

Construction Tradesman Collaborative Training Scheme (CTS)

Framework Document

By Construction Industry Council

21 August 2017

Version	Date of Issue	Summary of Changes
1	13 April 2017	
2	21 June 2017	1) Update of item 4.2, 5.4, 5.6.1, 6.3 & 10.1
		2) Update of Annex A, H & J.
3	13 July 2017	1) Update of Annex A, B, D & I
		2) Update of item 5.1, 5.3, 5.6.3, 5.12 & 5.13
4	21 August 2017	1) Update of Annex D
		2) Update of item 5.6.2
		3) General revision of wordings

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,

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This Disclaimer has been translated into Chinese. If there is any inconsistency or ambiguity between the English version and the Chinese version, the English version shall prevail.

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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: -

а.	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 and 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 follows " first-hire-then-train" basis. The training 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 3 months or 6 months depending on work trades.
- 4.3 Trainees will first receive initial training which consists of two parts general knowledge and fundamental skill training. The general knowledge introduces the background of local construction industry, professional ethics and major work trades. The fundamental skill training introduces basic operation skills of relevant work trades. General knowledge 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 skill set provided by the employers.

5. Details of the Scheme

5.1 Trainee Eligibility

To participate in this scheme, the trainee must meet the follow requirements :

- i) Aged 18 or above ; 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 other 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 participate in this Scheme, an employer must meet the followrequirements:

- i) 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 totally 25 work trades under two categories. For details, please refer to Annex A.

5.4 Training Duration

The overall training period is fixed at 3 months or 6 months depending 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 is not less than HK\$13,400. The employment 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 absence shall not exceed 5% of the total initial training days.

Example:

During initial training period, a trainee absented 5 days one month, base on 30 training days per month, the trainee allowance for that month would be: $10,000 \times (30-5)/30 = 8,334$

5.6.2 During the on-site training period, the CIC will provide trainee subsidy of HK\$6,500/month/trainee to employers if the trainee works 20 days or more per month. Trainee subsidy will be prorated if the trainee works less than 20 days/month. Annual leave, sick leave and work injury leave will also be counted as working days.

Example:

During on-site 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: $6,500 \times 18/25 = 4,680$

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

5.7 Trainer Subsidy

- 5.7.1 During the on-site training period, the CIC will provide a trainer subsidy of HK\$30,000/month per 4 trainees to employers.
- 5.7.2 The trainer subsidy 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 subisdy would be halved.
- 5.7.3 During the on-site training period, the CIC will provide a trainer subsidy of HK\$30,000/month per 4 trainees to employers if the trainer works 20 days or more per month. The trainer subsidy will be prorated if the trainer works less than 20 days/month. Annual leave, sick leave and work injury leave will also be counted as working days.

Example:

During on-site 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 on-site training period, the CIC would still provide the original amount of trainer subsidy to employers for that month. For example, a trainer is training 4 trainees on site, 2 trainees quit at the 2nd month during on-site training period due to personal reason, in this case the CIC would still paid the full amount of trainer subsidy for the first 2 months. As only 2 trainees left in third month, the subsidy would be calculated base on 2 trainees. The subsidy would also be prorated if the reason of the quit is due to 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 A one-off HK\$10,000 completion bonus will be provided by the CIC to trainee who achieves the Intermediate Trade Test (ITT) or Certification Test of relevant work trades within two attempts.
- 5.8.2 A one-off HK\$10,000 completion bonus will be provided by the CIC to employers for each of their trainee acheving the Intermediate Trade Test (ITT) or Certification Test of relevant work trades within two attempts.

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 "Effective Site Safety Training and Instructing Techniques Course" is a compulsory course provided by the CIC to 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 a site trainer in any CIC Cooperative Training Schemes; and
 - ii) had successfully lead trainee to achieve 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 provide further knowledge, the CIC will provide follow-up training during the on-site training. 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 provide one Intermediate Trade Test (ITT) / Certification Test and one re-take for free. Thereafter, normal fees will be charged 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 of where the on-site training will be conducted primarily or sub-contract document (submit before training)
- 5.12.2 Employers are required to provide the main contruction contract reference number and its main contractor's name of where the on-site training will be primilary conducted. The CIC would contact the related main contractor to verify the information if needed. Once the application has been approved, employers are not allowed to amend the main construction contract information under any circumstances including the situation mentioned in part 5.13.
- 5.12.3 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, approved training places will be forfeited if the employer fails to commence within such time period. A new application is required if the employer wishes to apply for the scheme again.
- 5.12.4 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 site specified in the contract to another site, provided that it is necessary or desirable for the completion of training. 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 for Applicants

- 6.1 As the scheme is under "first-hire-then-train" basis, employers are required to submit proof of employment and trainer qualification for the CIC approval, such as Employment Contract; 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 on-site training period, which is 2.5 months, 4 months or 5.5 months 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 trainee 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 before training.

