Guidelines for Implementation of Learnerships
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1. **Objectives of this Guide**

The objectives of this guide are to assist organisations to:

1.1. Understand how Learnerships work
1.2. Understand the significance of properly implementing a Learnership
1.3. Understand the steps involved in implementing a Learnership
1.4. Plan the implementation of Learnerships
1.5. Understand the funding application process

2. **Registering a Learnership**

Where employers need to offer a qualification through a Learnership mode and informs INSETA of this intention, the latter will apply to the Department of Higher Education and Training to have a Learnership registered against the chosen qualification. Once registered, a Learnership is given a registration code by the Department of Higher Education and Training for SETA identification and confirmation of registration.

3. **Points to consider before implementing a Learnership**

3.1 A skills audit is a scientific way of identifying training needs based on current or anticipated performance gaps in an organisation. When choosing to implement a Learnership in your organisation, it is important that it is seen as an investment in the future growth of your organisation as well as creating a pipeline of young talent into the organisation and the sector. This necessitates conducting a skills audit to identify the qualifications needed to address the skills gaps.

3.2 In conducting a skills audit:

3.2.1 Identify the overall strategic direction of the organisation
By aligning training to the current and future direction of the organisation, employees can grow more effectively with the business. This ensures an ongoing positive fit between organisational needs and the skills of employees.

3.2.2 Scientific Approach
A skills audit provides objective and verifiable information related to training needs in an organisation. It therefore increases the chances of
the correct training intervention being selected as well as the correct selection of candidates for the training.

3.2.3 Cost Effectiveness
Because Learnerships consist of both workplace and theory components, it is important to note that there will be times when the learners will not be in the workplace. It is therefore important to seriously consider whether Learnerships are the best options to meeting your training needs, especially if you are a Small Employer.

3.2.4 Learning Effectiveness
The company needs to identify the Training Providers through whom Learning will be delivered along with the quality of training offered by the chosen Training Provider.

4. Learnership Agreements

After evaluation of applications submitted, funding decisions are made in writing to applicant companies, after which companies are invited to complete the application process online, providing all learner information required and to submit the Learnership Agreements.

4.1 Format of a Learnership Agreement

A Learnership Agreement is a contract entered into between the Employer, the Training Provider and the learner who will be involved in a Learnership applied for.

4.1.1 The Learnerships Agreement must indicate the following important elements:

- Details of Employer(s) – Lead and Secondary where applicable
- Details of the Learner
- Details of the Guardian if the learner is a minor
- Details of the Training Provider(s) – Lead and Secondary where applicable
- Details of the Qualification
- Start and End date of the Learnership
4.1.2 All pages of this agreement must be initialled by the three parties and the last page be signed by all. Failure to do this renders the agreement invalid and will not be accepted by INSETA as a valid Learnership Agreement.

4.1.3 If the learner is a minor, the learner’s parent or guardian must signed the agreement on behalf of the learner.

4.1.4 The Learnership agreement must be concluded before the start of the Learnership.

4.2 Altering the terms of a Learnership Agreement

The parties to a Learnership agreement registered with INSETA may, subject to the approval of INSETA, alter the terms of the agreement, often regarding the level or the type of the qualification. INSETA will only register the alteration if a copy of the agreement, together with the alterations to the agreement signed by all the parties, is submitted to the INSETA.

4.3 Substituting a party to a Learnership Agreement

4.3.1 SETA may approve the substitution of the employer or the training provider party to a Learnership Agreement if written application, accompanied by an agreement setting out the terms of the substitution, is submitted to the INSETA.

4.3.2 The parties to a Learnership Agreement may, with the approval of the INSETA, substitute a new Learnership Agreement for an agreement that the INSETA has already registered.

4.3.3 Substitute learners may be taken onto the programme only within the first three months of commencement of the Learnership.

4.4 Terminating a Learnership Agreement

INSETA will approve the termination of a Learnership Agreement if:

4.4.1 the employer and learner have agreed to terminate the agreement;
4.4.2 the employee has terminated the contract of employment with the employer;
4.4.3 the employer or the learner has applied on good cause to terminate the agreement and the other party has had an opportunity to make representations as to why the agreement should or should not be terminated; or

4.4.4 learner is fairly dismissed for a reason related to the learner’s conduct or capacity as an employee;

4.4.5 the learner has been absent for a month from the Learnership without good cause.

