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THE GAZETTE OF THE REPUBLIC OF SRI LANKA (CEYLON)

EXTRAORDINARY

අංක 41/5 — 1973 ජනවාරි 11 වැනි බ්‍රහස්පතින්දා — 1973.01.11

No. 41/5 — THURSDAY, JANUARY 11, 1973

(Published by Authority)

PART I: SECTION (I)—GENERAL

Government Notifications

L.D.—B. 27/71.

THE NATIONAL APPRENTICESHIP ACT, No. 49 OF 1971

Order under Section 3

By virtue of the powers vested in me by section 3 (1) of the National Apprenticeship Act, No. 49 of 1971, I, Tikiri Banda Subasinghe, Minister of Industries and Scientific Affairs, do by this Order, declare that the provisions of this Act shall apply to all categories of apprentices specified in the Schedule to the Order under section 2 of the Act, published in Gazette No. 41 of 5th January, 1973.

Colombo, January 11, 1973.  
1-755/1

T. B. SUBASINGHE,  
Minister of Industries and Scientific Affairs.

L.D.—B. 27/71.

THE NATIONAL APPRENTICESHIP ACT, No. 49 of 1971

REGULATIONS made by the Minister of Industries and Scientific Affairs under section 61 of the National Apprenticeship Act, No. 49 of 1971.

Colombo, January 11, 1973.

T. B. SUBASINGHE,  
Minister of Industries and Scientific Affairs.

Regulations

1. These regulations may be cited as the National Apprenticeship Regulations No. 1 of 1973 and shall come into operation on 11th January, 1973.

2. Before any person who is sixteen years of age but has not attained the age of eighteen years becomes an apprentice in any category of apprenticeship an application shall be made by the employer of such person, in the prescribed Form No. 3 of the Third Schedule hereto, to the National Apprenticeship Board for a certificate to engage that apprentice in that category of apprenticeship.

Apprentices  
under eighteen  
years of age

3. A certificate under regulation 2 to engage such apprentice shall be issued by the Board if the apprentice satisfies the educational, physical fitness and any other requirement prescribed by the Board for that category; provided that in the case of such apprentice who in the opinion of the Board has not had sufficient opportunity to obtain the prescribed educational qualification, the Board may issue a certificate to engage such apprentice containing such conditions as the Board thinks fit. The Board may cancel such certificate and request such apprentice to return it, if at any time the Board is satisfied that he had failed to comply with the conditions.

4. The certificate for the engagement of a proposed apprentice issued under regulation 3 shall be in prescribed Form No. 4 of the Third Schedule hereto.

Certificate for  
engagement of  
a proposed  
Apprentice  
under eighteen  
years.

5. Every certificate in the prescribed form shall be signed by the Director of Apprenticeship on behalf of the Board.

Signature on  
certificate.

6. Refusal of sanction to engage a proposed apprentice under the age of eighteen years shall be in Form No. 5 of Schedule III hereto.

Refusal of  
sanction

Engagement of apprentice

7. No person shall be engaged as an apprentice in any category of apprenticeship unless he satisfies the minimum age, educational and other requirements prescribed in the training programme for that category or he has been granted a certificate to engage himself as an apprentice in such category.

Standards of physical fitness

8. No person shall be eligible to be engaged as an apprentice in any category unless he satisfies the minimum standards of physical fitness prescribed below.

9. *Standards of Physical Fitness for Training.*—(i) A candidate should be free from evidence of any contagious or infectious disease. He should not be suffering from any disease which is likely to be aggravated by service or is likely to render him unfit for service or to endanger the health of the public. He should also be free from any evidence of tuberculosis in any form or have been cured. If he had suffered from tuberculosis and had been cured he should be certified as fit and free from infection.

(ii) *Height, Weight and Chest.*—Candidates should satisfy the following *minimum standards*, namely :

Height : 146 centimetres ; Weight : 38 kilograms ; Chest expansion should not be less than 2.5 centimetres, irrespective of size of chest :

Provided that where a candidate does not satisfy the said minimum standards but is certified in writing by a Medical Officer not below the rank of a District Medical Officer to be physically fit for being engaged as an apprentice in a particular trade under the Apprenticeship Act, No. 49 of 1971, he may be engaged as an apprentice in that trade.

(iii) *Eyes.*—There should be no evidence of any morbid condition of either eye or of the lids of either eye which may be liable to risk of aggravation or recurrence.

*Standard of vision—*

- (a) *Visual Acuity*—The minimum standard of visual acuity for all trades shall be 6/18 in each eye or 6/12 in one eye and 6/24 in the other eye without glasses and 6/9 with glasses in both eyes ;
- (b) *Near Vision*—Candidates should have near vision not less than J4. Candidates with vision in one eye only should be rejected ;
- (c) *Colour Vision*—An apprentice engaged in electrical work should have good colour vision.

(iv) *Ears.*—Hearing must be good in both ears and there should be no sign of suppurative disease. No hearing aid shall be permitted.

(v) *Skin.*—There should be no evidence of acute or chronic skin disease or chronic ulceration.

(vi) *Speech.*—Speech should preferably be without impediment.

(vii) *Alimentary System—*

- (a) Candidates should have sufficient number of natural teeth (in healthy state) for mastication ;
- (b) Spleen should not be palpably enlarged and there should be no evidence of tenderness in the splenic area ;
- (c) Liver should not be palpable or tender ;
- (d) There should be no oral sepsis ;
- (e) There should be no sugar in urine ;
- (f) Candidates should not be suffering from haemorrhoids, fissures in ano, fistula, inguinal hernia or bubonocoele or ischiorectal abscess or hydrocele.