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 shown in a flow chart form in Annex I.

9. Monitoring Procedures

- 9.1 When the employer commences the training program, the trainees shall start to record their training activities in the log sheet monthly.
- 9.2 The CIC will inspect and check the training log sheet during site visit. If irregularities are spotted, the employer shall rectify 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, the following documents shall be submitted for the CIC's verification.
 - (i) Payment Application Form (Receipt) ; and
 - (ii) Trainer attendance record ; and
 - (iii) Trainee attendance record; and
 - (iv) 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 Condition

- 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 reserves 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 Data 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 Trade and Training Period

Work Trade and Training Period

		Initial Training			
Category	Work Trade	General Knowledge Training (days) (i)	Fundamental Skill Training (days) (ii)	Practical Training (iii)	Total Training Period (i)+(ii)+(iii)
	Bar Bender and Fixer	12	38	4 mos.	6 mos.
	Concretor	12	38	4 mos.	6 mos.
	Carpenter (Formwork - Building Construction/ Civil Construction)	12	38	4 mos.	6 mos.
	Site Surveying (Leveller)	12	38	4 mos.	6 mos.
	Surveying & Setting Out (Leveller)	12	38	4 mos.	6 mos.
	Bricklayer	12	38	4 mos.	6 mos.
	Tiler	12	38	4 mos.	6 mos.
	Plasterer	12	38	4 mos.	6 mos.
	Painter and Decorator	12	38	4 mos.	6 mos.
Building and Civil	Marble Worker (Polishing)	12	38	4 mos.	6 mos.
Work Trade	Plumber	12	38	4 mos.	6 mos.
	Drainlayer	12	38	4 mos.	6 mos.
(B&C Trade)	Tower Crane Workers' Assistant	12	38	4 mos.	6 mos.
	Metal Worker	12	×	2.5 mos.	3 mos.
	General Welder	12	×	2.5 mos.	3 mos.
	Metal Scaffolder and Metal Formwork Erector	12	×	2.5 mos.	3 mos.
	Crawler-mounted Mobile Crane Operator	12	×	2.5 mos.	3 mos.
	Crawler-mounted Mobile Crane Operator (Apprentices Scheme)	12	×	2.5 mos.	3 mos.
	Ground Investigation Operator	12	×	2.5 mos.	3 mos.
	Tower Crane Operator	12	×	2.5 mos.	3 mos.
	Electrical Wireman	12	×	5.5 mos.	6 mos.
	Fire Service Mechanical Fitter	12	×	5.5 mos.	6 mos.
Electrical & Mechanical	Refrigeration/Airconditioning/ Ventilation Mechanic (Air System)	12	×	5.5 mos.	6 mos.
Work Trade (E&M Trade)	Refrigeration/Airconditioning/ Ventilation Mechanic (Thermal Insulation)	12	×	5.5 mos.	6 mos.
	Refrigeration/Airconditioning/ Ventilation Mechanic (Water System)	12	×	5.5 mos.	6 mos.

* Note: 0.5 month is counted as 15 calendar days.

Annex B

Trainee Allowance

Trainee Allowance

Catagory	Work Trade	Initial Training Subsidy	Required Salary on site	
	Bar Bender and Fixer	Oubsidy	on site	
	Concretor			
	Carpenter (Formwork - Building Construction/ Civil Construction)			
	Site Surveying (Leveller)			
	Surveying & Setting Out (Leveller)			
	Bricklayer			
	Tiler			
	Plasterer			
	Painter and Decorator			
Building and Civil	Marble Worker (Polishing)			
Work Trade (B&C Trade)	Plumber	HKD\$10,000	No less than HKD\$13,400 per month	
(Bac frade)	Drainlayer			
	Metal Worker	per month		
	General Welder	(the CIC will issue		
	Metal Scaffolder and Metal Formwork Erector	subsidy directly to trainees)	permontin	
	Crawler-mounted Mobile Crane Operator			
	Crawler-mounted Mobile Crane Operator (Apprentices Scheme)			
	Ground Investigation Operator			
	Tower Crane Operator			
	Tower Crane Workers' Assistant			
	Electrical Wireman			
	Fire Service Mechanical Fitter			
Electrical &	Refrigeration/Airconditioning/ Ventilation			
Mechanical Work Trade (E&M Trade)	Mechanic (Air System) Refrigeration/Airconditioning/ Ventilation			
, , , , , , , , , , , , , , , , , , , ,	Mechanic (Thermal Insulation)			
	Refrigeration/Airconditioning/ Ventilation Mechanic (Water System)			

