

# POLICY : LEARNERSHIP

Item B-HR (4-2003) LEARNERSHIP  
mc 30.06.2003

## RESOLVED:

1. **That** the following, **BE NOTED**:
  - (a) The report regarding the Learnership Policy agreed upon between the parties at the Local Labour Forum.
  - (b) Item referred from (A — HR 09-2003).
2. **That** the Learnership Policy attached as **Annexure “A”** to the report **BE ADOPTED** and **IMPLEMENTED** immediately.
3. **That** all existing policies of the erstwhile Councils dealing with Learnership **BE RESCINDED**.
4. **That** the policy **BE CIRCULATED** to all Departments for implementation.



**Ekurhuleni**  
METROPOLITAN MUNICIPALITY

# **POLICY LEARNERSHIP**

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# LEARNERSHIP POLICY

## 1. PURPOSE

The purpose of this Policy shall be to regulate the planning, development and implementation of the Learnership Programmes in the Ekurhuleni Metropolitan Municipality.

## 2. SCOPE OF APPLICATION

The Policy shall be applicable to all employees and residents of the Ekurhuleni Metropolitan Municipality.

## 3. PREAMBLE

Ekurhuleni Metropolitan Municipality subscribes to the Skills Development Act, which provides for the following:

- (a) To develop culture of life-long learning
- (b) To foster skills development in the formal economy for productivity and employability
- (c) To stimulate and support skills development in small businesses
- (d) To promote skills development for employability and sustainable livelihood through social development initiatives
- (e) To assist new entrants into employment

Therefore, Council commits itself to realising the above by among others implementing the Learnership Programmes.

## 4. LEGAL FRAMEWORK

This Policy shall be read in conjunction with:

- (a) Skills Development Act No 97 of 1998
- (b) Skills Development Levies Act No 9 of 1999
- (c) Basic Conditions of Employment Act 97 of 1997
- (d) Labour Relations Act 66 of 1995
- (e) Employment Equity Act 56 of 1998
- (f) Further Education and Training Act 98 of 1998
- (g) SAQA Act 58 of 1995.
- (h) Occupational Health and Safety Act (No 85 of 1993)
- (1) Compensation of Occupational Injuries and Diseases Act (No 130 of 1993).

## 5. DEFINITION OF TERMS

“Employer”	means the Ekurhuleni Metropolitan Municipality.
“Employee”	means any person, excluding an independent contractor who works for another person of for the State and who receives, or is entitled to Employee receive any remuneration and any person who in any manner assists in carrying on or conducting the business of an employer.
“Learnership”	Learnerships consist of structured learning components and practical work experience of a specified nature and duration, and culminate in Learnerships a qualification registered with SAQA. Learnerships are a workplace route to qualifications and as such are linked to occupations.
“Recognition of prior learning (RPL)”	The comparison of the previous learning and life experience of a learner howsoever obtained against the learning outcomes required for a specified qualification and the acceptance for purposes of qualification of that which meet the requirements for the purposes of the NQF.
“Registered/accredited Training Provider”	Training providers registered with the Department of Education and/or accredited by ETQA’s and SAQA.
“ETQA”	means Education and Quality Assurance Body
“SAQA”	means the South African Qualifications Authority, established by Section 3 of the SAQA Act (No 58 of 1995). SAQA Act No 58 of 1995,).
“SETA”	means a Sector Education and Training Authority established in terms of Section (a)(l) of the Skills Development Act (No 97 of 1998).
“Unit Standard (Credits)”	Registered statement of desired education and training outcomes and their associated assessment criteria together with administrative and other information.
“Learner”	Learner means a person registered on a full time basis at the recognised institution of earning.

## 6. CONTENTS

### 6.1 LEARNERSHIP TECHNICAL COMMITTEE

- Learnership Committees shall be established at corporate level by the Training Committee.
- The committee shall serve as sub-committee of the Corporate Training Committee.
- The composition of the Learnership Committee shall be guided by the relevant legislation, as well as the occupation of the learner.

