



Skills for Business
Jobs for Youth

Global
Apprenticeship
Network

Code of Good Practice for Employers: Work Readiness Programmes for Youth

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Presented by:



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Acronyms

ECAM	Employers' Consultative Association of Malawi
GAN	Global Apprenticeship Network
GNN	GAN National Network
MCCCI	Malawi Confederation of Chambers of Commerce and Industry
OSH	Occupational Safety and Health
TEVET	Technical Entrepreneurial and Vocational Education and Training
TEVETA	Technical Entrepreneurial and Vocational Education and Training Authority
WRP	Work Readiness Program

Preface

This Code of Good Practice for Employers was developed through a partnership between the Employers' Consultative Association of Malawi (ECAM) and the Global Apprenticeship Network (GAN) and was drafted by an independent consultant. Input was collected from Employers, Government, Trade Unions and UNESCO during a collaborative workshop held in March 2017. This Code forms part of the core guidance for Employers from the GAN National Network (GNN) in Malawi.

Introduction

This Code of Good Practice is written for Employers who are interested in establishing a work readiness programme (WRP) in their company – which may include either an apprenticeship or internship – or who would like to improve the opportunities they offer to young people. It is designed to function as a guide to help Employers meet the following needs and opportunities in Malawi:

- Youth, particularly young women, are disproportionately affected by unemployment in Malawi and subject to economic shocks.
- Despite high levels of unemployment, Employers experience difficulty finding candidates with the relevant qualifications. Many industries in Malawi report a mismatch between theoretical training provided at technical schools and the skills needed in their sector.
- Various studies have identified a shortage of skilled workers as one of the key constraints to local and foreign investment in Malawi.
- Despite the high level of willingness among companies and the growing demand for work readiness training, the supply of available opportunities is not meeting the demand due to capacity issues.
- The large majority of those willing to undertake vocational employment find themselves working in informal sectors due to various financial and non-financial barriers.
- The regulatory environment provides little detail on the implementation of labour standards to ensure that decent work conditions for Apprentices/Interns, particularly in the informal economy, are applied.
- There is a lack of standardization regarding the guidelines, conditions and certification of work readiness programmes offered to youth in Malawi.

In order to meet the growing demand for work readiness programmes in Malawi and respond to the need for greater clarity, structure and consistency in the provision of opportunities for youth, we, as Employers, have agreed to the principles and practices laid out in this document with regard to the provision of work readiness programs for young workers.

This is not intended to be a binding document, but to facilitate the effective implementation of Malawi's legal and policy framework. As such, the Code is designed to protect youths' right to gainful employment opportunities in any sector either upon completion of formal or non-formal education and/or when entering legal working age in the country. It recognizes the role of adults toward youth set forth in the National Youth Policy and promotes the associated principles accordingly.

Section I. Employer Commitment to the GAN National Network in Malawi

The Global Apprenticeship Network (GAN) is a coalition of committed companies, international organizations, businesses and Employers' federations who promote and create work readiness programmes (WRP) for youth and foster skills development for businesses. As Members of the GAN National Network (GNN) in Malawi, we adhere to the following GNN Principles:

- Strengthen the commitment and visibility of companies' and organizations' engagement in apprenticeships and internships as part of a sound human capital development strategy.
- Share the best practices in the areas of apprenticeships, internships, mentoring and on-the-job training.
- Encourage a network of committed companies and organizations, at the global and local levels, to support effective knowledge sharing action programmes and partnerships and to scale up international cooperation to this effect.

Section II. Employer Commitment to Advocacy

As part of the GNN in Malawi, we acknowledge that a supportive enabling environment for work readiness programmes allows Employers to provide more opportunities for youth and to maximize the quality and effectiveness of their offerings.

The GNN in Malawi has prioritized the following area for advocacy:

1. Increased budgetary support from the Government for Technical Entrepreneurial and Vocational Education and Training (TEVET);
2. The skills and apprenticeship training component of the TEVET Authority (TEVETA) Fund to be co-managed with the social partners;
3. Employer utilization of the TEVETA Fund;
4. Increased private sector involvement, through ECAM and Malawi Confederation of Chambers of Commerce and Industry (MCCCI), in the development and review of the National Human Resources Development Plan, particularly in the key growth sectors of the economy;
5. Tax rebates and incentives for Employers in the formal and informal sector that demonstrate the provision of quality apprenticeships and graduate internship programmes;
6. Increased number of sector skills development centres/programmes and building on current initiatives;
7. Further research regarding skills, market needs, employment trends, work conditions and other apprenticeship-related issues;
8. Sectoral recognition of prior learning; and
9. Timely revision of the minimum allowance for Apprentices/Interns, per sector.
10. Revision of the apprenticeship policy framework to take into account new developments in the delivery of national apprenticeship programmes

Section III. Core Elements of Work Contracts

Employers will establish an apprenticeship/internship policy that sets the structure for the WRP, including a system for monitoring adherence to minimum OSH standards, to be developed in line with the guidance provided in the Code of Good Practice and the GNN Toolkit for Employers.