Annex C

Trainer to Trainee Ratio and Trainer Subsidy

Trainer to Trainee Ratio and Trainer Subsidy

No.	Work Trades	Trainer to Trainee Ratio	Trainer Subsidy
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 INDUSTRY COUNCIL 法状态法令	lion	Tradesman	DSS-022(E) 2017/07/18 rev 1
Collaborative T	raini	ing Scheme (CTS) ication Form	Application No.: (To be filled by the CIC) Date Received:
Part I: Information of Applicant (Emplo	<u>yer)</u>	Please put "	In the appropriate Boxes
Company Name:			
Company Address:			
Business Registration Number:		ease attach the copy of Busine	
Name and Position of Person-in-charge:			
Contact Phone No.:		Fax No.:	
Email:			
Part II: Applicant (Employer) shall poss	ses o	ne of the followings req	uirement:
- a Main Contractor - b Sub Contra	otor	under the "Cub contractor	n Degistration Scheme"
□ a. Main Contractor □ b. Sub-Contra		the SRS no.:	C C
Part III: Choice of Trades (One trade fo			,
 I. Bar Bender and Fixer 			ere' Assistant
\square 2. Concretor		15. Fire Service Mecha	
 3. Carpenter (Formwork - Building Construction/ Civil Construction) 		16. Refrigeration/Aircon Mechanic (Air Syste	ditioning/Ventilation
□ 4. Site Surveying (Leveller)		17. Refrigeration/Aircon Mechanic (Therma	ditioning/Ventilation
5. Surveying & Setting Out (Leveller)		18. Refrigeration/Aircon Mechanic (Water S	ditioning/Ventilation
□ 6. Bricklayer		19. Metal Worker	,0.0,
□ 7. Tiler		20. General Welder	
□ 8. Plasterer		21. Metal Scaffolder and	d Metal Formwork Erector
9. Painter and Decorator		22. Crawler-mounted M	obile Crane Operator
10. Marble Worker (Polishing)		23. Crawler-mounted M (Apprentices Schem	•
□ 11. Plumber		24. Ground Investigatio	,
12. Drainlayer		25. Tower Crane Opera	tor
13. Electrical Wireman			

Part IV: Information of Construction Site

Name of the main construction contract and reference number:

	(Please attach copy of the construction contract)
Name of the Main Contract	or of the above contract:
Construction Site Address:	
Construction Period:	M/YYYY - MM/YYYY - MM/YYYY - MM/YYYY
Work Trade:	
Expected number of trainee	s:trainee(s)
Part V: Particulars of Trai	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 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 the copy of certificate)

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

《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
- $\hfill\square$ 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	

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

Please put " \checkmark "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

1 Defined Terms and Interpretation

- (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 <u>Probity</u>

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 <u>Settlement of Disputes</u>

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 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.

13 Third party rights

13.1 A person or third party who is not a party to this agreement (whether or not a person specified in this agreement) shall not have any right under the Contracts (Rights of Third Parties) Ordinance (Cap 623) to enforce any right under any term of this agreement.

Annex E

Employer Application Form (Sample)



<u>Construction Tradesman</u> <u>Collaborative Training Scheme (CTS)</u> <u>Employer Application Form</u>

