

Construction Tradesman Collaborative Training Scheme (CTS)

Framework Document

By Construction Industry Council

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此文件關於建造技工合作培訓計劃。如有需要索取此文件的中文版本, 請致電 2100 9335 或以電郵 ryanhoi@cic.hk 與許文耀先生聯絡。

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Table of Content

- 1. Purpose
- 2. Terminology
- 3. Background
- 4. Nature of the Scheme
- **5.** Detail of the Scheme
- **6.** Requirement for Applicants
- 7. Role of Construction Industry Council
- **8.** Application Procedures
- 9. Monitoring Procedures
- 10. Reimbursement of Payment of Subsidy and Bonus
- 11. Termination of Agreement
- 12. Bankruptcy and Receivership
- 13. Special Condition
- **14.** Avoiding Conflict of Interests
- **15.** Personal Data Collection Declaration
- Annex A Work Trades and Training Period
- **Annex B** Trainee Allowance
- **Annex C** Trainer to Trainee Ratio and Trainer Allowance
- Annex D Employer Application From
- **Annex E** Employer Application From (Sample)
- **Annex F** Trainee Application Form
- **Annex G** Trainee Allowance Processing Form
- Annex H Employment Contract Sample
- Annex I Application Procedure Flow Chart
- Annex J Payment Procedure Flow Chart
- Annex K Flow Chart of CTS

1. Purpose

The purpose of this document is to set out the procedures of the Construction Industry Council (CIC) in handling the Construction Tradesman Collaborative Training Scheme (CTS).

2. Terminology

In this document, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:-

a.	Agreement	Training agreement made between CIC and the Employer
		comprising this Framework Document, the Application
		Form submitted by the Employer and approved by the CIC
		and the Terms and Conditions annexed to the Application
		Form.
b.	CIC	Construction Industry Council
C.	CITB	Construction Industry Training Board
d.	Approved	The CTS application of the Employer approved by the CIC.
	Project	
e.	Scheme	Construction Tradesman Collaborative Training Scheme
f.	Subsidy	Trainee Allowance; Trainer Subsidy & Completion Bonus

3. Background

- 3.1 The construction industry has been experiencing worker shortage since year 2007, against this background, the CIC has initiated five collaborative training schemes between year 2011 and 2014 to collaboratively train up semi-skilled workers with the industry. Under these schemes, trainees are recruited on a first-hire-then-train basis and primarily trained on-site. In support of the schemes, the CIC provides allowances to employers for trainees, subsidies for trainers.
- 3.2 In order to optimize the current collaborative training schemes, the CIC implements the "Construction Tradesman Collaborative Training Scheme"

(CTS). The scheme aims at integrating the current five collaborative training schemes, at the same time focusing on trades with severe shortage and simplifying the application procedure.

4. Nature of the Scheme

- 4.1 The scheme follows training approach of cooperative training schemes. It consists of initial training and site training which are conducted collaboratively with employers.
- 4.2 The scheme follow "first-hire-then-train" basis. The trainings is composed into 2 modules. The first module is initial training conducted by the CIC. and the second module is the on-site training conducted by the employer. The overall training period is fixed at 75 days or 150 days depends on work trades.
- 4.3 Trainees will first receive initial training which consists of two parts general knowledge training and fundamental skill training. The general knowledge training introduces the background of local construction industry; professional ethics and major work trades. The fundamental skill training is introduces basic operation skills of relevant work trades. General Knowledge training is provided to all work trades while fundamental skill training is provided to selected trades only.
- 4.4 During on-site training, trainees can learn and practice relevant work trades' skills set by on job training provided by the employers.

5. Details of the Scheme

5.1 Trainee Eligibility

To participant in this Scheme, a trainee must meet the follow requirements:

- i) Aged 18 or above, physically fit for training ; and
- ii) Hong Kong Residents and have permit to work in Hong Kong ; and
- iii) For those who have not taken CIC's Enhanced Construction Manpower

- Training Scheme (ECMTS)/Manpower Shortage Work Trade or other full time training courses offered by the CIC or another training bodies funded by the CIC within one year after graduation; or
- iv) For those who have not taken CIC's Technician programmes within two years after graduation.
- v) Holders of skilled workers or semi-skilled workers qualification are not eligible to participate in the Scheme of relevant trades.

5.2 Employer Eligibility

To participant in this Scheme, a employer must meet the follow requirements:

- Main Contractor / Sub-contractors registered under the Sub-contractors Registration Scheme; and
- ii) possess at least one construction contract, either in progress or ready to commence. The nature of the construction, in whole or in part, must be appropriate to the type of work trade applied.

5.3 Eligible Trades

There are 25 work trades in total under this scheme, for details please refer to Annex A.

5.4 Training Duration

The overall training period is fixed at 75 days or 150 days depends on work trades, for details please refer to Annex A.

5.5 Requirement on Employing Trainees

5.5.1 The employers are required to sign "Employment Contract" with their employees which state clearly that the monthly salary not less than HK\$13,400. The employers contract shall comply with the employment laws of the Hong Kong Special Administrative Region (HKSAR). The Employment Contract sample in Annex H is for reference only.

- 5.5.2 The employers are required to provide adequate insurance coverage for its training, including Contractor's All Risk, Third Party Liability, Employee Compensation and any other insurance necessary for the execution of the trainings under the Scheme. Such insurances shall cover the trainees and trainers.
- 5.5.3 If any violation of the agreement or the laws of Hong Kong Special Administrative Region (HKSAR) by the employers is discovered, the CIC will ask the employer to rectify the problem within one month and the employer shall report to the CIC afterward. Otherwise, the CIC will terminate the agreement and stop issuing any subsidy afterward. The CIC reserves the right to reclaim any issued subsidy.

5.6 Trainee Allowance

5.6.1 During the initial training period, the CIC will provide an allowance of HK\$10,000/month to trainees (subject to full attendance). Trainee allowance will be prorated base on trainees' attendance. The number of leave or absent shall not exceed 5% of the total initial training days.

Example:

During initial training period, a trainee absented 5 days one month, base on 25 training days per month, the trainee allowance for that month would be: $$10,000 \times (25-5)/25 = $8,000$

- 5.6.2 During the initial training period, if any classes cancelled due to inclement weather or other special circumstances, the trainee allowance of that day would not be issued. In case of any special event, The CIC would consider independently.
- 5.6.3 During the on-site training period, the CIC will provide an trainee subsidy of HK\$6,500/month/trainee to employers if trainees work more than 20 days per month. Trainee subsidy will be prorated if the trainee work less than 20 days/month. Annual leave, sick leave and work injury leave will also count as working days.

Example:

During practical training period, a trainee works 18 days in one month, base on 25 working days per month, the trainee subsidy for that month would be: $\$6,500 \times 18/25 = \$4,680$

5.6.4 Once the training period end, the CIC will stop issuing the trainee allowance.

5.7 Trainer Allowance

- 5.7.1 During the practical training period, the CIC will provide a trainer allowance of HK\$30,000/month per 4 trainees to employers for employing site trainers.
- 5.7.2 The trainer allowance would be prorated if the number of trainees is less than the approved number. For example, the required trainer to trainee ratio is 1:4 but only 2 trainees could be recruited, the trainer allowance would be halved.
- 5.7.3 During the on-site training period, the CIC will provide an trainer allowance of HK\$30,000/month to employers if the trainers work more than 20 days per month. Trainee subsidy will be prorated if the trainers work less than 20 days/month. Annual leave, sick leave and work injury leave will also count as working days.