(viii) *Cardio-vascular system—*

- (a) Blood pressure should not exceed 85 diastolic and 120 systolic ;
- (b) There should be no sign of any cardio-vascular disease.

(ix) *Respiratory system.*—Candidates should be free from all diseases of respiratory system. There should be no deformity of chest which may cause impediment to breathing.

(x) *Genito-urinary system.*—There should be no evidence of genito-urinary disease or any abnormality.

(xi) *Skeletal system—*

- (a) The function of all limbs should be within normal limits ;
- (b) There should be no evidence of serious deformity of the spinal column or of the extremities.

(xii) *Nervous system.*—There should be no evidence of any disease of the nervous system or of any mental disease.

(xiii) *Glandular system.*—There should be no evidence of tuberculosis or other disease of the glandular system including the endocrine glands.

(xiv) *Vaccination.*—The candidate should be vaccinated except where there is evidence of recent vaccination.

(xv) The Identity Card of the candidate should be produced before the Medical Officer.

10. Every employer shall within ten days from the date of commencement of apprenticeship of any apprentice engaged by him in any category, give notice in writing of such commencement to the Director. Notice of commencement of apprenticeship shall be in Form No. 6 of the Third Schedule hereto. Notice of engagement.
11. Every contract of apprenticeship and every alteration thereof shall be executed in triplicate and lodged with the Director for registration under section 43 (b) of the Act, by the employer within thirty days of the date of commencement of the training. Registration of contracts.
- (i) Every contract of apprenticeship entered into in relation to any category of apprenticeship shall be in Form No. 1 of Part I of the First Schedule hereto ;
- (ii) A contract of apprenticeship entered into with a minor shall be in Form No. 2 of Part I of the Second Schedule hereto ;
- (iii) If a contract of apprenticeship or alteration to a contract is not presented for registration as aforesaid, the parties thereto shall be severally liable to a fine not exceeding fifty rupees for every month in default.
12. Where an employer causes a contract of apprenticeship to be registered in accordance with Section 43(b) of the Act, he shall deposit with the Director the original and two copies of such contract. Method of registration.
13. Registration shall be effected by—
- (a) An endorsement of the original and the copies thereof with the words “ Contract Number . . . . . Registered pursuant to the Apprenticeship Act, No. 49 of 1971”. Such endorsement shall be signed, sealed and dated by the Director ;
- (b) One copy of the endorsed contract shall be retained by the Director to form part of the Register of current contracts of apprenticeship ;
- (c) The original endorsed of such contract shall be sent to the employer and the copy to the apprentice
14. Notice of refusal to register a contract of apprenticeship shall be in Form No. 7 of the Third Schedule hereto. Notice of refusal to register a contract.
15. An apprentice may be transferred (to serve the unexpired portion of the period of apprenticeship) to another employer who is willing and able to carry out the obligation under the contract Transfer of apprentice.
16. Application by the employer for the transfer of an apprentice shall be in Form No. 8 of the Third Schedule hereto. Application for transfer by employer.
17. Application for transfer by the apprentice shall be in Form No. 9 of the Third Schedule hereto. Application for transfer by apprentice.
18. Novation of contract in relation to any transfer of apprenticeship shall be in Form No. 10 of the Third Schedule hereto. Novation of contract.
19. The provisions of a training programme for every categorised trade shall apply to all employers of apprentices in that category throughout Sri Lanka, and to all categorised apprentices undergoing training. Application of training schedule.
20. Every apprentice undergoing practical training in an establishment shall during the period of practical training be given a course of related instructions (which shall be appropriate to his trade). Related Instructions.
21. Any time spent by an apprentice in attending related instruction classes shall be reckoned as time served. Absence without leave from such instruction shall be treated as absence through the apprentice’s default, and the employer shall be entitled to make a ratable deduction from the apprentice’s allowance.
22. An employer shall not cause or permit any apprentice to perform work during the time when such apprentice is required to attend related instruction classes.
23. Every apprentice undergoing training in an establishment shall put in a minimum attendance of two hundred and fifty days a year on training, out of which one-fifth, i.e., fifty days may be devoted to related instruction and two hundred days to practical training. Minimum attendance.
24. An apprentice, who for any reason is not able to undergo training for the minimum period specified in section 23 above, shall be given an opportunity to make up for the shortfall in the following year in order to be eligible to sit the trade test conducted by the National Apprenticeship Board.
25. An apprentice shall be entitled to the following types of leave subject to the conditions specified under each kind of leave. During the first year of training the grant of this leave shall be on a proportionate basis :— Grant of leave to apprentices.
- (a) *Casual Leave :*
- (i) Casual leave shall be granted for a maximum period of 14 days in a year ;
- (ii) Any holidays intervening during the period of casual leave shall not be counted for the purpose of the limit of 14 days.

(iii) Casual leave not utilised during the year shall stand lapsed at the end of the year ;

(iv) Casual leave shall not be combined with medical leave. If casual leave is preceded or followed by medical leave, the entire leave taken shall be treated either as medical or casual leave ;

Provided that it shall not be allowed to exceed the maximum period prescribed in respect of medical or casual leave as the case may be ;

(v) Except in the case of extreme urgency application for such leave shall be made to the proper authority and sanction obtained prior to the availing of leave.