The following is a list of key core elements for the development of Work Contracts for youth engaging in WRPs. While it is recognized that these items may not be included in the terms and conditions of service

for the company, they would ideally be included in the Contract established between the Employer and the Apprentice/Intern.

A. Apprentice/Intern Role and Expectations

1. Clear roles and expectations regarding the Apprentice/Intern's job description and scope, as well as the responsibilities of their Mentor, will be outlined in a Contract to be signed by both the Apprentice/Intern and the Employer at the beginning of the WRP and in consideration of the existing regulatory framework and Code of Good Practice.
2. A Code of Conduct, developed by the Employer, will be provided to both the Apprentice/Intern and the Mentor. This Code will address issues of workplace harassment or abuse (sexual, verbal, and physical).
3. The duration of the position and the tasks involved will correspond to the specific learning objectives established at the start of the programme.
4. Apprentices/Interns and Employers are free to terminate their relationship and dissolve their Contract at any time by providing written notice. The notice period will be determined at company level in consideration of the existing regulatory framework.
5. An Apprentice/Intern's allowable emergency and sick days (given the provision of medical proof) will be guided by the Contract.
6. A method of recording the Apprentice/Intern's attendance will also be included in the Contract.

B. Remuneration and Social Protection Benefits

1. Employers will provide remuneration in the form of allowances/stipends (for example, upkeep allowances to cover transport, lodging and meals) in an amount specified in writing at the beginning of the WRP, contingent upon the fulfillment of their required hours and duties. Aside from government-regulated minimum allowances, Employers can meet at sectoral level to agree on minimum allowances/stipends for their sector or industry, and Employers will comply with these guidelines as they are developed.
2. Employers will endeavor to identify resources for the provision of social security benefits (e.g. TEVETA) such as medical aid and gratuity for Apprentices/Interns who will be serving for longer than a six month period.
3. Recognition of efforts and good performance will be provided to the Apprentice/Intern according to the practices of the Employer.

C. Occupational Safety and Health (OSH) Considerations and Hours of Work

1. The Apprentice/Intern's work Contract will establish the number of working hours per week, and will include considerations regarding lunch and health breaks.
2. Employers will provide safe and healthy workplace conditions for Apprentices/Interns which comply with minimum OSH standards according to Malawi law, as well as all Personal Protective Equipment relevant to the sector to which they are assigned.

Section IV. Other Provisions for Work Readiness Programmes

Employers also agree to the following practices and provisions in the development of WRPs:

A. Supervision

1. Upon initiation of the work readiness programme, Apprentices/Interns will be provided with a Mentor at the job site who is proficient in the skills and knowledge related to the role to which they are assigned.
2. At the beginning of the working relationship, Mentors and Apprentices/Interns will together establish clear goals with regard to: (a) the role of the Mentor, and (b) the expected tasks for the youth.

3. Before Apprentice/Intern is given a Mentor, the Mentor will be apprised of the WRP and provided with guidance for supervising the student. If it is agreed to, especially in cases where the Mentor is not from within the company, the Mentor will be compensated for their time. If funds are not available this may be in the form of a paper of recognition or certificate, which may acknowledge that they are qualified to train other Mentors.
4. The Mentor will have an Overseer who provides oversight to the WRP and helps resolve any disagreements between the Mentor and the Apprentice/Intern.
5. The Training Institution will be involved in the supervision of the WRP and the relationship between Employer and Institution will be defined in a Memorandum of Understanding.

