



Learnership Agreement

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learnership agreement

INTRODUCTION

INSTRUCTIONS

Please take note of the following:

- ▶ If the learner is not already in the employ of the employer, the learner and the employer must conclude a contract of employment.
- ▶ If the learner is a minor then the learner's parent or guardian must be a party to this agreement and must complete Section 2. The parent or guardian ceases to be a party to this agreement once the learner turns 18.
- ▶ If a group of employers are party to this agreement, one of the employers must perform the function of the lead employer.
- ▶ The lead employer must complete Section 3 and details of the other employers must be attached on a separate sheet.
- ▶ If the employer and the accredited training provider are the same entity, the employer must complete Section 3 and 4.
- ▶ If a group of accredited training providers are parties to this agreement one of the providers must perform the function of lead training provider. The lead training provider must complete Section 4 and details of the other accredited training providers must be attached on a separate sheet.

1. LEARNERSHIP DETAILS

1.1 Name of learnership:

1.2 Department of Labour registration number of learnership:

1.3 Commencement date of learnership agreement:

1.4 Termination date of learnership agreement:

1.5 Learner number: (to be supplied by the SETA)

Welcome and congratulations on starting a new learnership. Please follow the instructions on this page, complete and sign the attached forms.

3. EMPLOYER DETAILS (To be completed by lead employer)

3.1 Registered name of employer:

3.2 Trading name (if different from 3.1):

3.3 Are you the lead employer? Yes No

3.4 Physical address:

 code:

3.5 Postal address

 code:

3.6 Full names of contact person:

3.7.1 Tel No. & code:

3.8 Registration numbers and codes:

3.7.2 Fax No. & code:

SIC:

3.7.3 E-mail:

SARS:

SETA:

4. TRAINING PROVIDER DETAILS

(To be completed by lead provider but the employer might also be a registered and/or lead provider)

4.1 Registered name of training provider:

4.2 Trading name (if different from 4.1):

4.3 Are you the lead training provider? Yes No

4.4 Physical business address:

 code:

4.5 Postal address

 code:

4.6 Full names of contact person:

4.7.1 Tel No. & code:

4.8 Registration numbers and codes:

4.7.2 Fax No. & code:

SIC:

4.7.3 E-mail:

SARS:

SETA:

SAQA:

TERMS AND CONDITIONS OF AGREEMENT

By signing this LGSETA learnership agreement it is accepted that you agree to the following terms and conditions

1. RIGHTS OF LEARNERS, EMPLOYERS AND REGISTERED TRAINING PROVIDERS

1.1 Learner

The learner has the right to :

- 1.1.1 be educated and trained in terms of this agreement;
- 1.1.2 have access to the required resources and to receive training in terms of the learnership ;
- 1.1.3 have his /her performance in training assessed and have access to the assessment results;
- 1.1.4 receive a certificate upon the successful completion of the learning;
- 1.1.5 raise grievances in writing with the SETA concerning any short comings in the training.

1.2 Employer

The Employer has the right to require the learner to:

- 1.2.1 perform duties in terms of this agreement;
- 1.2.2 comply with the rules and regulations concerning the employer's business concern.

1.3 Training Provider:

The registered training provider has the right of access to the learner's books, learning material and workplace.

2. DUTIES OF LEARNERS, EMPLOYERS AND REGISTERED TRAINING PROVIDERS

2.1 Learner

The learner must:

- 2.1.1 work for the employer as part of the learning process;
- 2.1.2 be available for and to participate in all learning and work experience required by the learnership;
- 2.1.3 comply with workplace policies and procedures;
- 2.1.4 complete any timesheets or any written assessment tools supplied by the employer to record relevant workplace experience;

- 2.1.5 attend all study periods and theoretical learning sessions with the training provider and undertake all learning conscientiously.

2.2 Employer

The Employer must:

- 2.2.1 comply with the Act in terms of required duties and all applicable legislation including:
 - ▶ Basic Conditions of Employment Act (No. 75 of 1997)
 - ▶ Any applicable determination made in terms of Section 18(3) of the Act
 - ▶ Labour Relations Act (No. 66 of 1995)
 - ▶ Employment Equity Act (No. 55 of 1998)
 - ▶ Occupational Health and Safety Act (No. 85 of 1993) or Mine Health and Safety Act (No. 27 Of 1996)
 - ▶ Compensation for Occupational Injuries and Diseases Act (No. 130 of 1993)
- 2.2.2. provide the learner with appropriate training in the work environment to achieve the relevant outcome required by the learnership ;
- 2.2.3 provide appropriate facilities to train the learner in accordance with the workplace component of learning;
- 2.2.4 provide the learner with adequate supervision at work;
- 2.2.5 release the learner during normal working hours to attend off-the-job education and training required by the learnership;
- 2.2.6 pay the learner the agreed learning allowance , both while the learner is working for the employer and while the learner is attending approved off-the-job training;
- 2.2.7 conduct on-the-job assessment, or cause it to be conducted;
- 2.2.8 keep up to date records of learning and periodically discuss progress with the learner;