Example:

During practical training period, a trainer works 18 days in one month, with one trainee following him, base on 25 working days per month, the trainee subsidy for that month would be:

$$$30,000 \times 1/4 \times 18/25 = $5,400$$

5.7.4 If trainees quit during practical training period, the CIC would still provide the original amount of trainer allowance to employers. For example, a trainer is training 4 trainees on site, 2 trainees quit at the 2nd month during practical training period due to personal reason, in this case the CIC would still paid the full amount of trainer allowance for the first 2 months. As only 2 trainees left in third month, trainer

allowance would be calculated base on 2 trainees. The trainer allowance would still be prorated if the reason of the quit is unreasonable dismissal by employers or trainers fail to follow the training syllabus.

5.7.5 Once the training period end, the CIC will stop issuing the trainer allowance.

5.8 Employer and Trainee Completion Bonus

- 5.8.1 An one-off HK\$10,000 completion bonus will be provided by the CIC to trainees who pass the Intermediate Trade Test (ITT) or Certification Test of relevant work trades within two attempt.
- 5.8.2 An one-off HK\$10,000 completion bonus will be provided by the CIC to employers for each of their trainee passes the Intermediate Trade Test (ITT) or Certification Test of relevant work trades within two attempt.

5.9 Requirement on Trainer

- 5.9.1 Employers should arrange qualified trainers themselves and seek CIC approval before the training begins.
- 5.9.2 A qualified trainer must meet the following requirement:
 - i) Holder of **Registered Skilled Worker** of relevant work trade through the "Senior Workers Registration Arrangement"; or
 - ii) Holder of relevant **trade test certificate** with not less than **5 years** relevant post qualification working experience, and registered as Skilled Worker.
- 5.9.3 For the work trade of Crawler Crane Operator (Apprenticeship), the qualification of trainer shall according to the Labour Department "Course Design and Specifications for Training Courses for Operators of Crane", the trainer on the practical session should at least possess the following:
 - i) Adequate training on operation of crawler crane (e.g. possession

- of a certificate of competency issued by the manufacturer/supplier or valid operator certificate of crawler crane); and
- ii) Substantial experience on operation of the crawler crane involved (normally three years' relevant experience is preferred); and
- iii) Possess a Continuing Education Diploma in Occupational Safety and Health Practices issued by Occupational Safety and Health Council (OSHC); or
- iv) Possess mandatory basic safety training; and
- v) Possess a certificate of Safety Supervisor Course issued either by OSHC or CIC.

Trainers are required to comply with the relevant legislative provisions while working at construction sites and operating crawler cranes.

- 5.9.4 "Site Trainer Instructing Techniques Course" provided by the CIC is a compulsory course of all site trainers. All site trainers are required to obtain the certificate before instructing on site. For trainers who possess the following could apply for exemption:
 - i) had been working as an site trainer in any CIC Cooperative Training Schemes; and
 - ii) had successfully lead trainee to complete training and passes the Intermediate Trade Test or Certification Test.
- 5.9.5 For requirement on trainer to trainee ratio, please refer to Annex C.

5.10 CIC Follow-up Training

To address the difficulties trainees encountered and providing further knowledge, the CIC will provide follow-up training after on-site training begins. All trainees are required to attend the follow-up training one day per month.

5.11 Intermediate Trade Test (ITT) / Certification Test

5.11.1 Within 3 months after the end of training, trainees are required to take the Intermediate Trade Test (ITT) or Certification Test provided by the CIC.

- 5.11.2 The CIC will provides one Intermediate Trade Test (ITT) / Certification Test and one re-take for free. Thereafter, normal fees will be charges for any subsequent Tests.
- 5.11.3 Certificate will be issued to the candidate who passes the Intermediate Trade Test (ITT) / Certification Test.

5.12 Application Assessment

- 5.12.1 Once the employers submit application, the CIC will check the eligibility of the application, including:
 - i) Copy of Business Registration Certificate; and
 - ii) Trainers CV; and
 - iii) Copy of Trainers Registered Skilled Worker Certificate; and
 - iv) Copy of Trainers relevant Trade Test Certificate (If any); and
 - v) Copy of Construction Contract or valid proof document (submit before training begins)
- 5.12.2 If the application is approved, the CIC will issue a letter notifying the employer. The employer shall commence the training within 12 months from letter issued date, aproved training places will be forfeited if the employer fail to commence within such time period. A new application is required if the employer wishes to apply for the scheme again.
- 5.12.3 The approval of training places is under first-come-first-serve basis.

5.13 Relocation of training site

The employers may change the training location from the specified site in the contract to another site, provided that it is necessary or desirable for the completion of training. Application quota belongs to the original site specified in the contract only. The nature of the construction, in whole or in part, must be appropriate to the type of trainees to be trained under the scheme. Any relocation of training sites must be reported to the CIC within one month by written notice.

5.14 Site Inspection

Free site access shall be provided or maintained by the employer for the CIC to carry out site inspections during the course of training including but not limited to access to the site of the Contract. The employers shall submit trainees log sheets monthly for CIC checking.

6. Requirement on Employers

- 6.1 As the scheme is "first-hire-then-train" basis, employers are required to submit proof of employment and trainer qualification for the CIC approval, including employment letter issued by the employer; Registered Skilled Worker Certificate; Trade Test Certificate and Trainers CV etc.
- 6.2 Once the application is approved by the CIC, the employers should sign employment contract with qualified trainees, the copy of the signed employment contract and other required documents shall be submitted to the CIC for approval.
- 6.3 The employment contract shall comply with the employment laws of the Hong Kong Special Administrative Region (HKSAR). The contract period should not less than the training period, which is 75 days or 150 days depends on work trades.
- 6.4 The employers shall pay salary on monthly basis to their trainees.
- 6.5 The employment contract shall mention clearly the amount of wages and payment method. The CIC is not responsible for the terms and condition of the employment contract.
- 6.6 During on-site training period, Employers shall submit trainees attendance record monthly for the CIC calculation of the trainees allowance.
- 6.7 Free site access shall be provided or maintained by the employer for the CIC to carry out site inspections during the course of training including but not limited to access to the site of the Contract. If irregularities are spotted,

- the CIC will impose more frequent site visits and inspections to ensure the employers are meeting the training requirements.
- 6.8 If there is any quiting of trainees, the employers shall report to the CIC within 7 working days. If the employer fails to report within one month, the CIC will record on file and will reconsider any furture application from the employer.
- 6.9 Employers shall arrange one day per month for their trainees to attend the follow-up training provided by the CIC. The employers shall pay their salary for that day.
- 6.10 Employers should attend a 3 hours kick-off meeting when training begins.

7. Roles of the CIC

- 7.1 The CIC will assist the implementation of the scheme and provide standard training documentation to the employers for reference.
- 7.2 The CIC will examine the training records, progress and supervision reports. The CIC will conduct periodic site visits and inspections during training period to ensure that the training is properly conducted.
- 7.3 The CIC shall assess the skill level of trainees achieved at the completion of training by conducting the intermediate trade test or certificate test at the end of training.
- 7.4 The CIC shall not be held liable for any disputes (contractual or otherwise), settlement, arbitration, mediation or litigation for matters arising between the employers and any of the employers' directors, officers, employees, sub-contractors, agents or other personnel.
- 7.5 The CIC shall not be held liable for any matters arising from the employment of the trainees and trainers by the employers and/or his First-tier Sub-contractor including but not limited to arrears of wages, personal injury compensation and Mandatory Provident Fund.

- 7.6 The CIC shall not be held liable for any loss, damages, costs, expenses and liabilities arising from any conflict of interest due to the contractual relationship between the employers and trainees.
- 7.7 The CIC may assist employers to recruit trainees where appropriate.