B. Assessment and Certification

1. Apprentices will be provided with clear performance evaluation criteria at the beginning of their service period.
2. Apprentices/Intern's performance will be assessed using the Employer's internal appraisal system.
3. Mentors will provide ongoing, periodic feedback to the Apprentice/Intern and the assessment certification body at a predetermined time interval.
4. Assessment of the WRP will include a two-way feedback mechanism for Employers and Training Institutions (such as a Logbook that includes input from both the Employer and the Trainer). This mechanism will provide not only technical evaluation but assessment of soft skills.
5. Training Institutions will also be involved in the supervision of the Apprentice/Intern, with Supervisors visiting the Employer to observe the performance of the Apprentice/Intern.
6. At the end of the WRP, the record of training will be delivered to the Training Institution as part of the Apprentice/Intern's performance review. Apprentices/Interns will be at liberty to access their record from the Training Institution, or from the Employer in the case of those who are no longer in school.

C. Engagement Practices

1. Advertising and other sourcing will be transparent and include a detailed description of the tasks and working conditions involved in the work readiness programme.
 2. Employers will not discriminate with regard to age, sex, marital status, culture, religion, ethnicity, disability and other vulnerabilities including HIV status in the hiring of Apprentices/Interns.
- D. Addressing Complaints, Grievances and Disciplinary Issues
1. A complaints mechanism will be established and agreed upon by Employer and Apprentice/Intern at the start of the apprenticeship period.
 2. Mutual consent will be provided, in writing, by both parties regarding the resolution of the disagreement.
 3. Disciplinary issues will be handled as per the Employer's regulations.

Annex 1: Model Contract for Work Readiness Programme

Contract of Apprenticeship

This Contract of Apprenticeship is made the Day of20... and
Between..... whose registered offices is at (hereinafter called the employer) of the
first part and born on the day of 20.... (hereinafter called the apprentice) of
the second part and (where necessary) and The parent, guardian or training institution
(hereinafter referred to as the guardian) of the third part.

(i) Whereas the apprentice has attained the age of 15 years, (ii) has been examined by a registered medical practitioner and certified by such registered medical practitioner to be in a sufficient standard of physical fitness to perform the work of the trade to which he is bound without danger to himself or others, and (iii) has attained the educational standard required by the guardian or any prior learning.

The parties hereby agree to the following

1. The apprentice of his own free will, and with the consent of the guardian, hereby binds himself to serve the employer as an apprentice for the term of From the date hereof to learn the trade/s of.....

2. The employer hereby agrees with the guardian and with the apprentice as follows:

The employer will accept the apprentice as his apprentice during the said term and will do to the best of his power, skill and knowledge instruct, or cause the apprentice to be instructed, in accordance with such directions as may be given by the guardian.

The employer will pay to the apprentice every calendar month during the said term, not less than such allowances as may be specified in the Government Gazette as published from time to time.

The employer will provide the apprentice with a safe and healthy working environment.

The employer will, during the illness of the apprentice where such illness is caused by his employment, provide medical attention.

The employer will provide feedback to the guardian regarding progress of the apprentice at intervals agreed to between the employer and the guardian.

The employer will grant the apprentice paid leave provided the apprentice has completed a continuous period of three months as an apprentice under this contract.

3. The guardian and the apprentice hereby jointly and severally agree with the employer as follows:

The apprentice will faithfully and industriously serve the employer at or at any other place within Malawi as the employer may from time to time direct.

The apprentice will always conform to the terms and conditions of the employer and obey lawful orders given to him/her.

The apprentice will attend such courses of instruction as the employer may direct.

The apprentice will not do or knowingly suffer any damage to be done to the goods, moneys, vehicles, machines, tools or other property of the employer put into his custody or care, and will not misuse or waste them or lend or dispose them to anyone without the consent of the employer.

The apprentice will keep the secrets of the employer and will in all things behave towards the employer as if he were employed as an employee of the employer.

The employer shall be at liberty to deduct from the allowance to be paid to the apprentice, any sum of money which may be reasonable for any loss of time occasioned by the unauthorized absence or other incapacity to work of the apprentice, and also for any loss which the employer may sustain by reason of the negligence or misconduct of the apprentice may deduct from the allowance.

If the apprentice at any time is willfully disobedient to the lawful orders or instructions of the employer, or leaves the service of the employer, or is negligent or otherwise misbehaves himself towards the employer or does not observe in all respects the terms and conditions of this contract as well as the terms and conditions of service of the employer then, in such case, it shall be lawful for the employer to terminate the apprenticeship contract without or less notice. Upon termination of this contract the apprentice shall not be granted a leaving certificate or record of training.

Signed this day of At

By

For the Employer

For the Apprentice

For Guardian/Training Institution

With the support of
the Global Apprenticeship Network



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