A notification of termination of a Learnership Agreement must be submitted to the INSETA by the employer within a month of termination; on a Termination Report template available on the INSETA website; stating out the reasons for the termination and signed by the employer. Where the learner is not available to sign, the employer must indicate this where the learner is supposed to sign. Under no circumstances should the employer sign for the learner.

5. **Learners’ Allowances**

No learner may be paid less than the applicable allowance specified in the INSETA Learnerships Funding Policy. In line with the INSETA Learnerships Funding Policy, the following amounts are payable to learners in a Learnership for the duration of a Learnership:

- R15 000.00 is payable to ALL learners for Tuition, Assessment and Moderation, regardless of their employment and disability status
- R2 000.00 is payable monthly to Unemployed Learners as stipend
- R3 000.00 is payable monthly to Unemployed Disabled Learners as stipend

5.1 *An employer must pay to a learner any remuneration:*

- in South African currency;
- monthly as INSETA pays; and
- in cash or by direct deposit into an account designated by the learner.

5.2 *Any remuneration paid must be given to each learner:*

- at the workplace or at a place agreed to by the learner;
- during the learner’s working hours or within 15 minutes of the commencement or conclusion of working hours; and
5.3 In a sealed envelope which becomes the property of the learner.

5.4 An employer must pay remuneration not later than seven days after month end or the last day of the Learnership.

6. Information about Remuneration

6.1 An employer must give a learner the following information in writing on each day the learner is paid:

- the employer's name and address;
- the period for which the payment is made;
- the amount of learner's remuneration in money;
- the purpose of the remuneration;
- the learner's rate of remuneration and overtime rate if any;
- the number of ordinary and overtime hours worked by the learner during the period for which the payment is made;
- the number of hours worked by the learner on a Sunday or public holiday during that period if any; and

6.2 The written information referred to above must be given to each learner:

- at the workplace or at a place agreed to by the learner; and
- during the learner's ordinary working hours or within 15 minutes of the commencement or conclusion of those hours.

6.3 An employer may not make any deduction from a learner's remuneration unless:

6.3.1 the learner in writing agrees to the deduction in respect of a debt specified in the agreement; or
6.3.2 the deduction is required or permitted in terms of a law, collective agreement, court order or arbitration award.

6.4 A deduction may be made to reimburse an employer for loss or damage only if:

6.4.1 the loss or damage occurred in the course of employment and was due to the fault of the learner;
6.4.2 the employer has followed a fair procedure and has given the learner a reasonable opportunity to show why the deductions should not be made;
6.4.3 the total amount of the debt does not exceed the actual amount of the loss or damage; and
6.4.4 the total deductions from the learner’s remuneration in terms of this sub clause do not exceed one-quarter of the learner’s remuneration in money.

6.5 An employer may not require or permit a learner to:-

6.5.1 repay any remuneration except for overpayments previously made by the employer resulting from an error in calculating the learner’s remuneration; or
6.5.2 acknowledge receipt of an amount greater than the remuneration actually received.

6.6 An employer may not make any deduction from a learner’s remuneration, or require a learner to repay any amount, in respect of any tools, materials, equipment, protective clothing, uniforms or training material required for the purposes of the Learnership.

7. Ordinary Hours of Work

7.1 An employer may not require or permit a learner to work more than-

7.1.1 45 hours in any week; and
7.1.2 nine hours in any day if the learner works for five days or fewer in week; or
7.1.3 eight hours in any day if the learner works on more than five days in a week.

7.2 An employer must give a learner who works continuously for more than five hours a meal interval of at least one continuous hour.

7.3 A learner must be remunerated for a meal interval in which the learner is required to work or is required to be available for work.

7.4 An employer must pay a learner who works on a Sunday at double the learner’s allowance for each hour worked, unless the learner ordinarily works on a Sunday, in which case the employer must pay the learner at one and one-half times the learner’s allowance for each hour worked.

7.5 An employer may not require a learner to work on a public holiday except in accordance with an agreement.
8. Leave

8.1 Annual Leave

A learner who has entered into a Learnership Agreement in respect of Learnership requiring more than 120 credits is entitled to one week’s paid leave for every 40 credits that the learner earns during the Learnership or every four months worked whichever is the lesser.

8.1.1 Leave must be taken-
(a) in accordance with an agreement between the employer and learner; or
(b) at a time determined by the employer

8.1.2 An employer may not pay a learner instead of granting paid leave in terms of this clause except-

8.2 Sick Leave

This is to be regulated in accordance with the Basic Conditions of Employment Act.