8. Application Procedures

- 8.1 Employers shall complete the Application Form given in Annex D and agree with the terms and conditions in Annex D; they are required to be submitted to the CIC with all documents for checking and approval.
- 8.2 When full documentation has been submitted to the CIC's satisfaction, the CIC will use its best endeavour to process the approval as soon as possible. The normal period to seek for approval will normally not less than 15 working days. The CIC will issue a letter notifying the employer that its application has been approved. The terms and conditions set out in the Agreement will become legally binding on the employer and the CIC upon the CIC's issue of such letter. The employer is therefore advised to carefully read the documents comprising the Agreement (as defined on page 3 of this Framework Document) before signing and submitting its application.
- 8.3 After approved by the CIC, the employer shall commence the training and recruit trainees in accordance with the syllabus. Employers shall submit information and employment contract of their trainees for CIC approval.
- 8.4 The application procedure is as shown in a flow chart form in Annex I.

9. Monitoring Procedure

- 9.1 When the employer commences the training program, the trainees shall start to record their training activities in the log sheet daily.
- 9.2 The CIC will inspect and check the training log book during site visit. If irregularities are spotted, the employer shall rectify the irregularities immediately.

9.3 Employers shall submit their trainees attendance record, payment record etc. for the CIC inspection.

10. Reimbursement of Payment of Subsidy and Bonus

- 10.1 When employers apply for payment of subsidy from the CIC, the following documents shall be submitted for the CIC's verification.
 - (i) CTS Application Form (Receipt); and
 - (ii) Trainer attendance record; and
 - (iii) Trainer payment record; and
 - (iv) Trainee attendance record; and
 - (v) Trainee payment record
- 10.2 During Initial Training period, trainee allowance will be paid to trainees directly by the CIC. During on-site training period, trainee allowance shall be paid by the employer and reimburse from the CIC afterward.
- 10.3 After endorsement by the CIC, the finance department will process the applications for reimbursement of payment of subsidy within 2 months subject to the submitted document is complete.
- 10.4 A flow chart on the procedures for reimbursement is illustrated in Annex J.

11. Termination of Agreement

- 11.1 The CIC has the absolute right to terminate the Approved Project in the event that the employer is in breach of the terms of the Agreement. All allowances and subsidies shall cease to be reimbursable to the employer from the date of the breach and any allowance or subsidy that have been reimbursed after the date of the breach shall be refunded in full by the employer to the CIC.
- 11.2 The employers shall not terminate the Agreement before its completion without prior approval of the CIC in writing.
- 11.3 No indemnity claims or claims of any other kind may be made against the

CIC by the employers or trainees.

12. Bankruptcy or Receivership

The CIC may at any time by notice in writing summarily terminate the training without entitling the employer to compensation if the employer shall at any time become bankrupt/insolvent, undergoes or will undergo receivership or liquidation, or if a petition for liquidation, bankruptcy or receivership (whether voluntary or involuntary, save for the purpose of reconstruction or amalgamation) is filed against the employer, but without prejudice to any right, action or remedy which shall have accrued or shall accrue thereafter to the CIC. Accordingly, any training carried out under the Approved Project shall stop immediately and no allowance or subsidy shall be reimbursable to the employer as from the date of termination.

13. Special Case

- 13.1 If trainees drop out during initial training, the CIC reserve the right to claim back all the trainee allowance issued to the trainee before.
- 13.2 If trainees drop out or dismissed by employers during on-site training, the employer shall inform the CIC immediately, and shall not apply for the remaining training subsidy.
- 13.3 The CIC reserve the right of final decision in case of any dispute •

14. Avoiding Conflict of Interests

All participating working staff, employers and employees must comply with the Laws of Hong Kong Chapter 201 "Prevention of Bribery Ordinance" (POBO). If any possible case of violation against POBO is found, the CIC will transfer such case to Independent Commission Against Corruption (ICAC).

15. Personal Information Collection Declaration

15.1 Employers shall ensure that the collection and transfer of trainee personal data to the CIC and via the CIC to the government are in compliance with the Personal Data (Privacy) Ordinance (PDPO).

In order to comply with the PDPO, employers must accept and agree to provide a Personal Information Collection Statement (PICS) to each of the trainees and trainers in compliance with the following:

- a. To inform the trainee that his/her information will be provided to CIC (including any personal data as defined in the PDPO), will be used for purposes related to the activities of CIC or any other purposes in connection with any other cooperative training schemes.
- b. To give the trainee an option to agree or disagree that CIC may keep him/her informed of CIC activities and industry development which may be of his/her interest, CIC may use his/her personal data, including name, phone number, correspondence and email addresses, to update him/her in relation to training courses, trade testing, registration, events and other aspects of its work and the construction industry.
- c. To inform the trainee that he/she is free to choose whether he/she is willing to be informed of the above information.
- d. To inform the trainee that he/she is also entitled to request access to correct any errors in his/her personal data. If he/she wishes to do so, he/she can write to the CIC at 38/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon, Hong Kong.
- 15.2 Employers must obtain the trainee's written consent regarding the above and provide a copy of such consent to the CIC.
- 15.3 Employers shall indemnify the CIC in the event of any breach of the PDPO or any breach of the above undertaking.

Annex A Work Trades and Training Period

Work Trades and Training Period

		Initial	Training		Total
No.	Work Trades	General Knowledge Training (days) (i)	Fundamental Skill Training (days) (ii)	Practical Training (days) (iii)	Training Period (days) (iv) = (i)+(ii)+(iii)
1.	Bar Bender and Fixer	12	38	100	150
2.	Concretor	12	38	100	150
3.	Carpenter (Formwork - Building Construction/ Civil Construction)	12	38	100	150
4.	Site Surveying (Leveller)	12	38	100	150
5.	Surveying & Setting Out (Leveller)	12	38	100	150
6.	Bricklayer	12	38	100	150
7.	Tiler	12	38	100	150
8.	Plasterer	12	38	100	150
9.	Painter and Decorator	12	38	100	150
10.	Marble Worker (Polishing)	12	38	100	150
11.	Plumber	12	38	100	150
12.	Drainlayer	12	38	100	150
13.	Tower Crane Workers' Assistant	12	38	100	150
14.	Electrical Wireman	12	×	138	150
15.	Fire Service Mechanical Fitter	12	×	138	150
16.	Refrigeration/Airconditioning/ Ventilation Mechanic (Air System)	12	×	138	150
17.	Refrigeration/Airconditioning/ Ventilation Mechanic (Thermal Insulation)	12	×	138	150
18.	Refrigeration/Airconditioning/ Ventilation Mechanic (Water System)	12	×	138	150
19.	Metal Worker	12	×	63	75
20.	General Welder	12	×	63	75
21.	Metal Scaffolder and Metal Formwork Erector	12	×	63	75
22.	Crawler-mounted Mobile Crane Operator	12	×	63	75
23.	Crawler-mounted Mobile Crane Operator (Apprentices Scheme)	12	×	63	75
24.	Ground Investigation Operator	12	×	63	75
25.	Tower Crane Operator	12	×	63	75

Annex B

Trainee Allowance

Trainee Allowance

No.	Work Trades	Initial Training	Practical Training
1.	Bar Bender and Fixer		
2.	Concretor		
3.	Carpenter (Formwork - Building Construction/ Civil Construction)		
4.	Site Surveying (Leveller)		
5.	Surveying & Setting Out (Leveller)		
6.	Bricklayer		
7.	Tiler		
8.	Plasterer		
9.	Painter and Decorator		
10.	Marble Worker (Polishing)		
11.	Plumber		
12.	Drainlayer		
13.	Electrical Wireman	LUCD#40.000/	LUCDO 500/22 41
14.	Tower Crane Workers' Assistant	HKD\$10,000/month	HKD\$6,500/month
15.	Fire Service Mechanical Fitter		
16.	Refrigeration/Airconditioning/ Ventilation Mechanic (Air System)		
17.	Refrigeration/Airconditioning/ Ventilation Mechanic (Thermal Insulation)		
18.	Refrigeration/Airconditioning/ Ventilation Mechanic (Water System)		
19.	Metal Worker		
20.	General Welder		
21.	Metal Scaffolder and Metal Formwork Erector		
22.	Crawler-mounted Mobile Crane Operator		
23.	Crawler-mounted Mobile Crane Operator (Apprentices Scheme)		
24.	Ground Investigation Operator		
25.	Tower Crane Operator		