(b) *Medical Leave :*

(i) Medical leave upto 7 days for each year of training may be granted to the apprentice who is unable to attend duty due to illness ;

(ii) Any holiday intervening during the period of medical leave shall be treated as medical leave and accounted for in the limits prescribed under Clause (i) above.

(iii) The employer may call upon the apprentice to produce a medical certificate from a registered medical practitioner in support of his medical leave. A medical certificate shall be necessary if the leave exceeds three days ;

(iv) It shall be open to the employer to arrange a special medical examination of an apprentice if he has reason to believe that the apprentice is not really ill or the illness is not of such a nature as to prevent his attendance.

(c) *Extraordinary Leave :*

(i) Extraordinary leave without pay upto a maximum to be determined by the Employer may be granted to the apprentice after he has exhausted the entire casual leave or medical leave, if the employer is satisfied with the grounds on which the leave is applied for ;

(ii) In establishments where proper leave rules exist for the workers, the leave to apprentices shall be granted by the employer in accordance with these rules.

26. If an apprentice is not able to put in the minimum period of attendance specified in section 23 and section 24 above during the training period, he shall not be considered as having completed the full period of training and the employer may with the consent of the Director extend his period of training.

**Examination.**

27. Every apprentice shall submit himself for examination to determine his proficiency in his category of apprenticeship at the places and times determined by the Board.

**Termination.**

28. Termination of any contract of apprenticeship prior to the expiry of the period of probation or by discharge of the apprentice for good cause or by due completion of the contract, and every transfer of an apprentice shall be notified in Form No. 11 of the Third Schedule hereto. Upon receipt of such notification, the Director shall forthwith cancel the registration of the contract by endorsing a note of the termination thereof on the filed copy, and shall notify the employer, the apprentice, and the parent or guardian (if any) of such cancellation.

29. If the Director of Apprenticeship is satisfied that a contract of apprenticeship has come to an end by the death of one of the parties, he may endorse on the filed copy a note to that effect.

**Premature termination of contract.**

30. Before a contract of apprenticeship terminates by the effluxion of time, either party to such contract may apply in the prescribed Form No. 12 of the Third Schedule hereto, to the Director for a termination (Form to be completed in triplicate).

31. The Director may allow the application for termination if he is satisfied that one party to the contract has failed to carry out the terms and conditions of the contract, and it is desirable to do so in the interests of any or each party to the contract.

32. Where the party is the employer of the apprentice, he shall be liable to pay to the apprentice such compensation as may be determined by the Director.

33. Where such party is the apprentice he shall refund to such employer or the National Apprenticeship Board, as the training cost, such amount as may be determined by the Director.

**Appeals.**

34. Any appeal to the Board authorised by section 45 sub-section 5 (c) of the Act against the decision of the Director shall be brought by notice in Form No. 13 of the Third Schedule hereto.

35. Any appeal to the Board authorised by sub-section (6) of section 46, against the number of apprentices to be trained and their selection determined by the Director, shall be brought by notice in Form No. 14 of the Third Schedule hereto.

36. The appellant shall forward notice of appeal to the Secretary so as to reach him within thirty days of the notification of the decision of the Director to the appellant and shall in every case, forward three copies of such appeal to the Secretary, so as to reach him within the same period.

37. The Secretary upon receipt of the three copies of the notice, and the copy of the contract of apprenticeship (if any) in the case of termination, shall send one copy to the defendant and shall take all necessary steps to bring the appeal before the Board for determination.

38. Any appellant or any person or organisation affected by an appeal, who desires that the Board shall hear evidence or argument on the appeal, shall give notice, in writing, of his desire to the Secretary, who shall thereupon notify the appellant and the other parties concerned of the time, date and place fixed for the hearing of the appeal.

39. In any case, where no such notice is given, the Secretary shall bring the appeal to the notice of the Board so that it may consider and determine the appeal.

40. Immediately upon the delivery of the decision of the Board on any appeal, the Secretary shall notify the appellant and the other parties concerned.

Decision of the Board

41. A member of the Board involved or affected by an appeal shall be disqualified from participating in the hearing of the appeal.

Disqualification of Board Members

42. A member of the Board shall also be disqualified if an appeal is in relation to his own business or his employee.

43. Records to be maintained by every employer on each apprentice undergoing training shall be as set out in the Fourth Schedule hereto.

Records and Returns

44. Returns and statistics to be submitted to the Director by every employer annually shall be in the Form No. 16, set out in the Fourth Schedule hereto.

45. In these regulations, unless the context otherwise requires—

Definitions

- (a) "Act" means the National Apprenticeship Act No. 49 of 1971;
- (b) "Board" means the National Apprenticeship Board established under subsection (1) of section 4 of the National Apprenticeship Act, No. 49 of 1971;
- (c) "Chairman" means the Chairman of the National Apprenticeship Board;
- (d) "Director" means Director of Apprenticeship;
- (e) "Members" means members of the Board; and
- (f) "Secretary" means Secretary to the Board.

**APPRENTICESHIP REGULATIONS 1972**

**First Schedule**

**PRESCRIBED FORMS**

**PART I**

**N.A.B. Form No. 1.**

**THE NATIONAL APPRENTICESHIP ACT NO. 49 OF 1971**

*Contract of Apprenticeship*

THIS CONTRACT (a) made this ..... day of ..... One Thousand nine hundred and ..... between ..... (herein after called "the Employer") carrying on business at ..... of the first part and ..... resident of ..... (hereinafter called the "Apprentice") of the Second part and ..... resident of .....

