

Contract between Learner Contractor and Learner Supervisor

1. PURPOSE

This contract of employment is for learners who are temporarily employed for the purpose of completing a learnership.

2. INTERPRETATION

This contract of employment should be interpreted in line with the following applicable legislation:

- The Skills Development Act (Act 97 of 1998)
- The Basic Conditions of Employment Act (Act 75 of 1997)
- The Basic Conditions of Employment Act (Act 75 of 1997): Sectoral Determination No. 5
- Labour Relations Act of 1995
- Any other applicable legislation and bargaining council agreements

3. TERMINATION OF CONTRACT

This contract of employment terminates when the learner has completed a learnership or the learnership agreement has been cancelled.

4. EMPLOYER DETAILS

- 4.1 Name of Employer: _____
- 4.2 Address (Physical Office): _____
- 4.3 Address (Postal): _____
- 4.4 Telephone number (s): _____
- 4.5 Fax number (s): _____
- 4.6 Contact Person: _____

5. LEARNER DETAILS

- 5.1 Learner Name: _____
- 5.2 Address (Physical) _____
- 5.3 Address (Postal) _____
- 5.4 Tel Number: _____
- 5.5 Fax Number: _____
- 5.6 E-mail address: _____
- 5.7 Learnership for which the learner is registered (Incl. reg. no): _____
- 5.8 Commencement date of Employment Contract: _____
- 5.9 Termination date of Employment Contract: Completion of qualification or termination date of learnership contract, whichever date is the later. _____

6. SECONDMENT OF EMPLOYMENT

In order for the learner to gain all necessary work related experience required of the qualification for which the learner is registered it may be necessary for the employee to be seconded to or employed by other employers or learner contractors.

In such event the employee/ learner and employer shall be subject to, at least, all terms and conditions contained in terms of this employment contract.

7. LOCATION (S) WHERE LEARNER WILL BE EXPECTED TO WORK

Locations

Location 1

Institutional Training –

Location 2

Any other locations as may be required in order for the learner to gain necessary work experience relevant to the qualification for which the learner is registered.

8. LEARNER HOURS OF WORK

Learners shall be required to work 45 normal hours per week as provided in the learnership agreement and Sectoral Determination No. 5.

Normal hours of business are determined according to the location and type of work needs, but would normally be as follows on Monday to Fridays inclusive:

07h00 to 13h00 6 hours
13h00 to 14h00 Lunch break
14h00 to 17h00 3 hours

Learners will be required to properly record attendance by way of clock cards and or time and attendance registers.

Learners will be remunerated on the basis of actual time worked.

Any overtime worked must be agreed and approved in advance.

Overtime hours worked, subject to prior approval will be compensated by means of time off in accordance with the Sectoral Determination No.5: Learnerships.

9. PAYMENT OF LEARNER

Sectoral Determination No. 5 for the allocation of allowances and payments shall apply

The learner will be paid R120, 00 per week calculated and paid on a monthly basis as a learnership allowance (i.e. R120 * 4, 33 weeks per month), subject to increase as provided on attainment of 120 credit points. Grant payments by the Construction Education and Training Authority Seta to the Employer for allowances, if any, will be used to subsidise or increase the allowances payable to learners.

- The following deduction will be made from allowances:
 - Unemployment Insurance Fund contributions (**if applicable**), i.e 1 % of allowances
 - Employees tax if applicable
 - Any legally issued garnishee order amounts if applicable
 - Any other deductions which may be agreed in writing.

Example Contract for Learner Supervisors

- Any other deductions as may be legally prescribed.
- Total monthly payment (after deductions): **R 519,60** (assuming no deductions)
- Learner allowances are calculated to the last Friday preceding or falling on the 15th of each month for calculation of allowances with payment effected on the Friday following 15th of each month.
- A pro-rata portion of allowances will be paid where less than the full normal time has been worked.
- The learner will be allowed time off calculated at overtime provisions per hour of approved overtime worked.

10. LEARNER LEAVE

Subject to the provisions of the Sectoral Determination No.5: Learnerships:

- The learner is entitled to one week’s paid annual leave per 40 credits earned during the learnership requiring more than 120 credits, or every four months worked whichever is the lesser.
- The learner is entitled to one (1) day’s paid sick leave per 26 days worked, subject to certain conditions and medical proof of illness.
- The learner is entitled to three (3) days per annum family responsibility leave, subject to certain conditions and reasonable proof of need.

11. DISCIPLINARY CODE AND GRIEVANCE PROCEDURE

Learner employees shall be subject to the disciplinary code and follow the grievance procedure in cases of a grievance.

12. SIGNATURES

_____	_____	_____
Employer (Signature)	Witness	Date
_____	_____	_____
Learner (Signature)	Witness	Date
_____	_____	_____
Guardian (Signature)	Witness	Date