### 6.2 SELECTION CRITERIA

Selection shall be done on the basis of the following:

- Work Place Skills Plan
- Criteria set by the SETA
- Proven economic and social needs
- Recognition of prior learning
- Results of prior assessments

- Selection shall be done as for other vacancy within the Ekurhuleni Metropolitan Council

### **6.3 COSTS**

The Council shall incur all the costs for planning and implementation of learnership programmes and there after claim for the cost incurred.

Council shall claim the discretionary grants from the SETA in respect of the cost incurred.

### **6.4 LEGAL OBLIGATION**

An agreement shall be entered into between the following parties:

- (a) The learner
- (b) The employer
- (c) Accredited provider.

The agreements shall be registered with the relevant Local Government Water and Related Services SETA.

### **6.5 TYPES OF LEARNERSHIPS**

The learnership committee shall recommend the type of learnership programmes that the Council shall implement in line with socio-economic, community and organisational needs.

### **6.6 ROLE PLAYERS**

The following parties shall form part of the process of learnership programme:

- (i) Internal and external earners
- (ii) The employer
- (iii) Accredited providers
- (iv) SETA
- (v) Training Committee
- (vi) Learnership Committee

### **6.7 MONITORING**

- (i) Monitoring shall be conducted by the Learnership Committee
- (ii) The learnership Committee shall report to the Training Committee.
- (iii) Mentoring shall be done by subject mentor experts who- have been declared competent as the Assessor/Mentor.
- (iv) Learnership Committee shall develop Learnership Procedural Guidelines.

### **6.8 ASSESSMENT**

- (i) Continuous assessments shall be done by the assessor/mentor
- (ii) Final assessment for credits in line with Unit Standards shall be done by the accredited providers.

**7. RECOURSE ON IMPLEMENTATION**

- (a) Any dispute from an employee arising from the implementation of this policy shall be handled in terms of the grievance procedure of the Ekurhuleni Metropolitan Council;
- (b) Any dispute from a member of the community shall be referred to the Mayoral Committee.

**SCHEDULE 'A'**



**SCHEDULE 'B'**



**LEARNERSHIP AGREEMENT**



**LEARNERSHIP TITLE:** \_\_\_\_\_

**LEARNERSHIP REGISTRATION ID:** \_\_\_\_\_

**QUALIFICATION ID:** \_\_\_\_\_

**PROVIDER ETQA REF ID:** \_\_\_\_\_

**EMPLOYER DETAILS:** \_\_\_\_\_

**LEARNER ID:** \_\_\_\_\_

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

## **PART A : TERMS AND CONDITIONS OF AGREEMENT**

### **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) 'the Act', to provide false or misleading information in this Agreement. We agree to the following rights and duties :-

### **2. RIGHTS OF LEARNERS, EMPLOYERS AND REGISTERED TRAINING PROVIDERS**

#### **2.1 Learner**

The learner has the right to :

2.1.1 be educated and trained in terms of this agreement;

2.1.2 have access to the required resources and to receive training in terms of the learnership ;

2.1.3 have his /her performance in training assessed and have access to the assessment results;

2.1.4 receive a certificate upon the successful completion of the learning;

2.1.5 raise grievances in writing with the SETA concerning any short comings in the training.

#### **2.2 Employer**

The Employer has the right to require the learner to:

2.2.1 perform duties in terms of this agreement;

2.2.2 comply with the rules and regulations concerning the employer's business concern.

#### **2.3 Training Provider:**

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

### **3. DUTIES OF LEARNERS, EMPLOYERS AND REGISTERED TRAINING PROVIDERS**

#### **3.1 Learner**

The learner must:

3.1.1 work for the employer as part of the learning process;

3.1.2 be available for and to participate in all learning and work experience required by the learnership;

- 3.1.3 comply with workplace policies and procedures;
- 3.1.4 complete any timesheets or any written assessment tools supplied by the employer to record relevant workplace experience;
- 3.1.5 attend all study periods and theoretical learning sessions with the training provider and undertake all learning conscientiously.