8.3 Maternity Leave

8.3.1 A learner is entitled to at least four consecutive months’ maternity leave. An employer cannot terminate the Learnership Agreement on the basis of the learner being on Maternity leave.

8.3.2 Where the Theoretical component of the Learnership was not completed by the time the learner leaves for Maternity leave, the employer and the Training Provider must decide on how they will ensure that the learner covers all the training when the learner comes back.

A learner is not entitled to receive her allowance during any period of maternity leave she takes.
8.4  Family Responsibility Leave

This clause applies to a learner-

8.4.1 who has been in a Learnership with an employer for longer than four months; and
8.4.2 who works for at least four days a week for that employer.

An employer must grant a learner, during each annual leave cycle, at the request of the learner, three days’ paid leave, which the learner is entitled to take:-

(a) when the learner’s child is born;
(b) when the learner’s child is sick; or
(c) in the event of the death of-
   (i) the learner’s spouse or life partner; or
   (ii) the learner’s parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

9  Keeping of Records

Every employer must keep all Learnership records either, at their premises or at the Training Provider’s; depending on their agreement; for a period of three years after completion of a Learnership; in case they are needed by INSETA Auditors.

10. Completion of a Learnership

On completion of a Learnership, a learner is entitled to a Certificate of Service from the employer, indicating the following:-

10.1 the learner’s full name;
10.2 the name and address of the employer;
10.3 a description of the training and workplace experience the learner was exposed to during the Learnership;
10.4 the date of commencement and date of termination of the learners’ employment with the employer;
10.5 the remuneration at date of termination; if the learner so requests;
10.6 the reason for termination of employment.
11. **INSETA Learnership Application Process**

INSETA Stakeholders can apply for Learnerships Grants for the following:

11.1 *Insurance-Specific Learnerships quality assured by INSETA ETQA*

11.2 *Cross-Sectoral Learnerships quality assured by other SETAs ETQAs through MoUs between other SETAs and INSETA.*

11.3 *Process Flow for INSETA Learnerships*

11.3.1 The Lead Employer obtains an accredited Training Provider, which may be accredited with INSETA or any other SETA ETQA. The Training Provider does not have to be accredited by INSETA.

11.3.2 The Lead Employer submits a Learnerships Grant Application to INSETA online within the open window period.

11.3.3 INSETA reviews the Learnership Grant Application and if all required information is submitted, make recommendations for the provisional allocation of funds.

11.3.4 INSETA communicates to the applicant, provisional allocation of funds, Username and Password for loading of learners on the system and the Learnership reference number (LGA-number).

11.3.5 The applicant registers the loads the learner information on the system and submits the information online to INSETA, together with the Learnership Agreements duly signed by learners, Employer and Training Provider. In addition, the Employer and Training Provider must submit to INSETA a copy of a contract (SLA) signed by before the Learnership commences, which INSETA will also sign, to regulate the implementation of the Learnership.
11.3.6 Learnerships grants are paid on commencement of the Learnership, midway into the Learnership and at closure of the Learnership.

11.3.7 Six month into the Learnership, the employer submits Progress Reports to the INSETA Learning Division. Once the reports are evaluated, the INSETA ETQA Division to set up a Verification appointment with the Training Provider.

11.3.8 Learnership Grants will only be paid out on progress milestones and on the satisfaction of INSQA after Verification.

11.3.9 On completion of the Learnership, the Training Provider loads the learner credits on to the National Learner Record Database.

11.3.10 INSETA ETQA ensures that the information is captured on the NLRD and issues learner certificates to the Training Provider.
**PLEASE NOTE**

11.4 The steps above, except for payment of grants, apply to both funded and non-funded Learnerships.

11.5 No Learnership, funded or non-funded, should be conducted without the prior knowledge of the INSETA. Employers should still apply online even though they do not require grants from INSETA. This is to ensure that quality assurance of learning takes place and learners are on the INSETA system to receive their certificates at the end of the Learnership.

11.6 INSETA reserves the right to conduct Site Visits before allocation of Learnerships grants and anytime during progression of the Learnership.

11.7 Learnership Grants will only be paid out on submission of required complete reports to INSETA Learning Division and on attainment of progress milestones as confirmed by INSETA ETQA.

11.8 Proof of payment of learners’ stipends must be submitted with both Progress and Closure reports.

11.9 Information of placement of learners at the end of the Learnership must be submitted together with the Closure Report.

11.10 Any reports submitted without the required additional documents will be deemed incomplete and no grant payment will be made against incomplete reports.

11.11 Reporting Templates are available on the INSETA website.
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