- 2.2.9 if the learner was not in the employment of the employer at the time of concluding this agreement, advise the learner of:
- (a) the terms and conditions of his /her employment, including the learning allowance;
 - (b) workplace policies and procedures.
- 2.2.10 apply the same disciplinary, grievance and dispute resolution procedures to the learner as to other employees.

2.3 Training Provider

The training provider must:

- 2.3.1 provide education and training in terms of the learnership;
- 2.3.2 provide the learner support as required by the learnership;
- 2.3.3 record, monitor and retain details of training provided to the learner in terms of the learnership;
- 2.3.4 conduct assessment in terms of the learnership, or cause it to be conducted;
- 2.3.5 provide reports to the employer on the learner's performance.

3. TERMINATION OF AGREEMENT

This learnership agreement terminates:

- 3.1 on the termination date stipulated in Part 1 of this agreement, or
- 3.2 on an earlier date if:
 - 3.2.1 the learner successfully completes the learnership;
 - 3.2.2 the learner is fairly dismissed by the employer for a reason related to the learner's conduct or capacity as an employee;
 - 3.2.3 the employer and learner agree to terminate the agreement;
 - 3.2.4 the SETA approves a written application to terminate the agreement by the learner, or if good cause is shown by the employer.

3.3 Terminating learnership agreement

- 3.3.1 A SETA may approve the termination of a learnership agreement in terms of Section 17 (4) (b) of the Act if :
 - (a) the employer and the learner have agreed in writing to terminate the agreement;
 - (b) the employer or employee has requested, for good cause, to terminate the agreement and the other parties to the learnership agreement have had the opportunity to make representations as to why the agreement should or should not be terminated;

- (c) the employee has terminated the contract of employment with the employer;
- (d) The training provider has requested for good cause to terminate the agreement and
 - (i) the other parties to the agreement have had the opportunity to make representations;
 - (ii) the SETA and the employer have been unable to arrange for a new training provider to be substituted for the previous training provider in accordance with regulation 5 (1).

- 3.3.2 An application to terminate a learnership agreement in terms of sub-regulation (1) must be submitted to the SETA in writing together with :
- (a) a copy of the relevant learnership agreement;
 - (b) in the case of sub-paragraph (a), a written agreement signed by the employer and the learner setting out the reasons for the termination.

4. DISPUTES

If there is a dispute concerning any of the following matters:

- 4.1 the interpretation or application of any provision of this agreement, the learner's contract of employment or a sectoral determination made in terms of section 18(3) of the Act;
- 4.2 Chapter 4 of the Act ;
- 4.3 the termination of this agreement or the learner's contract of employment.

Disputes may be referred to the Commission for Conciliation, Mediation and Arbitration (CCMA).

5. OTHER

- 5.1 Altering terms of learnership agreement:
 - 5.1.1 The parties to a learnership agreement registered with the relevant SETA may, subject to the SETA's approval, alter the terms of the said agreement.
 - 5.1.2 A SETA may only register an alteration, referred in Sub-regulation (5.1.1.), if a copy of the learnership agreement, together with the alterations the said agreement, signed by all the parties thereto, is submitted to the SETA.
- 5.2 Substituting a party to a learnership agreement
 - 5.2.1 A SETA may approve the substitution of the employer party of the training provider party to a learnership agreement in terms of Section 17(5) of the Act if a written application, accompanied by an agreement setting out the terms of the substitution is submitted to the SETA.

- 5.2.2 The parties to a learnership agreement may, with the approval of the SETA, substitute a new learnership agreement for a learnership agreement that the SETA has already registered.

5.3 SETA decisions

A SETA must make any decision required in terms of these regulations within 30 working days of receiving the relevant documents.

