



**REPUBLIC OF KENYA**  
**MINISTRY OF LABOUR AND HUMAN RESOURCE DEVELOPMENT**

**DIRECTORATE OF INDUSTRIAL TRAINING**  
*(Industrial Training Act Cap 237)*

**TYPE OF THE CONTRACT OF APPRENTICESHIP:**

1. Technician

2. Craft

**THE EMPLOYER:**

Name:.....

Address:.....

Tel .....Fax .....

**THE APPRENTICE:.....**

This Contract should be submitted in triplicate to the Director of Industrial Training, Ministry of Labour & Human Resource Development, Nairobi.

**Reg. No:.....**

- |    |              |                          |                                      |
|----|--------------|--------------------------|--------------------------------------|
| 1. | Employer's   | <input type="checkbox"/> | } <i>Please, tick as Appropriate</i> |
| 2. | DIT's        | <input type="checkbox"/> |                                      |
| 3. | Apprentice's | <input type="checkbox"/> |                                      |

**THE EMPLOYER**

Name:.....

Address:

Postal .....

Tel: No.....Fax No:.....

Email .....

Physical:

Town:.....Road/Street.....

Building:.....Floor/Room No.:.....

**THE APPRENTICE**

Name: .....

I.D/ No.....

Address.....

.....

.....

Date of Birth.....Apparent Age.....Years

Technician Apprenticeship in.....(Occupation)

Period of Apprenticeship.....

Date computed from.....

**THE APPRENTICE AGREES** to serve the employer as an apprentice for the term of the apprenticeship in order to learn the occupation(s) and gain experience and the employer agrees to teach the apprentice the occupation(s) and to provide facilities for that purpose.

### **THE APPRENTICE WILL**

- (1) Serve the employer faithfully, honestly and diligently and obey all lawful and reasonable commands and requirements of the employer or of those duly placed in authority over him, and pursue diligently and studies which he is required under this contract to pursue;
- (2) Not commit or permit or be accessory to any waste of, or damage or other injury to the property, goods or reputation of the employer;
- (3) Not divulge any of the employer's secrets;
- (4) Not absent himself during working hours without permission of the employer
- (5) Not work for any person other than the employer, nor engage in any trade or business, without first receiving the employer's consent in writing;
- (6) Attend such classes or take such correspondence courses as the employer may require;
- (7) Reach the required standard in practical and technical knowledge of the occupation and pass at the appropriate time those proficiency tests and examinations, which are relevant to the occupation. Failure to pass the tests as laid down under the National Industrial Scheme or other relevant examinations may lead to this contract being terminated or extended and the yearly increment withheld.

## THE EMPLOYER WILL

- (1) employ the apprentice and pay him for so long as he shall observe and faithfully perform the terms and conditions of this contract. Payment of wages is based on the percentage of a Trade Test Grade I artisan wage as applicable to a particular Industry's negotiated terms between an employer and Union. You may seek further clarification from the Director of Industrial Training.

With respect to this contract the monthly wages will be paid as follows:

| <u>Year</u>                   | <u>Percentage</u> | <u>Amount</u><br><i>ksh</i> |
|-------------------------------|-------------------|-----------------------------|
| First Year of Apprenticeship  | .....             | .....                       |
| Second Year of Apprenticeship | .....             | .....                       |
| Third Year of Apprenticeship  | .....             | .....                       |
| Four Year of Apprenticeship   | .....             | .....                       |

- (2) by the best means in his power teach and instruct the apprentice, or if the employer shall so desire, cause him to be taught and instructed, in the occupation(s);
- (3) provide at his own expense proper tools and materials for the purpose of instruction of the apprentice. The tools become the property of the apprentice on completion of the course;
- (4) furnish in respect of each year, in such form and within such period as the Director of Industrial Training may require, reports on the progress and conduct of the apprentice;
- (5) release the apprentice from his work when necessary for attending classes, and continue to pay his wages during the period for which he is so released;

- (6) Pay all fees for the classes or correspondence courses which the employer may require the apprentice to attend or take for his instruction, provided the apprentice attends such classes regularly and obtains a satisfactory report at the end of the course;
- (7) grant the apprentice conditions of employment as follows:

#### (a) Hours of Work, Overtime

The normal hours of work shall be those prescribed in the negotiated agreement applicable to the industry. Apprentices in the first two years of apprenticeship shall not work overtime provided always that this does not interfere with their attendance at technical classes. When overtime is worked they shall be paid extra in accordance with the current negotiated agreement applicable to the industry.

#### (b) Housing

The wage is a consolidated one and housing is not provided; neither is any housing allowance payable.

- (c) In the event of the apprentice being incapacitated by illness certified by an approved doctor he shall be entitled to full wages for a period of one month and half wages for a further month in any one year of the apprenticeship.
- (d) Leave of absence with pay shall be granted for 21 consecutive days after 12 months employment, in addition he shall be granted leave with pay for all gazetted public holidays

**THE FOLLOWING GENERAL CONDITIONS SHALL APPLY TO THIS CONTRACT**

- (1) This contract shall be read subject to the provisions of the Industrial Training Act (Cap.237).
- (2) The first six month of the term of apprenticeship shall be a period of probation, during which the contract may be terminated only with the approval of the Director of Industrial Training.

**AS WITNESS** the hand of the parties hereto this.....

Day of....., Year.....

Signed by the said apprentice.....

In the presence of:

Name.....

Position.....

Signature.....

Signed and sealed by the said employer:

Name.....

Position.....

Signature.....

In the presence of:

Name.....

Position.....

Signature.....

**APPROVED**

Reg. No.....

Director of Industrial Training

Date:.....

**FOR OFFICIAL USE ONLY**

**REGISTRATION**

In accordance with the provisions of section 11 of the Industrial Training Act (Cap.237).

I hereby register this contract.

Date:.....  
Director of Industrial Training

**COMPLETION**

**TO:** Director of Industrial Training  
Ministry of Labour & Human Resource Development  
NAIROBI.

In accordance with the provisions of section 19 of the Industrial Training (Amendment) Act, 1971, I hereby certify that the contract has been completed by the apprentice concerned and I accordingly request that he be granted a Certificate of Apprenticeship.

Date:.....  
*Signature of Employer*

**TERMINATION**

In accordance with the provisions of section 13 of the Industrial Training Act (Cap.237) this contract is hereby terminated.

Date:.....  
*Director of Industrial Training*

**TRANSFER**

In accordance with the provisions of section 12 of the Industrial Training Act (Cap. 237) it is hereby agreed that the rights and obligation under this contract shall from the date of registration thereof be transferred.

From

Present Employer.....

of (Address).....

carrying on business as.....

To

New Employer.....

of (Address).....

carrying on business as.....

In witness hereof of the contracting parties have hereunder affixed their signatures:

Present Employer.....

Witnessed by this..... day of..... Year.....

New Employer.....

Witnessed by .....

I hereby approve this transfer and confirm its registration.

Date:.....

.....  
*Director of Industrial Training*

# ENDORSEMENTS