Annex C

Trainer to Trainees Ratio and Trainer Allowance

Trainer to Trainees Ratio and Trainer Allowance

No.	Work Trades	Trainer to Trainee Ratio	Trainer Allowance
1.	Bar Bender and Fixer	1 trainer : 4 trainees	
2.	Concretor	1 trainer : 4 trainees	
3.	Carpenter (Formwork - Building Construction/Civil Construction)	1 trainer : 4 trainees	
4.	Site Surveying (Leveller)	1 trainer : 4 trainees	
5.	Surveying & Setting Out (Leveller)	1 trainer : 4 trainees	
6.	Bricklayer	1 trainer : 4 trainees	
7.	Tiler	1 trainer : 4 trainees	
8.	Plasterer	1 trainer : 4 trainees	
9.	Painter and Decorator	1 trainer : 4 trainees	
10.	Marble Worker (Polishing)	1 trainer : 4 trainees	
11.	Plumber	1 trainer : 4 trainees	
12.	Drainlayer	1 trainer : 4 trainees	
13.	Electrical Wireman	1 trainer : 4 trainees	HK\$30,000/month
14.	Tower Crane Workers' Assistant	1 trainer : 2 trainees	per 4 trainees
15.	Fire Service Mechanical Fitter	1 trainer : 4 trainees	
16.	Refrigeration/Airconditioning/ Ventilation Mechanic (Air System)	1 trainer : 4 trainees	
17.	Refrigeration/Airconditioning/ Ventilation Mechanic (Thermal Insulation)	1 trainer : 4 trainees	
18.	Refrigeration/Airconditioning/ Ventilation Mechanic (Water System)	1 trainer : 4 trainees	
19.	Metal Worker	1 trainer : 4 trainees	
20.	General Welder	1 trainer : 4 trainees	
21.	Metal Scaffolder and Metal Formwork Erector	1 trainer : 4 trainees	
22.	Crawler-mounted Mobile Crane Operator	2 trainer : 5 trainees	
23.	Crawler-mounted Mobile Crane Operator (Apprentices Scheme)	1 trainer : 1 trainee	
24.	Ground Investigation Operator	1 trainer : 4 trainees	
25.	Tower Crane Operator	1 trainer : 3 trainees	

Annex D

Employer Application Form



Construction Tradesman Collaborative Training Scheme (CTS) Employer Application Form

Application No.:	
(To be filled by the CIC)	
Date Received:	

<u>Pa</u>	irt I: Information of Applicant (Employ	<u>/er)</u>		Please put "✓ "in the appropriate Boxes
Co	ompany Name:			
Сс	ompany Address:			
Bu	siness Registration Number:	(PI	lease a	attach the copy of Business Registration Certificate)
	_			
Co	ontact Phone No.:			Fax No.:
En	nail:			
<u>Pa</u>	ırt II: Applicant (Employer) shall poss	es o	ne o	f the followings requirement:
	a Main Contractor □ b Sub-Contra	ctor	unde	r the "Sub contractors Registration Scheme"
Ш				SRS no.:)
				·
Pa	art III: Choice of Trades (One trade for	eac	h ap	plication only)
	1. Bar Bender and Fixer		14.	Tower Crane Workers' Assistant
	2. Concretor		15.	Fire Service Mechanical Fitter
	3. Carpenter (Formwork - Building Construction/ Civil Construction)		16.	Refrigeration/Airconditioning/Ventilation Mechanic (Air System)
	4. Site Surveying (Leveller)		17.	Refrigeration/Airconditioning/Ventilation Mechanic (Thermal Insulation)
	5. Surveying & Setting Out (Leveller)		18.	Refrigeration/Airconditioning/Ventilation Mechanic (Water System)
	6. Bricklayer		19.	Metal Worker
	7. Tiler		20.	General Welder
	8. Plasterer		21.	Metal Scaffolder and Metal Formwork Erector
	9. Painter and Decorator		22.	Crawler-mounted Mobile Crane Operator
	10. Marble Worker (Polishing)		23.	Crawler-mounted Mobile Crane Operator
	11. Plumber		24.	(Apprentices Scheme) Ground Investigation Operator
	12. Drainlayer		25.	Tower Crane Operator
	13. Electrical Wireman			

Part IV: Information of Construction Site

Name of the main construct	ion contract and reference number:
	(Please attach copy of the construction contract)
Construction Site Address :	
Construction Period:	Training Period:M/YYYY - MM/YYYY
Work Trade:	
Expected number of trainee	es:trainee(s)
Part V: Particulars of Train	ner (Please attach CVs) Please put "✓" in the appropriate boxes
Trainers Name:	
HKID:	
Work Trade:	
	☐ Holder of Registered Skilled Worker of relevant work trade through the "Senior Workers Registration Arrangement "
* Trainer Qualification:	 Holder of relevant trade test certificate with not less than 5 years relevant post qualification working experience, and registered as Skilled Worker.
(*Please attach the copy of certifi	cate)
Trainers Name:	
HKID:	
Work Trade:	
	☐ Holder of Registered Skilled Worker of relevant work trade through the "Senior Workers Registration Arrangement "
* Trainer Qualification:	 Holder of relevant trade test certificate with not less than 5 years relevant post qualification working experience, and registered as Skilled Worker.

(*Please attach the copy of certificate)

(Please continue in Annex 1 - Additional Information if needed)

Part VI: Personal Data Collection Statement

《Personal Data Collection Statement》

- The data provided by applicant (including this form and attachment(s)) shall be used for the purpose of, including (but not limited to), handling the application of this scheme and its relevant issues. CIC might also transfer part of the information to government departments and other organizations that are lawfully authorized to receive the information.
- It is not a must for the applicant to submit all the above information to CIC but assessment may be affected if in default of any necessary personal data during collection.
- In accordance with Personal Data (Privacy) Ordinance, you are entitled to request access to and make correction of any errors in your personal data. If you wish to do so, you shall write to the CIC at 38/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon, Hong Kong.
- You can choose whether he/she agrees to receive information disseminated by CIC.

Please put "✓" in the box below if you do not wish to receive such information.

□ I do not wish to receive information from CIC in relation to its activities and construction-related information.

Part VII: Declaration

I/We hereby confirm that I/we will comply with the terms and conditions set out in the CTS Framework Document, this Application Form and as annexed as **Annex 2** to this Application Form and confirm that all information provided by us are correct.