5.4 Keeping records

- 5.4.1 Every SETA must keep an updated record of:
 - (a) all learnership agreements registered by the SETA, including the title ,learner number and code of the learnership;
 - (b) all grants paid by the SETA in respect of learnerships ;
 - (c) all alterations to the terms of learnership agreements referred to in Paragraph 4(a) ;
 - (d) all learnership agreements successfully concluded including the title , learner number and code of the learnership ;
 - (e) all learnership agreements that the SETA did not register and the reasons for not registering the agreements;
 - (f) all learnership agreements terminated in terms of regulation 6, including the reasons for termination.
- 5.4.2 Records referred to in sub-regulation (1) may be kept in any form provided that at least one set of records is kept on hard copy.

5.5 Referring of dispute

- 5.5.1 A party referring a dispute in terms of section 19(2) of the Act must submit a completed Form 7.11 published in terms of the Labour Relations Act (No. 66 Of 1995) to the Commission for Conciliation, Mediation and Arbitration.
- 5.5.2 The relevant provisions of parts C and D of Chapter VII of the Labour Relations Act (No. 66 Of 1995), read with the changes required by the context, apply in respect of a dispute in terms of Section 19 of the Act.

5.6 Short Title

These regulations are to be known as:
Learnership Regulations, 2001

5. ACCEPTING TERMS AND CONDITIONS OF AGREEMENT

(Read terms and conditions on the previous page)

5.1 DECLARATION OF PARTIES:

- ▶ We understand that this agreement is legally binding
- ▶ We understand that it is an offence in terms of the Skills Development Act (No. 97 of 1998) referred to as 'the Act' throughout this document, to provide false or misleading information in this agreement
- ▶ We agree to rights and duties as stipulated in this document/agreement

5.2 CONDITIONS OF EMPLOYMENT:

5.2.1 Are the learner's terms of employment determined by a document of general application such as section 18(3) determination, sectoral determination, bargaining council or collective agreement?

No Yes If yes, specify:

5.2.2 Attach a copy of a document such as contract of employment or written particulars of employment to reflect the learner's conditions of employment as contemplated by section 18(2) of the Act.

5.3 SIGNATORIES:

<hr/> Learner's Signature <hr/>	<hr/> Parent or Guardian's Signature <i>(Where the learner is a legal minor)</i> <hr/>
<hr/> Date <hr/>	<hr/> Date <hr/>
<hr/> Witness Signature <hr/>	<hr/> Witness Signature <hr/>
<hr/> Date <hr/>	<hr/> Date <hr/>
<hr/> Lead/Employer's Signature <small>(Delete the word 'Lead' if not applicable)</small> <hr/>	<hr/> Lead/Training Provider's Signature <small>(Delete the word 'Lead' if not applicable)</small> <hr/>
<hr/> Date <hr/>	<hr/> Date <hr/>
<hr/> Witness Signature <hr/>	<hr/> Witness Signature <hr/>
<hr/> Date <hr/>	<hr/> Date <hr/>

**LEARNERSHIP AGREEMENT CHECKLIST FOR SDF OR OFFICIAL
ADMINISTERING THE LEARNERSHIP ON BEHALF OF MUNICIPALITY**

Name of applicant:		ID Number:
1.	Two Original agreements correctly completed	
1.1	Name of Learnership Clearly Specified	
1.2	Contract initialed on all pages by all contracting parties	
1.3	Agreement signed by employer, training provider, learner, witnesses and guardian (If applicable)	
1.4	Department of Higher Education and Training registration number of Learnership on agreement	
2.	Applicant is SA citizen	
3.	Correct ID number and name and original certified copy attached	
4.	Commencement date and termination date reflected on agreement	
5.	Physical address for both employer, training provider and learner completed	
6.	Highest qualification indicated and original certified copy attached.	
7.	No Tippex used	
8.	Corrections initialed by all contracting parties	
9.	Employment agreement attached for unemployed learner (18.2)	

All of the above criteria must be met before any agreement is accepted by any LGSETA official.

I hereby confirm that all the details required for registration as stipulated above are attached.

Name of Employer : _____

Signature : _____

Date : _____

FOR OFFICE USE ONLY

REGISTRATION

Registered at the office of the LGSETA on the _____ day of _____ (month) 20 _____ (year)

NAME OF ADMINISTRATOR _____

SIGNATURE OF ADMINISTRATION MANAGER _____

COMPLETION

This is to certify that the Learner

Name of learner

Has completed all prescribed training and assessments required for the Learnership:

COMPLETION DATE _____ day of _____ (month) 20 _____ (year)

NAME OF OFFICER _____

SIGNATURE OF OFFICERS _____