



Apprenticeship contract

Between hotel and an apprentice

Name and logo of the enterprises/Hotels association

APPRENTICESHIP CONTRACT

DUAL MODE APPRENTICESHIP

**CONTRACT OF APPRENTICESHIP TRAINING MADE ON..... 20.....
BETWEEN THE EMPLOYER AND THE APPRENTICE WHOSE PARTICULARS ARE AS
FOLLOWS:**

THE EMPLOYER

NAME.....
(In block letters)

COMPANY NAME :
(In block letters)

COMPANY ADDRESS:
(Complete address)

LANDLINE PHONE NO:..... FAX NO:

MOBILE PHONE: EMAIL ADDRESS:

THE APPRENTICE

NAME OF APPRENTICE:
(In block letters)

DATE OF BIRTH

GENDER FEMALE MALE (Tick the appropriate box)

OCCUPATION LEVEL.....

GUARDIAN'S NAME (*IF THE APPRENTICE IS UNDER 18*):
(In block letters)

ADDRESS:
(Complete address)

.....
.....

LANDLINE PHONE NO:..... FAX NO:

MOBILE PHONE: EMAIL ADDRESS:

It has been agreed, and covenanted between the parties as follows:-

1. Apprenticeship

The apprentice hereby undertakes to serve the employer as his/her apprentice in the trade/occupation of and the employer hereby undertakes to train and instruct the apprentice, or have him/her trained, and instructed in the trade/occupation of

2. Period of apprenticeship

		Date	Month	Year
2.1.	Date of start of apprenticeship			
2.2.	Date of completion of apprenticeship			

2.3. The period of apprenticeship shall commence upon apprentice formally signing the contract (The joining date) with the employer and get enrolled in the apprenticeship programme.

3. Courses

3.1. The apprentice shall attend an institutional training at (.....) hereby referred to as for the purpose of his/her apprenticeship and shall diligently pursue any course of study he/she is directed to undertake for such purpose.

3.2. The skills and operations in which the apprentice shall be trained, shall be those defined by the approved training programme, for his/her trade/occupation and accredited by NACTE

4. The curriculum and the timetable of training

- 4.1. The curriculum shall be as prescribed by the ZIToD & Employers and approved by NACTE
- 4.2. The timetable for the training of the apprentice shall be as follows:
Training at the in the enterprise..... days per week or Blocks per year
Training at the College days per week or Blocks per year

5. The employer's obligations

- 5.1. The employer shall ensure that the apprentice serving in workshops/departments having several sections is rotated among these sections wherever applicable.
- 5.2. **The rate of allowance payable to the apprentice:**
 - i) The apprentice shall be paid TZS 80,000 as monthly allowance as agreed by the apprenticeship partners. Take note that this payment will be provided only for the period or month when the training is at the employer. The employer has the liberty to pay the apprentice a training allowance more but not less than the agreed minimum amount.
 - ii) The training allowance shall not be subjected to ZSSF or PAYEE or any other statutory deductions applicable to Employees.
- 5.3. The employer shall give a continuous assessment of the apprentice progress to the ZIToD in such manner that from time to time may determine the apprentice's performance.
- 5.4. The employer shall ensure that the apprentice is not assigned on work unconnected with trade/occupation for which he/she is being trained.
- 5.5. The employer shall ensure that health, safety and welfare privileges of apprentices are as favourable as other workers.
- 5.6. The employer may or may not retain/employ the apprentice(s) after the apprenticeship training.

6. General provisions.

6.1. Meals

The apprentice will be entitled to a meal at the employee's restaurant during working hours as per the company's policy

6.2. **Medical scheme**

The apprentice is covered under Trainees health insurance schemes by NHIF available for all students in the country through the ZIToD. However as per workplace safety regulations, Employer shall provide first aid services in the event of injury at workplace as per regulations or as per company policy. Companies have liberty to enrol apprentices working/training in their enterprises under their company health schemes shall they choose to do so.

Transport

The hotel will provide transport (if this service exists) from designated pick up points to the hotel and return as per company's policy.