Company chop and authorized signature
Name:
Position:
Date:
Please attach the following documents and put a "\(\sigma \)" in the boxes below
□ Copy of Business Registration Certificate
□ Trainers' CV
□ Copy of Trainers relevant Trade Test Certificate (If any)
□ Copy of Trainers Registered Skilled Work certificate
□ Copy of Construction Contract or valid proof document

For the use of the CIC only			
Part I		Part II	
Part III		Part IV	
Part V		Part VI	
Part VII			
Approved by		Date	

Annex 1 - Additional Information

Part V (Cont'): Particulars of Trainer (Please attach CVs)

Please put "✓ "in the appropriate Boxes

Trainers Name:	
HKID:	
Work Trade:	
	□ Holder of Registered Skilled Worker of relevant work trade through the "Senior Workers Registration Arrangement "
* Trainer Qualification:	 Holder of relevant trade test certificate with not less than 5 years relevant post qualification working experience, and registered as Skilled Worker.
(*Please attach copy of certificate)	
Trainers Name:	
HKID:	
Work Trade:	
	□ Holder of Registered Skilled Worker of relevant work trade through the "Senior Workers Registration Arrangement"
* Trainer Qualification:	 Holder of relevant trade test certificate with not less than 5 years relevant post qualification working experience, and registered as Skilled Worker.
(*Please attach copy of certificate)	
Additional Information	

Annex 2 - Terms and Condition

1 <u>Defined Terms and Interpretation</u>

- (a) **Agreement** means the training agreement made between the CIC and the Applicant comprising the Scheme's Framework Document, the Application Form submitted by the Applicant and approved by the CIC and the Terms and Conditions annexed to the Application Form.
- (b) **Applicant** means any employers that submit an application to participate in the Scheme launched by the CIC.
- (c) **Approved Project** means the Scheme application of the Applicant approved by the CIC.
- (d) **CIC** means the Construction Industry Council.
- (e) **CITB** means the Construction Industry Training Board.
- (f) **Commencement Date** means the date of issue stated on the Notification of Approval issued by the CIC.
- (g) **Framework Document** means the policy document governing the Scheme which can be accessed on the CIC's website (http://www.cic.hk).
- (h) **Main Contractor** means the contractor with a direct contractual relationship with the employer of the construction contract.
- (i) **Notification of Approval** means the letter issued by the CIC to the successful Applicant notifying it that its application to participate in the Scheme has been approved.
- (j) **Participant** means trainers and trainees recruited by the Applicant to participate in the Scheme.
- (k) **Scheme** means the collaborative training scheme launched by the CIC to which this Application Form relates to.
- (I) **Sub-contractor** means the contractor who entered into a sub-contract [(whether a valid on-going contract or a soon-to-start contract)] with the Main Contractor to undertake all or part of the construction contract.

(m) Interpretation

In the terms and conditions of the Agreement, except where the context otherwise requires:

- (i) words importing the plural shall include the singular and vice versa,
- (ii) words importing any gender shall include the other genders, and
- (iii) headings are for ease of reference only and do not affect interpretation.

No principles of construction shall apply to the disadvantage of a party because that party was responsible for the preparation of the terms and conditions of the Agreement or any part of it.

2 Applicant's Obligations

- 2.1 The Applicant shall comply with all the provisions of the Agreement. The CIC reserves the right to revise the provisions of the Agreement from time to time without prior notice.
- 2.2 Upon approval of an application, the Applicant shall commence training for the approved trainees within 12 months from the Commencement Date. Approved training places will be forfeited if the Applicant does not do so within such time period. If the Applicant wishes to continue participating in the Scheme, a new application must be submitted.

2.3 The Applicant shall complete the Approved Training Plan once commenced. Should there be any circumstances that hinder the Applicant from doing so, the Applicant shall notify the CIC in writing immediately.

3 **Training Subsidies**

- 3.1 The CIC may withhold payment of the training subsidies or any part of it if in the sole opinion of the CIC:
 - (a) The Applicant has failed or is, in the opinion of the CIC, likely to fail to execute the Approved Projects; and
 - (b) Documents submitted by the Applicant in relation to the monthly subsidy reimbursement application do not meet the standards or requirements specified in the Framework Document.
- 3.2 The Applicant shall apply the subsidies solely towards the Approved Projects in accordance with the Framework Document.

4 Insurance

4.1 The Applicant shall ensure that it and its Sub-contractors, agents or other personnel responsible to conduct training under the Scheme have adequate insurance coverage for its training, operational and business risks including contractors' all risk insurance, third party liability, employees' compensation insurance, directors and officers liability insurance and any other insurance necessary or ordinarily taken for the execution of the trainings under the Scheme. Such insurance shall cover the Participants whether they are employed by the Applicant or its Sub-contractors.

5 Bankruptcy or Receivership

5.1 The CIC may at any time by notice in writing summarily terminate the training without entitling the Applicant to the compensation if the Applicant and / or its Sub-contractor shall at any time become bankrupt/insolvent, undergoes or will undergo receivership or liquidation, or if a petition for liquidation, bankruptcy or receivership (whether voluntary or involuntary, save for the purpose of reconstruction or amalgamation) is filed against the Applicant and / or its Sub-contractor, but without prejudice to any right, action or remedy which shall have accrued or shall accrue thereafter to the CIC. Accordingly, any training carried out under the Approved Project shall stop immediately and no allowance or subsidy shall be reimbursable to the Applicant as from the date of termination.

6 **Probity**

6.1 The Applicant shall prohibit its employees, agents, Sub-contractors and Participants (whether they are employees of the Applicant or its Sub-contractors) who are involved in the Scheme from offering, soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance (Cap 201) when conducting business in connection with the Scheme.

7 Personal Data Collection

7.1 The Applicant shall ensure the collection, handling and use of the personal data of its Participants or other personnel associated with the execution of the Scheme is in accordance with the provisions of the Personal Data (Privacy) Ordinance (Cap 486). This includes the transfer of the personal data to the CIC and through the CIC to the relevant authorities and/or organisations which subsidize the Scheme.

- 7.2 The Applicant shall ensure to provide a written Personal Information Collection Statement as required by the Framework Document to each of the Participants and provide the CIC with a copy of the signed Personal Information Collection Statement obtained from each Participant.
- 7.3 Participants have the right to request access to or correction of personal data. Written requests should be addressed to the CIC in accordance with the data access procedures stipulated on the CIC website http://www.cic.hk.

8 **Indemnity**

8.1 The Applicant shall indemnify the CIC against any and all losses, claims, demands, damages, costs, expenses and liabilities suffered or incurred by the CIC arising out of or in connection with the breach of any of the terms and conditions of the Agreement.

9 Liability of CIC

- 9.1 The CIC shall not be held liable for any disputes (contractual or otherwise), settlement, arbitration, mediation or litigation for matters arising between the Applicant and any of the Applicant's directors, officers, employees, sub-contractors, agents or other personnel.
- 9.2 The CIC shall not be held liable for any matters arising from the employment of the Participants by the Applicant and/or its Sub-contractor including but not limited to arrears of wages, personal injury compensation and Mandatory Provident Fund.

10 Termination of Approved Project

- 10.1 The CIC has the absolute right to terminate the Approved Project, cease to pay any and all allowances and subsidies in the event that the Applicant and/or the Sub-contractors are in breach of the terms stipulated in the Agreement.
- 10.2 No indemnity claims or claims of any other kind may be made against the CIC by the Applicant and/or Sub-contractors.

11 Settlement of Disputes

11.1 In relation to any dispute or difference arising out of or in connection with the Scheme, the parties shall first try to resolve the dispute or difference amicably by good faith negotiations between senior representatives of the related parties. In the event that the dispute or difference remains unresolved 28 days after the commencement of such negotiations, the dispute shall then be referred to mediation at the Hong Kong International Arbitration Centre (HKIAC) and in accordance with its Mediation Rules. If the mediation is abandoned by the mediator or is otherwise concluded without the dispute or difference being resolved, then such dispute or difference shall be referred to and determined by arbitration at the HKIAC in accordance with the HKIAC's Domestic Arbitration Rules and the Arbitration Ordinance (Cap 609) or any statutory modification thereof for the time being in force and any such reference shall be deemed to be a submission to arbitration within the meaning of such Ordinance. Any such reference to arbitration shall be made within 90 days of either the refusal to mediate or the failure of the mediation.

12 Governing Laws and Jurisdiction

12.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China.

