

EXAMPLE OF CONTRACT FOR LEARNER CONTRACTORS

Letter of appointment for fixed term employment

Between

.....
(insert full name and address of the employer)

and

.....
(insert name, identity number and address of employee)

Dear Sir/Madam

PREAMBLE

The employer is committed to address imbalances in the supply of, and demand for, skilled labour in the Construction Industry. As a result the Employer has identified the need to train Employees with the view of empowerment. The purpose of this agreement is to provide a learner with the opportunity to obtain management skills with the view of entrepreneurship. As a result we have pleasure in confirming your appointment to the staff on a contract basis, on the terms and conditions as set out hereunder.

1. POSITION AND STARTING DATE

1.1 You are employed as a learner in terms of the Skills Development Act 97 of 1988 at

.....(premises)

1.2 Due to the fact that for purposes of your practical training you are required to act independently of the Employer, your employment contract is on a fixed term basis. The employment contract commences on and/or commencement of theoretical periods of training and ends upon the completion of the theoretical periods of your training or subject to termination as stipulated in paragraph 1.4 and 1.5 of this agreement.

1.3 Upon this date, this contract shall automatically terminate. Such termination shall not be construed as being retrenchment but shall be completion of the contract. This contract terminates through defluxion of time.

1.4 This contract will also terminate under the following conditions:

- The period of duration specified in the learnership agreement has expired; or
- If the learner fails to attend theoretical training for two (2) consecutive training days without recommended sick leave from registered medical practitioners; or
- If the learner fails any of the tests in classroom training; or
- If the learner abandons site; or
- If the learner becomes physically and mentally incapable of successfully completing the learnership programme; or
- If the learner breaches any of the conditions of contract relates to his/her on-site training projects; or
- The learner successfully completes the learnership; or
- The learner is fairly dismissed for a reason related to the learner's conduct or capacity as an employee.

1.5 The learnership agreement forms an integral part of this Fixed Term Employment Agreement. Any breach of the learnership agreement will result in a cancellation of this Fixed Term Employment Agreement.

1.6 You will be required to enter into training contracts with the Employer or another designated employer to execute construction contracts during the periods identified by the Employer for experiential training in terms of the Learnership.

2. REMUNERATION

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

2.2 Your allowance will be R 120 per week calculated and paid on a monthly basis as a learnership allowance (i.e. R 120 * 4.33 weeks per month), subject to increases as provided on attainment of 120 credit points. Grant payments by the Construction

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Education and Training Authority Seta to the Employer for allowances, if any, will be used to subsidise or increase allowances payable to learners.

2.3 The following deductions will be made from allowances:

- Employees tax if applicable
- Any legally issued garnishee order amounts if applicable
- Any other deductions that may be agreed in writing (accommodation, meals, traveling, etc.)
- Any other deductions as may be legally prescribed.
- Pro-rata deductions where less than the normal working time has been worked.

2.4 The allowance is paid weekly / monthly in arrears.

2.5 Payment will be for time worked.

2.6 Overtime will be paid according to the Basic Conditions of Employment Act or any Council Agreement that may be applicable.

2.7 Sunday and Public holidays will be paid according to the Basic Conditions of Employment Act or any Council Agreement that may apply.

3. LEAVE

3.1 The employee requires 120 credits to qualify for one week's paid leave for every 40 credits that the employee earns during the learnership or every four months worked, whichever is the lesser.

3.2 The employee is entitled to one day's paid sick leave for every 26 days in which the learner work or receives training during a learnership. The employer is not required to pay the employee for more than two consecutive days or more than two occasions during an eight week period if the employee does not produce a medical certificate.

4. HOURS OF WORKS

4.1 Your hours of work are as follows:

.....
.....

(not exceeding 45 hours a week including the time required to spend in study periods or theoretical sessions).

4.2 Lunch breaks will be 30 minutes taken on a convenient time.

5. EMERGENCY WORK

The employer may require or permit the Employee to perform work, which is required to be done without delay owing to circumstances for which the Employer could not reasonably have been expected to make provision for.

6. DISCIPLINARY CODE AND GRIEVANCE PROCEDURE

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

Please sign at the foot hereof to certify that the contents have been discussed and explained to you and that you understand and accept the terms and conditions set out herein.

Yours faithfully

..... (Signature of Employer) ... (Print name) (Date)

I understand and agree with the contents set out above.

.....(Signature of Employee) ... (Print name).....(Date)