## 3.2 Employer

- 3.2.1 The Employer must comply with its duties in terms of the Act 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)
- 3.2.2. provide the learner with appropriate training in the work environment to achieve the relevant outcome required by the learnership ;
- 3.2.3 provide appropriate facilities to train the learner in accordance with the workplace component of learning;
- 3.2.4 provide the learner with adequate supervision at work;
- 3.2.5 release the learner during normal working hours to attend off-the-job education and training required by the learnership;
- 3.2.6 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;
- 3.2.7 conduct on-the-job assessment, or cause it to be conducted;
- 3.2.8 keep up to date records of learning and periodically discuss progress with the learner;
- 3.2.9 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.
- 3.2.10 apply the same disciplinary, grievance and dispute resolution procedures to the learner as to other employees.

### **3.3 Training Provider**

The training provider must:

- 3.3.1 provide education and training in terms of the learnership;
- 3.3.2 provide the learner support as required by the learnership;
- 3.3.3 record, monitor and retain details of training provided to the learner in terms of the learnership;
- 3.3.4 conduct off-the-job assessment in terms of the learnership, or cause it to be conducted;
- 3.3.5 provide reports to the employer on the learner's performance.

## **4. TERMINATION OF AGREEMENT**

This learnership agreement terminates:

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

## **5. DISPUTES**

If there is a dispute concerning any of the following matters, it may be referred to the Commission for Conciliation, Mediation and Arbitration (CCMA):

- 5.1 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;
- 5.2 Chapter 4 of the Act ;
- 5.3 the termination of this agreement or the learner's contract of employment.

## PART B : DETAILS OF THE LEARNERSHIP AND THE PARTIES TO THIS AGREEMENT

### 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 3. The parent or guardian ceases to be a party to this agreement once the learner terms 21.
- 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 4 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 Sections 4 and 5.
- 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 5 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:

\_\_\_\_\_

### 2. Learner Details

2.1 Full names:

\_\_\_\_\_

2.2 Identity number:

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2.3 Date of birth

\_\_\_\_\_

2.4 Sex:

Male

Female

2.5 Race:

African

Coloured

Indian

White

Other



3.3 Home address:

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Code:

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3.4 Postal address (if different from above)

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Code:

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3.5 Telephone number (home and work)

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3.6 E-mail address: \_\_\_\_\_

4. Employer Details

4.1 Legal name of employer

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4.2 Trading name (if different from above :

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4.3 Are you acting as Lead Employer?

 Yes No

4.4 Business address

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4.5 Postal address (if different form 4.4)

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4.6 Name of contact person:

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4.7 Telephone Number

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4.8 Fax Number

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4.9 E-mail address

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4.10 Registration numbers and codes

SIC

SARS

LGWSETA

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5. Training Name of Training Provider

5.1 Legal name of training Provider

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5.2 Trading name (if different form above):

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5.3 Are you acting as Lead Training Provider?

Yes

No

5.4 Business address:

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5.5 Postal address (if different from 5.4):

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5.6 Name of contact person

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5.7 Telephone Number

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5.8 Fax Number

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5.9 E-mail address

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5.10 Registration numbers and codes

SIC

SARS

LGWSETA

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6. Terms and Conditions of Employment

6.1 Are the learner's terms of employment determined by a document of general application (example, section 18(3) determination, sectoral determination, bargaining council agreement, collective agreement).

Yes (specify) \_\_\_\_\_  No

6.2 Attach a copy of a document reflecting the learner's conditions of employment for learners who were not employed by the employer when the agreement was concluded as contemplated by section 18(2) of the Act (for example, contract of employment, written particulars of employment),

**Learners signature**

**Parent or Guardian's signature**

(Only if the learner is a minor)

\_\_\_\_\_  
Date : \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

Witness signature:

Witness signature:

\_\_\_\_\_  
Date : \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

**Employer or Lead Employer's signature:**

**Training provider or Lead Training  
Provider's signature**

\_\_\_\_\_  
Date : \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

Witness signature:

Witness signature:

\_\_\_\_\_  
Date : \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_