..... (hereinafter called the "Surety" which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, legal representatives and assigns) of the Third Part;

WHEREAS the Apprentice has consented to serve the Employer as an Apprentice in the trade of ..... (categorised under the National Apprenticeship Act No. 49 of 1971).

AND WHEREAS the Employer having satisfied himself that the Apprentice has all the requisite qualifications for being engaged as an Apprentice under the National Apprenticeship Act No. 49 of 1971 and the rules made thereunder has agreed to engage him as an Apprentice in his establishment on the terms and conditions hereinafter appearing;

NOW THESE PRESENTS WITNESSES and it is mutually agreed by and between the parties as follows:—

1. The Employer hereby agrees to engage the Apprentice in the trade of ..... and the Apprentice hereby agrees to serve the Employer as an Apprentice as hereinafter provided.

2. The period of training shall be ..... commencing from the date the Apprentice reported for training. In the event of the Apprentice being unable to complete the full apprenticeship course within the said period or to take the final test owing to illness or other circumstances beyond his control, the Employer shall have the power to extend the period of his apprenticeship until the next test is held. Similar extension of the period of training may also be allowed by the Employer in case the Apprentice having completed the course, fails in the final test. In case the Apprentice fails in the second test he shall not be allowed any extension of the period of training, unless otherwise decided by the Director of Apprenticeship to whom the Apprentice shall have the right of appeal. Any such extension shall be registered with the Director of Apprenticeship

3. The Apprentice hereby declares that no other contract of apprenticeship exists already between him and any other employer and undertakes that he shall not enter into any other contract of apprenticeship with any other employer before the expiry or termination of this contract of apprenticeship.

4. Subject as hereinbefore and hereinafter provided the contract of apprenticeship shall terminate on the expiry of the period of apprenticeship training. The first six months of the period of training shall be treated as period on probation. Either party may make an application to the Director of Apprenticeship for the earlier termination of the contract and when such an application is made, the Director of Apprenticeship shall inform the other party to the contract and after considering the views of both parties may terminate the contract if he is satisfied that the parties to the contract or any of them have or has failed to carry out the terms and conditions of the contract and that it is desirable in the interests of the parties or any of them to terminate the same.

5. When the contract of Apprenticeship is terminated through failure on the part of the Employer to carry out the terms and conditions of the contract, he shall pay to the Apprentice such compensation as may be determined by the Director of Apprenticeship; the amount being determined on the basis of the number of months training undergone by the Apprentice.

Provided that no compensation shall be payable by the Employer to the Apprentice if during the probationary period, the Employer makes an application to the Director of Apprenticeship for the termination of the contract on the ground that the Apprentice is not found suitable for apprenticeship training in the trade in which he has been engaged and that he has refused to undergo apprenticeship training in another designated trade for which he is found suitable by the Employer and the Director of Apprenticeship, after considering the contents of the Application of the Employer and the objections, if any, filed by the other party, is satisfied that it is desirable in the interests of the parties or any of them to terminate the contract.

Provided further that no compensation shall be payable by the Apprentice to the Employer if, during the probationary period, the Apprentice makes an application to the Director of Apprenticeship for the termination of the contract on the ground that he finds himself unsuited for apprenticeship in the trade or establishment in which he has been engaged as an Apprentice and the Director of Apprenticeship, after considering the contents of such application and the objections, if any, filed by the other party, is satisfied that it is desirable in the interests of the parties or any of them to terminate the contract.

6. It shall not be obligatory on the part of the Employer to offer employment to the Apprentice on completion of the period of his apprenticeship training nor shall it be obligatory on the part of the Apprentice to accept employment under the Employer.

7. The Employer shall further carry out the obligations as contained in Schedule I hereto and the Apprentice shall further carry out his obligations as contained in Schedule II hereto.

8. Any disagreement or dispute between the Employer and the Apprentice arising out of this contract shall be referred to the Director of Apprenticeship for a decision. Any person aggrieved by the decision of the Director of Apprenticeship may within 30 days from the date of communication to him of such decision prefer an appeal against the decision to the National Apprenticeship Board and such appeal shall be heard and determined by the National Apprenticeship Board. The decision of the Board shall be final.

9. In the event of termination of the contract of apprenticeship for failure on the part of the Apprentice to carry out the terms of the contract, the Surety hereby guarantees to the Employer the refund of such amount not exceeding Rupees One Thousand only as may be determined by the Director of Apprenticeship towards the cost of training of the Apprentice and the Surety shall pay such amount on demand to the Employer hereby renouncing the *beneficium ordinis seu excussionis* and all other the benefits, privileges and exceptions to which sureties as such are by law entitled.

10. The neglect or forbearance of the Employer in enforcing payment of any money the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment thereof shall not in anyway release the Surety of his liability under the guarantee hereinbefore contained.

11. The guarantee hereinbefore contained shall not be affected by any change in the constitution of the Employer.

12. The provisions of the National Apprenticeship Act No. 49 of 1971 and the regulations made thereunder are also deemed to be part of this Contract.

IN WITNESS WHEREOF the parties hereto have Executed These Presents the day and the year first above written.

Signed by.....  
 the Employer above named in the presence of.....

(Signature of the Employer).

Signature of the two witnesses with their names and addresses—

- (1) .....
- (2) .....