Annex E

Employer Application Form (Sample)



Construction Tradesman Collaborative Training Scheme (CTS) Employer Application Form

Application No.: CTS-001
(To be filled by the CIC)
Date Received: 15-9-2017

Part I: Information of Applicant (Emplo	loyer) Please put "✓ "in the appropriate Boxes
Company Name: CTS Construc	uction Company Ltd
Company Address: No.1, 1st Floor	or, Construction Road
Business Registration Number: 12345	45678-000-01-11-A (Please attach the copy of Business Registration Certificate)
	(Please attach the copy of Business Registration Certificate)
Name and Position of Person-in-charge:	: <u>Chan Tai-Man, Manager</u>
Contact Phone No.: <u>2100 1234</u>	Fax No.: 2100 4321
Email: construction@mail.com	
Part II: Applicant (Employer) shall be o	one of the followings:
□ a. Hong Kong ☑ b. Sub-Cont	ntractor under the "Sub contractors Registration Scheme"
Main Contractor (Please pr	provide the SRS no.: <u>R123456</u>)
Part III: Work Trades (One trade for each	ach application only)
☑ 1. Bar Bender and Fixer	 14. Tower Crane Workers' Assistant
□ 2. Concreter	□ 15. Fire Service Mechanical Fitter
 3. Carpenter (Formwork - Building Construction/ Civil Construction) 	 16. Refrigeration/Airconditioning/Ventilation Mechanic (Air System)
□ 4. Site Surveying	 17. Refrigeration/Airconditioning/Ventilation Mechanic (Thermal Insulation)
□ 5. Surveying & Setting Out (Leveller)) 18. Refrigeration/Airconditioning/Ventilation Mechanic (Water System)
□ 6. Bricklayer	□ 19. Metal Worker
□ 7. Tiler	□ 20. General Welder
□ 8. Plasterer	 21. Metal Scaffolder and Metal Formwork Erector
 9. Painter and Decorator 	 22. Crawler-mounted Mobile Crane Operator
□ 10. Marble Worker (Polishing)	23. Crawler-mounted Mobile Crane Operator (Appropriate Calcarda)
□ 11. Plumber	(Apprentices Scheme)□ 24. Ground Investigation Operator
□ 12. Drainlayer	□ 25. Tower Crane Operator
□ 13. Electrical Wireman	

Part IV: Information of Construction Site

Name of the main constructio	n contract and reference number: XXXXXX			
	(Please attach copy of the construction contract)			
Construction Site Address : _	XXXXXX			
Construction Period: 01/2017 - 12/2019 Training Period: 06/2017 - 12/2017 MM/YYYY - MM/YYYY				
Work Trade: Bar Bender a	nd Fixer			
Expected number of trainees:	<u>4</u> trainee(s)			
Part V: Particulars of Traine	er (Please attach CVs) Please put "✓"in the appropriate boxes			
Trainers Name:	Chan Wai			
HKID:	Z123456(7)			
Work Trade:	Bar Bender and Fixer			
* Trainer Qualification:	☑ Holder of Registered Skilled Worker of relevant work trade through the "Senior Workers Registration Arrangement"			
	 Holder of relevant trade test certificate with not less than 5 years relevant post qualification working experience, and registered as Skilled Worker. 			
(*Please attach the copy of certification)	ate)			
Trainers Name:				
HKID:				
Work Trade:				
* Trainer Qualification:	☐ Holder of Registered Skilled Worker of relevant work trade through the "Senior Workers Registration Arrangement "			
	 Holder of relevant trade test certificate with not less than 5 years relevant post qualification working experience, and registered as Skilled Worker. 			

(*Please attach the copy of certificate)

(Please continue in Annex 1 - Additional Information if needed)

Part VI: Personal Data Collection Statement

《Personal Data Collection Statement》

- The data provided by applicant (including this form and attachment(s)) shall be used for the purpose of, including (but not limited to), handling the application of this scheme and its relevant issues. CIC might also transfer part of the information to government departments and other organizations that are lawfully authorized to receive the information.
- It is not a must for the applicant to submit all the above information to CIC but assessment may be affected if in default of any necessary personal data during collection.
- In accordance with Personal Data (Privacy) Ordinance, you are entitled to request access to and make correction of any errors in your personal data. If you wish to do so, you shall write to the CIC at 38/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon, Hong Kong.
- You can choose whether he/she agrees to receive information disseminated by CIC.

Please put "✓" in the box below if you do not wish to receive such information.

□ I do not wish to receive information from CIC in relation to its activities and construction-related information.

Part VII: Declaration

I/We hereby confirm that I/we will comply with the terms and conditions set out in the CTS Framework Document, this Application Form and as annexed as **Annex 2** to this Application Form and confirm that all information provided by us are correct.

Company chop and authorized signature		
Name:		
Position:		
Date:		
Please attach the following documents and put a "✓" in the boxes below		
☑ Copy of Business Registration Certificate		
☑ Trainers' CV		
☑ Copy of Trainers relevant Trade Test Certificate (If any)		
☑ Copy of Trainers Registered Skilled Work certificate		
☑ Copy of Construction Contract or valid proof document		
- 1 000		

For the use of the CIC only				
Part I		Part II		
Part III		Part IV		
Part V		Part VI		
Part VII				
Approved by		Date		

Annex F

Trainee Application Form



Construction Tradesman Collaborative Training Scheme Trainee Application Form

Choice of Trade (Please select from below)

1. Bar Bender and Fixer	14. To	wer Crane Workers' Assistant			
2. Concretor	15. Fir	e Service Mechanical Fitter			
3. Carpenter (Formwork - Building Construction/ Civil Construction)		efrigeration/Airconditioning/Ventilation echanic (Air System)			
4. Site Surveying		efrigeration/Airconditioning/Ventilation echanic (Thermal Insulation)			
5. Surveying & Setting Out (Leveller)		. Refrigeration/Airconditioning/Ventilation Mechanic (Water System)			
6. Bricklayer	19. Me	etal Worker			
7. Tiler	20. Ge	eneral Welder			
8. Plasterer	21. Me	etal Scaffolder and Metal Formwork Erector			
9. Painter and Decorator	22. Cr	awler-mounted Mobile Crane Operator			
10. Marble Worker (Polishing)	23. Crawler-mounted Mobile Crane Operator (Apprentices Scheme)				
11. Plumber	24. Ground Investigation Operator				
12. Drainlayer	25. Tower Crane Operator				
13. Electrical Wireman					
First Choice :		Second Choice :			
Personal Information					
Chinese Name:	English Name:				
Contact Telephone No.:		HKID/ Passport No.:			
Email Address:					
Residential Address:					
Academic Background / Qualification		Please put "✓ "in the appropriate Boxes			
□ Postgraduate or above □ Secondary □ Primary □ Others(Please specify:)					
Holding of Valid "Worker Registration C	ard":				
□ Yes Trade: I	Ref No.	: Valid Until:			

Working Experience

Working Expendence		Working Experience				
From-To (mth/yr)	Name of Employer	Job Nature	Position			
Do you need a working	g visa in Hong Kong?	□ Yes □ No				
Date Available for Em	ployment :					
Language: □ Cantone	se □ English □ Putong	hua □ Others (please s	specify):			
	《Personal Data Co	Ilection Statement》				
	rovided to the Construction I Data(Privacy) Ordinance of the CIC.					
would like to use your email address, to upd	of CIC activities and indust personal data, including you attempt to training and the construction industry.	our name, phone number aing courses, trade testing,	and correspondence and			
You are also entitled to request access to and correction of any errors in your personal data. If you wish to do so please write to the CIC at 38/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon, Hong Kong.						
You are free to decide whether you wish to receive such information. If you choose not to do so, please put "✓" in the box below.						
 I do not wish to receive construction industry. 	e information from CIC in re	elation to its activities or de	velopments in the			
	DECLA	RATION				
False information and/o employment. I shall not bo I hereby give my consen	e information provided by now the dishonest answer to a securitied for any compense to the CIC for passing the light of the use of t	any question above will ation from the Company in application form to the	result in dismissal from this case.			
Applicant's	Signature	Da	te			