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

<u>Part I: Iı</u>	nformation of Appli	cant (Employ	<u>/er)</u>		Please put " \checkmark "in the appropriate Boxes
Compan	y Name:C	TS Construct	ion C	Comp	pany Ltd
Compan	y Address: <u>N</u>	<u>o.1, 1st Floor,</u>	Con	struc	ction Road
Busines	s Registration Numb	er: <u>12345</u>	<u>678-0</u> (Ple	000-(ease a	01-11-A attach the copy of Business Registration Certificate)
Name a	nd Position of Persor	n-in-charge:	(Chan	Tai-Man, Manager
Contact	Phone No.: <u>2</u>	100 1234		_	Fax No.: 2100 4321
Email:	construction@ma	ail.com			
<u>Part II: /</u> □ a. Ho	Applicant (Employe				followings: er the "Sub contractors Registration Scheme"
Ма	in Contractor	(Please pro	vide	the S	SRS no.: <u>R123456</u>)
Part III:	Work Trades (One 1	rade for eac	h ap	plica	ation only)
☑ 1. Ba	ar Bender and Fixer			14.	Tower Crane Workers' Assistant
□ 2. Co	oncreter			15.	Fire Service Mechanical Fitter
	arpenter (Formwork onstruction/ Civil Co	•		16.	Refrigeration/Airconditioning/Ventilation Mechanic (Air System)
□ 4. Si	te Surveying			17.	Refrigeration/Airconditioning/Ventilation Mechanic (Thermal Insulation)
□ 5. Sເ	urveying & Setting O	ut (Leveller)		18.	Refrigeration/Airconditioning/Ventilation Mechanic (Water System)
□ 6. Br	icklayer			19.	Metal Worker
🗆 7. Ti	er			20.	General Welder
🗆 8. Pl	asterer			21.	Metal Scaffolder and Metal Formwork Erector
□ 9. Pa	ainter and Decorator			22.	Crawler-mounted Mobile Crane Operator
□ 10. N	/larble Worker (Polis	hing)		23.	Crawler-mounted Mobile Crane Operator
□ 11. F	lumber			24.	(Apprentices Scheme) Ground Investigation Operator
□ 12. C	Drainlayer			25.	Tower Crane Operator
□ 13. E	Electrical Wireman				

Part IV: Information of Construction Site

Name of the main construction contract and reference number: <u>XXXXXX</u>

	(Please attach copy of the construction contract)
Name of the Main Contractor of the above contract:	XXXXXX
Construction Site Address:	xxxxxx
Construction Period: <u>01/2017 - 12/2019</u> Tr MM/YYYY - MM/YYYY	aining Period: <u>06/2017 - 12/2017</u> MM/YYYY - MM/YYYY
Work Trade: <u>Bar Bender and Fixer</u>	
Expected number of trainees: <u>4</u> trainee(s)	

Part V: Particulars of Trainer (Please attach CVs)

Please put " \checkmark "in the appropriate boxes

Trainers Name:	Chan Wai	
HKID:	Z123456(7)	
Work Trade:	Bar Bender and Fixer	
	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)

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)

《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

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. Tower Crane Workers' Assistant
2. Concretor	15. Fire Service Mechanical Fitter
3. Carpenter (Formwork - Building Construction/ Civil Construction)	 Refrigeration/Airconditioning/Ventilation Mechanic (Air System)
4. Site Surveying	17. Refrigeration/Airconditioning/Ventilation Mechanic (Thermal Insulation)
5. Surveying & Setting Out (Leveller)	 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 (Apprentices Scheme)
11. Plumber	24. Ground Investigation Operator
12. Drainlayer	25. Tower Crane Operator
13. Electrical Wireman	

Firet	Choice	•
1 11 51	CHOICE	•

_____ Second Choice :_____

Personal Information

Chinese Name:	English Name:
Contact Telephone No.:	HKID/ Passport No.:
Email Address:	
Residential Address:	

Academic Background / Qua	Please put "✓ "in the appropriate Boxes					
□ Postgraduate or above □	□ Secondary	Primary	□ Others(Please specify:)		
Holding of Valid "Worker Registration Card":						
Yes Trade:	Ref	No.:	Valid Until:			
Working Experience

From-To (mth/yr)	Name of Employer	Job Nature	Position
Do you need a working visa in Hong Kong?		□ Yes □ No	

Date Available for Employment : ____

Language:
Cantonese
English
Putonghua
Others (please specify):

《Personal Data Collection Statement》

- The information you provided to the Construction Council (the CIC) including any personal data as defined in the Personal Data(Privacy) Ordinance (the Ordinance), will be used solely for the purpose related to the activities of the CIC.
- To keep you informed of CIC activities and industry developments which may be of interest, the CIC would like to use your personal data, including your name, phone number and correspondence and email address, to update you in relation to training courses, trade testing, registration, events and other aspects of its work and the construction industry.
- 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 information from CIC in relation to its activities or developments in the construction industry.

