with certified copies of such results.
- 4.10 The Apprentice shall also record and retain details of training received, including successful completion of modules, in a training record provided by the Authority which he will make available on request for inspection by either the Employer or the Authority.
- 4.11 To qualify as an artisan, the Apprentice must pass a trade test under Section 13 in terms of the Manpower Training Act 1981.
- 4.12 The Apprentice warrants that the personal information in Annexure A attached hereto is true and correct in all respects.

## Contract of Apprenticeship

### **5 THE EMPLOYER'S OBLIGATIONS**

- 5.1 The Employer shall pay the Apprentice a wage of not less than the rate prescribed by the Authority and contained in the Conditions of Apprenticeship.
- 5.2 The Employer shall train the Apprentice in accordance with the training schedule for the trade and, if it is deemed necessary by the Employer or prescribed by the Authority, shall transfer the Apprentice between the various plants of the Employer or assign the Apprentice to another employer for a certain period to obtain the necessary practical training schedule.
- 5.3 Once the Apprentice has passed the prescribed subjects required in terms of the training schedule, the Employer shall reimburse the Apprentice for the fees paid by the Apprentice for theoretical instruction. This obligation is however, only applicable in respect of first registration for any subject by the Apprentice.
- 5.4 The Employer shall keep a complete training record in respect of the Apprentice's training and shall make this record available for inspection to the Apprentice and/or the Authority.
- 5.5 At the end of the training period and on completion of the training by the Apprentice, the Employer shall endorse and sign the completion certificate, which forms part of this agreement and submit it to the Authority.

### **6 THE AUTHORITY'S POWER**

The Authority is the registered control body in the Manpower Training Act, 1981, in respect of the contract of apprenticeship and will exercise its power as stipulated in the Act. It is assumed that the parties have familiarised themselves with the power of the Authority and will refresh their knowledge from time to time.

### **7 COMPLETION OF APPRENTICESHIP**

The Apprenticeship shall be deemed to be terminated with effect from the last day of the trade test successfully completed by the Apprentice.

## Contract of Apprenticeship

### **8 BREACH OF CONTRACT**

8.1 If the Employer fails to comply with any of its obligations in terms of this agreement, the Authority shall notify the Employer in writing to rectify the position within the period stipulated in the letter addressed to the Employer. If the Employer continues with this breach of contract after receipt of such notice, the Authority may take all the lawful actions necessary to compel the Employer to fulfil his obligations, including in Court of Law.

If the Authority deems the breach to be material, especially in respect of the Employer's responsibility in regard to the training of the Apprentice, the Authority may take the necessary steps to assign the Apprentice to another employer where the Apprentice will then complete his/her training.

#### **8.2 The Apprentice will commit a breach of contract if;**

8.2.1 The Apprentice is found guilty of serious misconduct in terms of the Disciplinary Code and Procedure of the Employer in terms of which the Employer may terminate an employee's services.

8.2.2 The Apprentice is not able to demonstrate competence in the number of times allowed to repeat competence tests as set out in the Conditions of Apprenticeship.

8.3 If the Apprentice commits any act, which is a breach of contract in terms of this agreement, the Authority may cancel this contract. The Employer may, however, decide rather to suspend the Apprentice in accordance with the procedures prescribed by the Act. In this case the suspension shall be reported to the CEO of the Authority within three days of the date of suspension.

### **9 CANCELLATION**

Subject to the provisions of clause 8 above, this contract of apprenticeship shall not be cancelled unless both Employer and Apprentice agree to do so and the Authority consents thereto. The Authority will only grant its consent after consultation with the Employer and the apprentice and, if deemed necessary by the Authority, after further independent enquiries.

### **10. WAIVER**

No failure, delay, relaxation or indulgence on the part of the Employer or the Authority in exercising any power or right conferred on it in terms of this agreement shall operate as a waiver of such power or right; nor shall any single or partial exercise of any such power or right preclude

Issued under the jurisdiction of the Construction Education and Training Authority

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any other or further exercise thereof or the exercise of any other power or right under this agreement.

### 11. VARIATION

No addition to or variation, consensual cancellation or novation of this agreement and no waiver of any right arising from this agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised representatives.

### 12. NOTICES AND DOMICILIA

12.1 The parties hereto choose the following addresses as their domicilia citandi et executandi for all purposes of and in connection with this agreement, as follows:

#### **The Employer: (postal address)**

\_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile: \_\_\_\_\_

#### **The Apprentice: (physical address)**

\_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

Any change in domicilium shall only be effective upon receipt of notice in writing by the other parties of such change.

12.2 All notices, demands or communications for either party may be given in writing, by telex or by fax addressed to such party's domicilium for the time being, and, if forwarded by prepaid registered post shall be deemed to have been received seven (7) days after the date of posting, and if given by confirmed telex shall be deemed to have been received three (3) days after the date of transmission and if by fax shall be deemed to have been received on the day following transmission.

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THUS DONE AND SIGNED AT \_\_\_\_\_ ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_/20\_\_\_\_\_ IN THE PRESENCE OF THE UNDERSIGNED WITNESSES.

**AS WITNESSES:**

**FOR AND BEHALF OF THE EMPLOYER:**

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**(Signature)**

2õ õ õ õ õ õ õ õ õ .

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**(Print name)**

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**(Designation)**

THUS DONE AND SIGNED AT õ ON THE õ õ õ õ õ õ ..DAY OF õ õ õ õ õ õ 20 õ õ .IN THE PRESENCE OF THE UNDERSIGNED WITNESSES.

**AS WITNESSES:**

**APPRENTICE:**

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**(Apprentice signature)**

2õ õ õ õ õ õ õ õ õ .

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**(Print name)**

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**(PARENTS/GUARDIAN  
IF APPRENTICE IS A MINOR)**

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**REGISTRATION**

The Apprentices contract entered into between: \_\_\_\_\_ .  
(the Employer) and (the Apprentice) \_\_\_\_\_ ..  
is hereby registered by the Construction Education and Training Authority  
on this \_\_\_\_\_ day of \_\_\_\_\_ month 20\_\_\_\_ .

\_\_\_\_\_  
**Chief Executive Officer**

**TERMINATION**

(To be filled in on completion of the term of apprenticeship under this contract)

THIS IS TO CERTIFY THAT the Apprentice \_\_\_\_\_ .  
has completed his training under this contract and in accordance with the provisions of the  
Act and the conditions of apprenticeship which were binding upon him this  
\_\_\_\_\_ day of \_\_\_\_\_ ..20\_\_\_\_ .

\_\_\_\_\_  
**(Employer)**

**Termination noted**

\_\_\_\_\_ ..20\_\_\_\_

\_\_\_\_\_  
**(Chief Executive Officer)**

Contract of Apprenticeship

**REGISTRATION OF TRANSFER**

The Employer and the Apprentice referred to in 1 above hereby agree that this contract of Apprenticeship is hereby transferred to

New employer) Address:

With effect from

**Employer**

**New Employer**

**Apprentice**

The Authority hereby consent to the transfer on this day of .20

**Chief Executive Officer**

Contract of Apprenticeship

**PERSONAL INFORMATION OF APPRENTICE**

**Learner details**

1. Date of birth \_\_\_\_\_
2. Age: \_\_\_\_\_
3. Identity number \_\_\_\_\_
4. Highest educational qualification \_\_\_\_\_
5. Marital status \_\_\_\_\_

**Name and address of parents/guardian (if apprentice is a minor)**

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\_\_\_\_\_  
**Parent /guardian signature**

\_\_\_\_\_  
**Date**