Competed form should be submitted by:

Post to Aberdeen Trade Testing and Training Centre, DSS Department, 95, Yue Kwong Road, Aberdeen, Hong Kong; or

Fax to 2100 9290 ; or

E-mail to dssinfo@cic.hk

Annex G

Trainee Allowance Processing Form



Form No. FIN-19 Rev A 14-Aug-13

Trainee Allowance Processing Form 學員津貼處理事宜

	ck the appropriate 建理的學員津貼事項	box(es) for process i方格内加"✓":	ing of the require	ed trainee allo	wance:		
autho	authorisation for trainee allowance payment into a bank account belonging to the trainee						
	學員津貼存入學員的 prisation for trainee al		o a hank account no	ot helonging to	the trainee		
	authorisation for trainee allowance payment into a bank account not belonging to the trainee 授權學員津貼存入非學員銀行賬戶						
-	ting account informat 學員津貼入賬戶口	ion concerning traine 資料	e allowance payme	nt			
Name of T 學員姓名	rainee :		Training Centre 訓練中心:				
Trade 科別:		Class 班别:		Trainee Number 學員編號:			
Part I	第一部 <u>份</u>						
致: 建 I,, hereby	建造業議會〔以下簡authorise the CIC t	Council (hereinafte 預稱議會〕 o transfer the traine to the following ban	e allowance accrue	ed (if any) from	-	_	
attached.							
本人現授 賬戶資料		會訓練中心學藝所行	导之學員津貼(如存	有)存入下述之	銀行賬戶	,現附」	上有關
Bank Nam	e: (Chinese)		(English)				
銀行名稱	: (中文)		(英文)				
					T		
Account N 賬戶號碼							
	(Bank code)	(Branch Code)	(Account N	(umber)		
	(銀行編號)	(分行編號)		(賬戶號	[碼]		
	ank Account Holder: 持有人姓名:	(Chinese) (中文)		glish) 文)			
		t Holder with Trained :本人/父母/『			Please spec	ify)	

Part II 第二部份

I hereby authorise the Finance Department of the Construction Industry Council to transfer the allowance accrued (if any) from my traineeship with the Centre into the bank account provided in 'Part I' above in accordance with the stated payment instruction thereof starting from the next term of payment until the termination of my entitlement to the allowance. I also agree that bank acknowledgement will suffice and neither me nor my parent/ guardian/ the account holder is required to acknowledge the receipt personally. In addition, I understand that if the bank account as provided and designated for auto-paying the allowance is not a HSBC bank account, the time required for enquiries and processing the payment may be longer.

茲授權建造業議會財務部根據「第一部份」所提供的存款指示,由下次付款開始將本人在中心學藝所得之津貼(如有)存入本表格「第一部份」所提供的銀行賬戶,直至本人離開中心或停止獲得該津貼為止。本人並同意所有人賬收入由銀行確認已經足夠,不必由本人或※本人父母/監護人/賬戶持有人親自確認收妥。此外,若本人所提供指定存入津貼的銀行賬戶並非經由匯豐銀行賬戶自動轉賬存入,本人明白在查詢及處理賬戶所需的時間或會增加。

Signature of Trainee:	Date:
學員簽署:	日期:
Part III 第三部份	
The bank information in Part I is collected by the CIC to pay the trainee a 第一部份所收集的銀行資料只用於議會支付學員津貼,議會將不會將	
Declaration 聲明 1. I declare that all information supplied on this application form sh that the application shall be rendered null if any false information applications under the Construction Tradesman Collaborative Tra 本人聲明本報名表內所載一切資料,依本人所知均屬真確無課程的資格。 2. I agree that if I am registered for the CTS, I shall abide by my dec 本人同意如本人/本人之子女註冊人學,當遵守建造業議會之	is supplied. Meanwhile, my qualification for any subsequent tining Scheme (CTS) shall be forfeited 误,並知道倘若虛報資料,申請即屬無效,且喪失其後報讀本 claration made under the CTS Application Form and its terms.
※ Signature of Trainee: 學員/父母/監護人簽署:	Date: 日期:
Part IV (To be completed by General Off 第四部份 (由訓練中心總務科填寫)	fice of the Training Centre)
Information provided above have been checked and confir 上述填報之資料經已核對及證實無誤。	med correct.
Trainee Number 學員編號:	
Checked by: 核對人:	Date: 日期
Responsible Manager/ Officer- Centre Administration 負責經理/主任-中心行政	Date: 日期:
(※ Please delete as inappropriate 請將不適用者刪去)	

40

Annex H

Sample Employment Contract

Sample Employment Contract

	This contract of emp	ployment is entered into between	(hereinafter			
refe	erred to as 'Employer	')and	hereinafter referred to as 'Employee')			
on	under the terms and conditions of employment below :					
1.	Commencement of Employment [†]	Initial training will be provided by the construction and safety knowledge.	ial Training ning from to ne Construction Industry Council to deliver basic The Construction Industry Council will provide oyment shall be effective after initial training)			
		ending on days on site A fixed period of days on site On-the-job training will be provided relevant trades. After the training, the	attract. Ind of * day(s) /week(s)/ month(s)/ year(s), training starts on the employment effective date. By the employer to deliver basic operation skill of the trainee is required to take the Intermediate Trade the Construction Industry Council, the training will			
2.	Probation Period [†]	□ No □ Yes	*day(s) / week(s)/ month(s)			
3.	Position and Section Employed					
4.	Place of Work					
5.	Working Hours [†]	from *am/pm and *am/pm Shift work required,	hours per day n to *am/pm *am/pm			
		☐ Shift work required, atworking ☐ Others				
6.	Meal Break [†]	☐ Fixed, from *am/pm to	*am/pm, *with/without pay s/hour(s) per day, *with/without pay			
7.	Rest Days	☐ On every, *with / without	at pay			
	Wages	☐ On rotation, day(s)per *week (The employee is entitled to not less than	k/month, *with / without pay			
υ.	(a) wage rate [†]	Basic wages of \$per ' plus the following allowance(s):	* hour/ day /week/month;			
		☐Meal allowance of \$	per * day / week/ month			
		ΠΤ11:	4 1 / 1/			

[†] Please put a "\sums" in the clause(s) as appropriate
* Please delete the word(s) as inappropriate

	☐Attendance allowance of \$	(amount)
	(details of criteria and calculation	of payment)
	□Others (e.g. commission, tips) \$	(amount)
(b) overtime pay		
(c)payment of wages & wage period(s) [†]	□ At the rate according to *normal wages / □ Every month, on day of the month for wage period from day of the month to day □ Twice monthly, payable on (i) day of *the month / following month for wage period from day of the month to day (ii) day of *the month / following month for wage period from day of the month to day □ Once for every *day(s)/week(s)	ay of *the month/ the following month. By of *the month/ the following month.
9. Holidays [†]	for wage period from to to	
o. Hondays	☐ statutory holidays as specified in the Employment Ordina ☐ public holidays ☐ plus other holidays (please specify)	ince
10. Paid Annual Leave [†]	 □ The Employee is entitled to paid annual leave according to the provisions of the Employm Ordinance (ranging from 7 to 14 days depending on the Employee's length of service). □ The Employee is entitled to the following paid annual leave according to the rules of the 	
1. Maternity Benefits [†]	company (please specify) ☐ The Employee is entitled to maternity leave and materior provisions of the Employment Ordinance. ☐ The Employee is entitled to the following maternity leave.	
2. Paternity Benefits [†]	according to the rules of the company(please specify) ☐ The Employee is entitled to paternity leave and pat provisions of the Employment Ordinance.	
	☐ The Employee is entitled to the following paternity leav according to the rules of the company(please specify)	e and paternity leave pay
13. Sickness Allowance [†]	☐ The Employee is entitled to sickness allowance ac Employment Ordinance.	cording to the provisions of the
	☐ The Employee is entitled to sickness allowance according under the following circumstances: - If the number of sickness days taken is day(size the number of sickness days taken is	s) or below, an appropriate medical d.
	☐ Others (please specify)	
	n the clause(s) as appropriate ord(s) as inappropriate	(6/2015)