Signed by.....  
 the apprentice above named in the presence of.....

(Signature of the Apprentice).

Signature of two witnesses with their names and addresses—

- (1) .....
- (2) .....

Signed by..... the surety  
 aforesaid who declares that he has appraised himself fully with the meaning of the expression *beneficium ordinis seu excussionis* and the effect of renouncing the same.

(Signature of Surety).

Signature of two witnesses with their names and addresses—

- (1) .....
- (2) .....

Note.—(a) Three copies of the contract should be forwarded to the Director of Apprenticeship for registration.

PART II

OBLIGATIONS OF EMPLOYER

1. The Employer shall make suitable arrangements in his/her establishment or workshop for imparting a course of practical training to the Apprentice in accordance with the provisions of the National Apprenticeship Act No. 49 of 1971.

2. The Employer undertakes to release the Apprentice during normal working hours for related instructions as may be prescribed.

3. The Employer shall pay the Apprentice an allowance of Rs. .... per month during the first .....

months, Rs. .... per month during the second year, Rs. .... per month during the third year and thereafter as shall be determined by the National Apprenticeship Board.

4. The allowance for a particular month shall be paid by the 10th of the following month. No deductions shall be made from the allowance except as contributions towards the Employee's Provident Fund and for the periods during which the apprentice remains on unapproved or extraordinary leave.

5. The weekly and daily hours of work of an Apprentice while undergoing training shall not exceed—

- (a) Eight hours daily (including the time spent on Related Instructions).
- (b) 45½ hours weekly (including the time spent on Related Instructions).

6. The apprentice shall not be engaged on such training between the hours of 6 p.m. and 6 a.m. or work overtime except with the prior approval of the Director of Apprenticeship.

7. The employer shall allow the apprentice leave as may be prescribed. During the first year of training the grant of this leave shall be on a proportionate basis. Accordingly, the leave to be allowed to the apprentice in a calendar year will be—

- (a) Casual leave — 14 days
- (b) Medical leave — 7 days

8. Extraordinary leave without pay up to a maximum to be determined by the Employer may be granted to the Apprentice after he has taken the entire casual or medical leave, if the Employer is satisfied with the grounds on which the leave is applied for.

9. The Employer shall allow the Apprentice such holidays as are observed in the establishment in which he receives training.

10. If personal injury is caused to an Apprentice by accident arising out of and in the course of his training, as an apprentice the Employer shall pay to the Apprentice compensation in accordance with the provisions of the Workmen's Compensation Ordinance.

11. The Employer shall take such measures as are necessary under the Factories Ordinance relating to the health, safety and welfare of workers to safeguard the health and safety of the Apprentice.

12. The Employer shall ensure that a person duly qualified is placed in charge of the training of the apprentice if the Employer is not himself so qualified.

Signature of Employer.

Signature of Apprentice.

PART III

OBLIGATIONS OF APPRENTICE

1. The Apprentice shall abide by the Rules and Regulations of the establishment in all matters of conduct and discipline and carry out all lawful orders of the Employment and superiors in the establishment.

2. The Apprentice shall conduct himself as a trainee and not as a worker, learn his trade conscientiously and diligently and endeavour to qualify himself as a skilled craftsman in his trade before the expiry of the period of training. Save as provided in the National Apprenticeship Act No. 49 of 1971 provisions of any law with respect to labour will not be applicable to him.

3. The Apprentice shall attend regular practical training and related instruction classes if any, arranged for him.

4. The Apprentice shall appear for periodical tests that may be conducted by the Employer or any other prescribed authority and shall also appear for the final test to be conducted by the National Apprenticeship Board for award of a certificate of proficiency in the trade.

5. Where the contract of apprenticeship is terminated for failure on the part of Apprentice to carry out the terms of contract the Apprentice shall refund to the Employer as cost of training such amount as may be determined by the Director of Apprenticeship.

6. Except in case of extreme urgency the Apprentice, shall submit applications for all leave except medical leave to the appropriate authority and obtain sanction before the leave is taken.

7. The Apprentice shall not enter into any other contract of apprenticeship with any other employer before the expiry or termination of the contract of apprenticeship.

8. The Apprentice shall, as required by law, contribute to the Employees' Provident Fund and will be entitled to receive benefits under this Fund.

Signature of Apprentice.

Signature of Employer.

SECOND SCHEDULE

Part I

N.A.B. Form No. 2.

THE NATIONAL APPRENTICESHIP ACT No. 49 OF 1971  
 CONTRACT OF APPRENTICESHIP FOR MINORS

THIS CONTRACT (a) made this ..... day of .....  
 One Thousand nine hundred and .....  
 between .....

(herein after called "the Employer") carrying on business at .....  
 of the first part and .....  
 resident of .....  
 (hereinafter called the "Apprentice")  
 of the Second part and .....  
 resident of .....  
 (hereinafter called the "Parent/Guardian" which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, legal representatives and assigns) of the Third Part ;

WHEREAS the Apprentice has with the consent and approval of his Parent/Guardian consented to serve the Employer as an Apprentice in the trade of .....  
 (categorised under the National Apprenticeship Act No. 49 of 1971).

AND WHEREAS the Employer having satisfied himself that the Apprentice has all the requisite qualifications for being engaged as an Apprentice under the National Apprenticeship Act No. 49 of 1971 and the rules made thereunder has agreed with the consent and approval of the party of the third part to engage him as an Apprentice in his establishment on the terms and conditions hereinafter appearing ;

NOW THESE PRESENTS WITNESSES and it is mutually agreed by and between the parties as follows :—

1. The Employer hereby agrees to engage the Apprentice in the trade of ..... and the Apprentice hereby agrees to serve the Employer as an Apprentice as hereinafter provided.