6.3. **Working hours**

When required to work, an apprenticeship will be required to work for 8 hours day and 6 days in a week. The apprentice will have one day off after working for 6 consecutive days.

7. The apprentice's obligations

The apprentice shall:

- 7.1. Abide by the work rules in force in the organization and the customs and practice of the trade/occupation in which he/she is engaged.
- 7.2. Make every effort to acquire the skills and knowledge necessary for him/her to achieve the purpose of his/her apprenticeship.
- 7.3. Diligently and faithfully, serve the employer as his/her apprentice during the period of apprenticeship.
- 7.4. Carefully perform the assignments entrusted to him/her as part of his/her training.
- 7.5. Take part in approved training programmes for which he/she has been granted time off.
- 7.6. Comply with instructions given to him/her as part of his/her training by the employer.
- 7.7. Use tools, machinery and other installations with due care, and shall adhere to all safety rules applicable to the enterprise.

- 7.8. Not commit or permit or be accessory to any harm or damage to the employer or his/her property, nor will he/she conceal any harm or damage to the employer or his property if known to him/her and he/she will do everything in his/her power to prevent such harm or damage.
- 7.9. Not reveal any business or trade secrets acquired during his/her apprenticeship;
- 7.10. Not absent himself/herself from the employer's service during prescribed training hours without the authorization of the employer.
- 7.11. Notify his/her employer of any absence in advance so as not to cause inconvenience in operations. 24 hour notice shall be given for a short absence. Emergency incidences will be dealt with on a case on case basis.

8. Transfer of the apprentice

- 8.1. No apprentice shall be transferred from an establishment to another, except with his/her consent and the mutual approval of the employer and the partner training institution
- 8.2. Partner training institution shall not approve a transfer unless the establishment to which the apprentice will be transferred has signified its acceptance to the transfer, meets the training criteria set forth to participate in the programme and there is drastic changes at the enterprises where the enterprises was originally appointed (employed) that affect his/her training.

9. Termination

- 9.1. Except in the case of gross misconduct, the contract of apprenticeship may, be terminated at any time by either party after giving 30 days' notice in writing or payment of wages/allowances in lieu thereof to the other party.
- 9.2. Where a contract of apprenticeship is terminated, the employer shall inform the partner training institution, the recruitment committee of such termination and the effective date thereof.
- 9.3. On termination of the apprenticeship for any reasons, including its due completion, the employer shall forthwith forward to partner institution a Statement of Service in the form annexed thereto.

9.4. Upon successful completion of the apprenticeship programme, the company shall issue proof of release from the apprenticeship stating as such

10. Dispute

10.1. In case gross misconduct, disobedience by the apprentice, the Grievance and Disciplinary Procedures and Rules generally applicable in the enterprise shall be followed. The CEO to the partner training institution or any officer authorized by him/her shall act as an observer on any disciplinary committee, which may be instituted.

10.2. Any dispute arising within the apprenticeship agreement shall be referred to the labour officer of the district concerned by the parties to the apprenticeship agreement (or alternatively during the pilot, be decided upon by joint committee formed from the Steering Committee

10.3. Pending any decision under paragraph 9.1. The employer may suspend an apprentice without pay. The decision should be communicated to the designated committee, partner training institution and the respective hotel to discuss the way forward.

10.4. The determination of the Arbitration body shall be final and binding on both the employer and the apprentice.

10.5. **Proper law of the contract:**

During the pilot period, specific the contract terms and conditions will be determined by consensus through social dialogue by the tripartite steering committee but without contravening the basic labour as applicable in Zanzibar. The Ministry responsible for labour and employment as advised by the steering committee will officially communicate to recognize the apprenticeship contract terms and conditions.

IN WITNESS WHEREOF the parties here to have signed the day and year first above written

Signature of the said employer

Signed in the presence of

On behalf of the company

Human Resource Department

.....

.....

Signature of the said apprentice

Signed in the presence of

.....

.....

Signature of the said parent or guardian
(if Applicable)

Signed in the presence of