Contract [†]	 During the probation period (if applicable): within the first month: without notice or wages in lieu of notice after the first month: a notice period of* day(s)/week(s)/ month(s) or an equivalent amount of wages in lieu of notice (notice period not less than 7 days). 		
15. End of Yea Payment [†]	An amount of * \$ or equivalent to month's basic/ normal wages upon completion of each *calendar / lunar year to Payment is to be made within days before commencement of the following * calendar /lunar year.		
16. Mandatory Provident I Scheme [†]	The Employer and the Employee are to make contributions towards the Mandatory Provident Fund Scheme in accordance with the requirements specified in the Mandatory Provident Fund Schemes Ordinance.		
	☐ In addition to the mandatory contribution, the Employer provides monthly voluntary		
	contribution to the Mandatory Provident Fund Scheme * in the amount of \$ / at a rate of % of the Employee's monthly wages.		
	☐ In addition to the mandatory contribution, the Employee provides monthly voluntary contribution to the Mandatory Provident Fund Scheme * in the amount of \$ / at a rate of % of the Employee's monthly wages.		
17. Work Arrangeme during	☐The Employee is required to work when typhoon signal no.8 or above is hoisted. In addition to wages, the employee is entitled to *typhoon allowance / travelling allowance at \$or % of normal wages.		
Typhoon [†]	☐The Employee is not required to work when typhoon signal no.8 or above is hoisted and no Wages will be deducted during the period. The Employee is required to resume duty if the typhoon signal no.8 is lowered not less than hours before close of working hours.		
18. Work Arrangement during Bla	ck \$or% of normal wages.		
Rainstorm Warning [†]	☐ The Employee is not required to work when black rainstorm warning is hoisted and no wages will be deducted during the period. The Employee is required to resume duty if the black rainstorm warning is cancelled not less than hours before close of working hours.		
19. Others	The Employee is entitled to all other rights, benefits or protection under the Employment Ordinance, the Minimum Wage Ordinance, the Employees' Compensation Ordinance and any other relevant Ordinances.		
	(If appropriate) Additional rules and regulations, rights, benefits or protection promulgated under the * Company Handbook /		
	also form part of this contract.		

[†] Please put a "\sqrt{"}" in the clause(s) as appropriate
* Please delete the word(s) as inappropriate

The Employer and the Employee hereby declare that they understand thoroughly the above provisions and agree to sign to abide by such provisions. They shall each retain a copy of this contract for future reference.

Signature of Employee	Signature of Employer or Employer's Representative
Name in full:	Name in full:
HK I.D. No:	Position held:
Date:	Date:
	Chop of the Company

[†]Please put a " \checkmark " in the clause(s) as appropriate * Please delete the word(s) as inappropriate (6/2015)

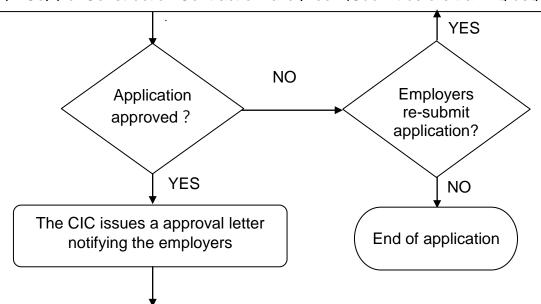
Annex I

Application Procedure

Application Procedure

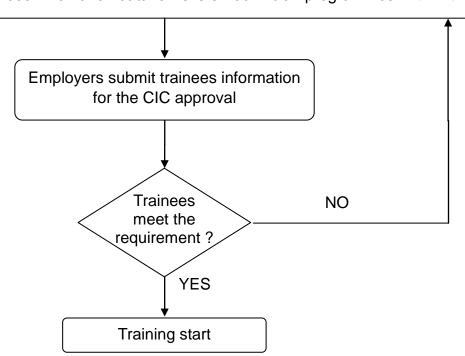
Employers submit completed application form with the following documents:

- i) Copy of Business Registration Certificate; and
- ii) Trainers qualification and CVs; and
- iii) Copy of trainers' relevant Trade Test Certificate (if any); and
- iv) Copy of trainers' relevant Registration Skilled Worker Certificate; and
- v) Copy of Construction Contract or valid proof. (Submit before training begins)



The employers can start recruiting trainees with the following requirement:

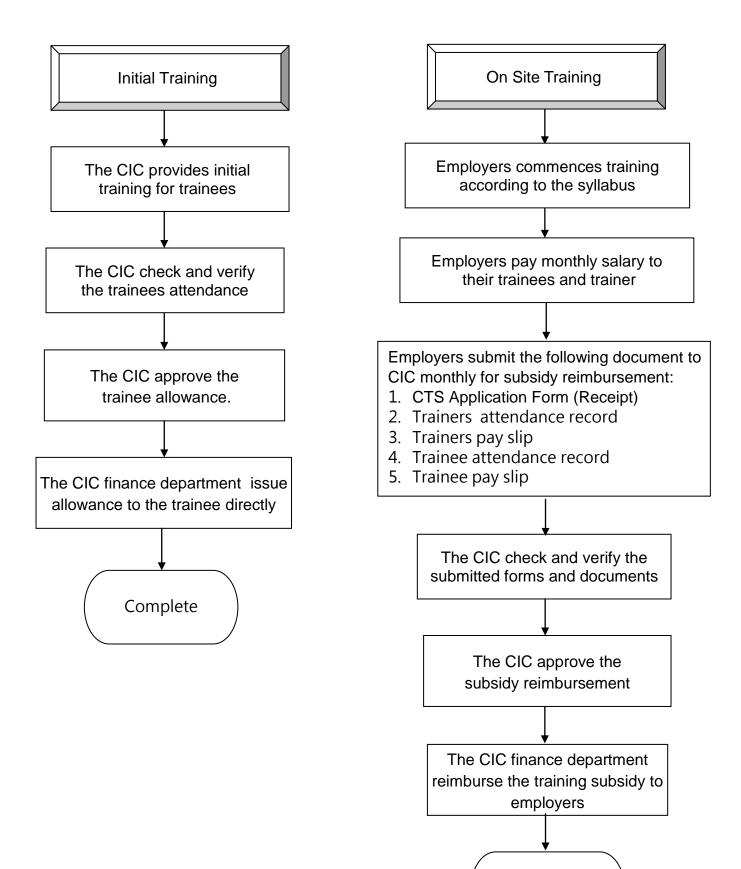
- i) Aged 18 or above, physically fit for training and determine to pursue a career in Construction Industry; and
- ii) Hong Kong residents and have permit to work in Hong Kong; and
- iii) For those who have not taken CIC's Enhanced Construction Manpower Training Scheme (ECMTS)/Manpower Shortage Work Trade or other full time training courses offered by the CIC or another training bodies funded by the CIC within one year after graduation; or
- iv) For those who have not taken CIC's Technician programmes within two years after graduation.



Annex J

Payment Procedure

Payment Procedure



Complete

Annex K

"Construction Tradesman Cooperative Training Scheme" Flow Chart

"Construction Tradesman Cooperative Training Scheme" Flow Chart