2. The period of training shall be ..... commencing from the date the Apprentice reported for training. In the event of the Apprentice being unable to complete the full apprenticeship course within the said period or to take the final test owing to illness or other circumstances beyond his control, the Employer shall have the power to extend the period of his apprenticeship until the next test is held. Similar extension of the period of training may also be allowed by the Employer in case the Apprentice having completed the course, fails in the final test. In case the Apprentice fails in the second test he shall not be allowed any extension of the period of training, unless otherwise decided by the Director of Apprenticeship to whom the Apprentice shall have the right of appeal. Any such extension shall be registered with the Director of Apprenticeship.

3. The Apprentice hereby declares that no other contract of apprenticeship exists already between him and any other employer and undertakes that he shall not enter into any other contract of apprenticeship with any other employer before the expiry or termination of this contract of apprenticeship.

4. Subject as hereinbefore and hereinafter provided the contract of apprenticeship shall terminate on the expiry of the period of apprenticeship training. *The first six months of the period of training shall be treated as period on probation.* Either party may make an application to the Director of Apprenticeship for the earlier termination of the contract and when such an application is made, the Director of Apprenticeship shall inform the other party to the contract and after considering the views of both parties may terminate the contract if he is satisfied that the parties to the contract or any of them have or has failed to carry out the terms and conditions of the contract and that it is desirable in the interests of the parties or any of them to terminate the same.

5. When the contract of Apprenticeship is terminated through failure on the part of the Employer to carry out the terms and conditions of the contract, he shall pay to the Apprentice such compensation as may be determined by the Director of Apprenticeship : the amount being determined on the basis of the number of months training undergone by the Apprentice.

Provided that no compensation shall be payable by the Employer to the Apprentice if during the probationary period, the Employer makes an application to the Director of Apprenticeship for the termination of the contract on the ground that the Apprentice is not found suitable for apprenticeship training in the trade in which he has been engaged and that he has refused to undergo apprenticeship training in another designated trade for which he is found suitable by the Employer and the Director of Apprenticeship, after considering the contents of the Application of the Employer and the objections, if any, filed by the other party, is satisfied that it is desirable in the interests of the parties or any of them to terminate the contract.

Provided further that no compensation shall be payable by the Apprentice to the Employer if, during the probationary period, the Apprentice makes an application to the Director of Apprenticeship for the termination of the contract on the ground that he finds himself unsuited for apprenticeship in the trade or establishment in which he has been engaged as an Apprentice and the Director of Apprenticeship, after considering the contents of such application and the objections, if any, filed by the other party, is satisfied that it is desirable in the interests of the parties or any of them to terminate the contract.

6. It shall not be obligatory on the part of the Employer to offer employment to the Apprentice on completion of the period of his apprenticeship training nor shall it be obligatory on the part of the Apprentice to accept employment under the Employer.

7. The Employer shall further carry out the obligations as contained in Schedule I hereto and the Apprentice shall further carry out his obligations as contained in Schedule II hereto.

8. Any disagreement or dispute between the Employer and the Apprentice arising out of this contract shall be referred to the Director of Apprenticeship for a decision. Any person aggrieved by the decision of the Director of Apprenticeship may within 30 days from the date of communication to him of such decision prefer an appeal against the decision to the National Apprenticeship Board and such appeal shall be heard and determined by the National Apprenticeship Board. The decision of the Board shall be final.

9. In the event of termination of the contract of apprenticeship for failure on the part of the Apprentice to carry out the terms of the contract, the party of the Third Part hereby guarantees to the Employer the refund of such amount not exceeding Rupees One Thousand only as may be determined by the Director of Apprenticeship as and towards the cost of training of the Apprentice, and the party of the Third Part shall on demand pay such amount to the Employer.

10. The neglect or forbearance of the Employer in enforcing payment of any money the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment thereof shall not in anyway release the Party of the Third Part of his liability under the guarantee hereinbefore contained.

11. The guarantee hereinbefore contained shall not be affected by any change in the constitution of the Employer.

12. The provisions of the National Apprenticeship Act No. 49 of 1971 and the regulations made thereunder are also deemed to be part of this Contract.

IN WITNESS WHEREOF the parties hereto have Executed these Presents the day and the year first above written.

Signed by .....

the Employer above named in the presence of

.....  
 (Signature of the Employer).

Signature of the two witnesses with their names and addresses—

- (1)
- (2)

Signed by .....

the apprentice above named in the presence of

.....  
 (Signature of the Apprentice).

Signature of two witnesses with their names and addresses—

- (1)
- (2)

Signed by .....

the Parent/Guardian above named in the presence of—

.....  
 (Signature of Parent/Guardian)  
 Party of the Third Part.

Signature of two witnesses with their names and addresses—

- (1)
- (2)

Note.—(a) Three copies of the contract should be forwarded to the Director of Apprenticeship for registration. The duplicate to be returned to the employer and the triplicate to the apprentice.