DECLARATION

I hereby declare that the information provided by me in this application is true, complete and correct. False information and/or dishonest answer to any question above will result in dismissal from employment. I shall not be entitled for any compensation from the Company in this case. I hereby give my consent to the CIC for passing this application form to the contractors / construction companies. The CIC would not be liable for the use of information thereon.

Applicant's Signature

Date

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 9000 ; or

E-mail to dssinfo@cic.hk

Annex G

Trainee Allowance Processing Form



Trainee Allowance Processing Form 學員津貼處理事宜

Please tick the appropriate box(es) for proc	cessing of the required trainee allowance:
請在需處理的學員津貼事項方格內加"✓":	•

authorisation for trainee allowance payment into a bank account belonging to the trainee □ 授權學員津貼存入學員銀行賬戶

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

updating account information concerning trainee allowance payment

□ 更新學員津貼入賬戶□資料

Name of Trainee		Training Centre	
學員姓名:		訓練中心:	
Trade	Class		Trainee Number
科別:	_班別:		學員編號:

Part I 第一部份

To: Construction Industry Council (hereinafter referred to as the CIC)

致: 建造業議會〔以下簡稱議會〕

I,, hereby authorise the CIC to transfer the trainee allowance accrued (if any) from my traineeship with the Training Centre under the CIC to the following bank account. A copy of the bank account information is hereby attached.

本人現授權議會將本人在議會訓練中心學藝所得之學員津貼(如有)存入下述之銀行賬戶,現附上有關 賬戶資料和副本。

Bank Name:	(Chinese)		(English)
銀行名稱:	(中文)		_(英文)
Account No:	(Bank code)] — [] (Branch Code)	- (Account Number)
賬戶號碼:	(銀行編號)	(分行編號)	(賬戶號碼)
Name of Bank Account Holder:		(Chinese)	(English)
銀行賬戶持有人姓名:		(中文)	(英文)

※ Relationship of the Account Holder with Trainee: Self/ Parent/ Guardian/ Others (Please specify) 賬戶持有人與學員之關係:本人 / 父母 / 監護人 / 其它 (請註明):

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 Xmy 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 入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:

<u>Part III 第三部份</u>

The bank information in Part I is collected by the CIC to pay the trainee allowances only and will not be used for any other purposes. 第一部份所收集的銀行資料只用於議會支付學員津貼,議會將不會用作其他用途。

Declaration 聲明

- I declare that all information supplied on this application form shall be true and genuine to the best of my knowledge and I am aware that the application shall be rendered null if any false information is supplied. Meanwhile, my qualification for any subsequent applications under the Construction Tradesman Collaborative Training Scheme (CTS) shall be forfeited 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誤,並知道倘若虛報資料,申請即屬無效,且喪失其後報讀本 課程的資格。
- 2. I agree that if I am registered for the CTS, I shall abide by my declaration made under the CTS Application Form and its terms. 本人同意如本人/本人之子女註冊入學,當遵守建造業議會之學員守則。

✗ Signature of Trainee: 學員/父母 / 監護人簽署:____ Date: 日期:__

<u>Part IV (To be completed by General Office of the Training Centre)</u> 第四部份 (由訓練中心總務科填寫)

Information provided above have been checked and confirmed correct. 上述填報之資料經已核對及證實無誤。

	inee Number 自编號:		_
	cked by: 人:		Date: 日期
	Responsible Manager/ Officer- Centre Administration 負責經理/主任-中心行政	Date: 日期:	
1.			

(※ Please delete as inappropriate 請將不適用者刪去)

Annex H

Sample Employment Contract

Sample Employment Contract

	This contract of emp	ployment is entered into betw	/een	(hereinafter	
refe	erred to as 'Employer	')and		hereinafter referred to as 'Employee')	
on	onunder the terms and conditions of employment below :				
1.	Commencement of Employment	construction and safety	days initial training from provided by the Constr knowledge. The Cor		
		ending on A fixed period of On-the-job training wi relevant trades. After t test / Certification Tes	minates the contract. tract for a period of months on site trainin Il be provided by the en the training, the trainee	<i>* day(s) /week(s)/ month(s)/ year(s),</i> g starts on the employment effective date. nployer to deliver basic operation skill of is required to take the Intermediate Trade ruction Industry Council, the training will ts.	
	Probation Period [†] Position and Section Employed	□ No □ Yes	*day(s) / week(s)/ month(s)	
4.	Place of Work				
5.	Working Hourst	 Fixed, at	days per week, *am/pm to hour, *am/pm to *am/pm to *am/pm to	hours per day *am/pm *am/pm per day *am/pm *am/pm *am/pm	
		□ Shift work required, at □ Others (details o		r * <i>week/ month</i> , totallinghour(s).	
6.	Meal Breakt	□ Fixed, from * □ Not-fixed, at Meal break * <i>is/ is not</i> coun		* <i>am/pm</i> , * <i>with/without pay</i> per day, * <i>with/without pay</i>	
	Rest Days	□ On every, □ On rotation,, (The employee is entitled to	lay(s)per *week/month,		
8.	Wages (a) wage rate†	<i>plus</i> the following allowand			
		□Meal allowance of \$ □Travelling allowance or	^	day / week/ month day / week/ month	
			per		