N.A.B. Form No. 5  
 Reg. No. 7

N.A.B. Form No. 8  
 Reg. No. 17

**THE NATIONAL APPRENTICESHIP ACT, No. 49 OF 1971**  
**Refusal of Sanction to Engage an Apprentice Under the Age of Eighteen Years**

**APPLICATION BY AN EMPLOYER FOR TRANSFER OF APPRENTICE**

To ..... proposed employer.  
 (Name & Address)  
 yer ..... proposed apprentice.  
 (Name & Address)  
 tice ..... Guardian.  
 (Name & Address)

I/We .....  
 (full name and address)  
 as employer of ..... under a contract of apprenticeship No. .... in a trade of ..... at ..... hereby make application for the transfer of the said apprentice to .....  
 (name of new Employer)

An application for sanction to enter into a contract of apprenticeship with ..... proposed apprentice who has not attained the age of 18 years has been considered by the National Apprenticeship Board. The several parties are hereby informed that sanction has been refused on the ground that.....

another employer in the same trade and locality, who is willing and able to carry out the obligations of the employer on the said contract. The grounds of the application are :.....  
 (set out details)

Dated at ..... this ..... day of ..... 19.....

Director of Apprenticeship.  
 National Apprenticeship Board,  
 Colombo 7.  
 Date : .....

Signature of Employer.

N.A.B. Form No. 6  
 Reg. 11

**THE NATIONAL APPRENTICESHIP ACT 1971**  
**Notice by Employer of Commencement of Apprenticeship**

I/We ..... the proposed employer named above, hereby agree to accept the above named apprentice in accordance with his contract of apprenticeship with above named applicant.  
 Dated at ..... this ..... day of ..... 19.....

Name of Establishment : .....  
 Address : .....  
 Date : .....

Signature of proposed employer

I, ..... the apprentice, do (do not) hereby consent to the above proposed transfer.  
 Dated at ..... this ..... day of ..... 19.....

Name of Apprentice : .....  
 Date of Birth : .....  
 Permanent Address : .....  
 Present Address : .....  
 Educational Qualification : .....  
 Engaged on : ..... In the trade of : .....  
 Duration of Apprenticeship : .....  
 Commenced training on : .....

Signature of Apprentice.

I, ..... (full name and address) the parent (or guardian) of the above named apprentice do (do not) hereby consent to the above proposed transfer.  
 Dated at ..... this ..... day of ..... 19.....

Manager/Training Officer.  
 To : The Director of Apprenticeship,  
 Colombo.

Signature of Parent/Guardian.

Note.—This application is to be lodged with the Director of Apprenticeship, Colombo. It must have the signatures of both the original employer and the proposed new employer. But it may be lodged without completing the third and fourth sections provided for the apprentice and the parent or guardian.

N.A.B. Form No. 7  
 Reg. No. 15

**THE NATIONAL APPRENTICESHIP ACT, No. 49 OF 1971**  
**Notice of Refusal to Register a Contract of Apprenticeship**

N.A.B. Form No. 9  
 Reg. No. 18

In the matter of the proposed contract of apprenticeship dated ..... 19..... (or a proposed alteration dated ..... 19..... to a contract of apprenticeship) to which the following are parties :—

**APPLICATION BY THE APPRENTICE FOR TRANSFER TO ANOTHER EMPLOYER**

Employer : .....  
 Guardian : .....  
 Apprentice : .....

I, ..... an apprentice (full name and address) under a contract of apprenticeship No. .... with ..... in the ..... trade, at ..... hereby make application for my transfer from my present employer to ..... another employer in the same trade and locality, who is willing and able to undertake the obligations of my present employer under the said contract.  
 The grounds of this application are : .....

which has been submitted for registration pursuant to section 43(b) of the Apprenticeship Act, No. 49 of 1971. The Director hereby informs each of the parties that he refuses registration because he is of the opinion that the proposed contract (alteration) is contrary to the provisions of the Apprenticeship Act (or Apprenticeship Regulations) in the following respects :—

(set out in detail)  
 Dated at ..... this ..... day of ..... 19.....

.....  
 (set out details)

Signature of Apprentice.

I, ..... (full name and address) the parent (or guardian) of the apprentice join in the above written application.  
 Dated at ..... this ..... day of ..... 19.....

Director of Apprenticeship,  
 National Apprenticeship Board,  
 Colombo 7.  
 Date : .....

Signature of Parent or Guardian

I, .....  
 (full name and address)  
 the proposed employer abovementioned, hereby agree to accept the above-named apprentice in accordance with his contract of apprenticeship with abovementioned present employer.  
 Dated at ..... this ..... day of ..... 19.....  
 Signature of proposed Employer.

I, .....  
 (full name and address)  
 the present employer abovementioned, do (do not) hereby agree to the proposed transfer.  
 Dated at ..... this ..... day of ..... 19.....  
 Signature of present Employer.

Note.—This application is to be lodged with the Director of Apprenticeship, Colombo. If the apprentice is under 21 years of age, his parent or guardian must join in the application. The application may be lodged without completing the fourth section provided for the present Employer.

N.A.B. Form No. 10  
 Reg. No. 19

**FOR NOVATION OF CONTRACT**

This contract made this ..... day of ..... 19..... between (hereinafter called the First Employer) carrying on business at ..... of the one part and ..... (hereinafter called the New Employer) carrying out business at ..... of the second part and ..... (hereinafter called the apprentice) of the third part.

Where as the First Employer, who executed the contract registered with the Director of Apprenticeship under registration No : ..... on the ..... day of ..... 19..... with the apprentice under the Apprenticeship Act, No. 49 of 1971, (copy enclosed *Vide* annexure I) is for reasons stated in writing (annexed hereto *vide* annexure II) unable to fulfill his obligations under the said contract.