		Attendance allowance of \$ (amount)
		(details of criteria and calculation of payment)
		Dothers (e.g. commission, tips) \$ (amount)
	(b) overtime payt	(details of criteria and calculation of payment and date of payment) □At the rate of \$ per hour □At the rate according to *normal wages /% of normal wages
	(c)payment of wages & wage period(s)†	 Every month, on day of the month for wage period from day of the month to day of *the month/ the following month. Twice monthly, payable on (i) day of *the month / following month for wage period from day of the month to day of *the month / the following month. (ii) day of *the month / following month for wage period from day of the month to day of *the month / the following month. (ii) day of *the month / following month for wage period from day of the month to day of *the month / the following month. (ii) day of *the month / following month for wage period from day of the month to day of *the month / the following month.
9.	Holidayst	The Employee is entitled to: statutory holidays as specified in the Employment Ordinance public holidays plus other holidays (please specify)
10.	Paid Annual Leavet	 The Employee is entitled to paid annual leave according to the provisions of the Employment 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 company (please specify)
11.	Maternity Benefitst	 The Employee is entitled to maternity leave and maternity leave pay according to the provisions of the Employment Ordinance. The Employee is entitled to the following maternity leave and maternity leave pay according to the rules of the company(please specify)
12.	Paternity Benefits†	 The Employee is entitled to paternity leave and paternity leave pay according to the provisions of the Employment Ordinance. The Employee is entitled to the following paternity leave and paternity leave pay according to the rules of the company(please specify)
13.	Sickness Allowancet	 The Employee is entitled to sickness allowance according to the provisions of the Employment Ordinance. The Employee is entitled to sickness allowance according to the rules of the company under the following circumstances: If the number of sickness days taken is day(s) or below, an appropriate medical certificate in support of the sick leave *<i>is /is not</i> required. If the number of sickness days taken is day(s) or more, an appropriate medical certificate in support of the sick leave is required. Others (please specify)
14.	Termination of	A notice period of* day(s) /week(s)/ month(s) or

Employment an equivalent amount of wages in lieu of notice (notice period not less than 7 days).

Please put a "✓" in the clause(s) as appropriate Please delete the word(s) as inappropriate

	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 <u>* day(s)/week(s)/ month(s)</u> or an equivalent amount of wages in lieu of notice (notice period not less than 7 days). 		
15.	End of Year Payment†	An amount of * \$ or equivalent to month's basic/ normal wages upon completion of each a specified period : from to Payment is to be made within days before commencement of the following * calendar /lunar year.		
16. Mandatory Provident Fund Schemet		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.		
		contribution to the Mandatory Provident Fund Scheme * <i>in the amount of</i> \$		
		/ 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 * <i>in the amount of</i> \$ / <i>at a rate of</i> % <i>of the Employee's monthly wages</i> .		
	Work Arrangements 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 * <i>typhoon allowance / travelling allowance at</i> \$% of normal wages.		
	Typhoont	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 Arrangements during Black	□The Employee is required to work when black rainstorm warning is hoisted. In addition to wages, the employee is entitled to * <i>rainstorm allowance / travelling allowance at</i> \$% 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 thanhours 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 * <i>Company Handbook</i> / also form part of this contract.		

† Please put a "✓" 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 "✓" in the clause(s) as appropriate * Please delete the word(s) as inappropriate*

Annex I

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 of where the on-site training will be conducted primarily or sub-contract document (submit before training begins)



The employers can start recruiting trainees with the following requirement:

- i) Aged 18 or above ; 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



Annex K

Flow Chart of CTS

Flow Chart of CTS

1. Employers submit application