And Whereas the Director of Apprenticeship is satisfied that for reasons stated by the first employer, the first Employer is unable to fulfil his obligations under the said contract and that it is in the interest of the apprentice that the apprentice is engaged as an apprentice under the new Employer for the unexpired portion of the period of apprenticeship training.

And Whereas the new Employer has agreed to engage the Apprentice for the unexpired portion of the period of apprenticeship training and to fulfil the obligations under the said contract executed between the first Employer and the Apprentice.

And Whereas the Apprentice has agreed to continue as an apprentice for the unexpired portion of the period of his apprenticeship training and to fulfil his obligations under the said contract already executed by him with the first Employer.

NOW THESE PRESENTS WITNESSES AND it is actually agreed by and between the parties as follows :—

- (1) The contract of apprenticeship with the first employer shall terminate between the apprentice and the first employer with effect from the date this contract is registered with the Director of Apprenticeship and no obligation under the contract shall be enforceable at the instance of any party to the contract against the other party thereto.
- (2) The contract of apprenticeship already executed between the first employer and the apprentice (*Vide* Annexure-I) shall be deemed to be the contract executed under the Apprenticeship Act, No. 49 of 1971 between the new Employer and the Apprentice with effect from the date on which this contract is registered with the Director of Apprenticeship. The obligations of the new Employer and the Apprentice under this contract shall be enforceable at the instance of any party to this contract against the other party thereto.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and the year first written above.

Signed by : ..... (Signature First Employer) First Employer above named in the presence of :—  
 (1) .....  
 (2) .....  
 Signed by : ..... (Signature New Employer)

The New Employer above named in the presence of :—  
 (1) .....  
 (2) .....  
 Signed by : ..... (Signature Apprentice)

The Apprentice above named in the presence of :—  
 (1) .....  
 (2) .....

N.A.B. Form No : 11  
 Reg. No : 28

**THE NATIONAL APPRENTICESHIP ACT, No. 49 OF 1971  
 Application for Termination of Contract of Apprenticeship**

To : Director of Apprenticeship,  
 Colombo.

I hereby notify you that contract of apprenticeship described below has been terminated for the undermentioned reasons :—

Apprentice, full name and address : .....

Employer, full name and address : .....

Registration No. of Contract : .....

Date of Contract : ..... 19.....

Trade : .....

REASONS : (Brief statement to be made)

.....  
 .....  
 .....  
 .....  
 .....  
 .....  
 Signature

N.A.B. Form No. 12  
 Reg. No. 30

**THE NATIONAL APPRENTICESHIP ACT, No. 49 OF 1971  
 Premature Termination of Contract of Apprenticeship**

To Director,  
 National Apprenticeship Board,  
 Colombo.

I, .....  
 .....  
 ..... as  
 (Full name, Address and Occupation)  
 employer of .....  
 (Name of Apprentice)

Under Contract of Apprenticeship in the .....  
 trade, apply to have the contract Reg. No. ....  
 terminated on the grounds that .....

I hereby declare that I am aware/the apprentice and his guardian are aware/of the possible payment of compensation in the event of premature termination of the Contract of Apprenticeship.

(Form to be completed in three copies)

Employer/Apprentice.

N.A.B. Form No. 13  
 Reg. No. 34

**THE NATIONAL APPRENTICESHIP ACT, No. 49 OF 1971**

(Section 45 (5) (c))

**NOTICE OF APPEAL AGAINST DECISION OF THE DIRECTOR OF APPRENTICESHIP**

To : The Chairman,  
 National Apprenticeship Board,  
 COLOMBO 7.

I/We hereby appeal to the National Apprenticeship Board against the Director of Apprenticeship's decision contained in his letter Ref. .... dated the ..... day of ....., 19..... Wherein it was decided that .....  
 (Quote Decision)

The grounds of this appeal are .....  
 .....  
 (set out details)

Dated at ..... this ..... day of ....., 19.....

Appellant's Signature.

(Appellant's Name and Address)

State whether Employer, Guardian or Apprentice.

Note.—All appeals may be addressed to the Secretary of the National Apprenticeship Board, 30, Wijerama Mawatha, Colombo 7.

N.A.B. Form 14  
 Reg. 35

**THE NATIONAL APPRENTICESHIP ACT, No. 49 OF 1971**

(Section 46 sub-section (6))

**NOTICE OF APPEAL TO THE BOARD TO REVIEW THE DECISION OF THE DIRECTOR**

To : The Chairman,  
 National Apprenticeship Board,  
 Colombo.

I/We hereby appeal, on the grounds stated below, against the decision of the Director dated the ..... day of ....., 19..... a copy of which is attached to this notice.

Grounds for Review :

(Set out details)

Dated at this ..... day of ....., 19.....

Signature of Employer.

(Name and Address of Establishment)

Note.—Notice of appeal must be lodged with the Secretary of the Board, National Apprenticeship Office, Colombo.

Schedule II

**FOURTH SCHEDULE**

**Apprenticeship Regulations, 1972**

**RECORDS AND RETURNS**

(To be maintained by Employer)

(a) Every Employer in respect of each apprentice maintain records showing :

His name : .....

Designated trade : ..... Period of Training : .....

Starting date of apprenticeship : .....

Date of due completion : .....

Registration No. of Contract & Date of Registration : .....

(b) On a weekly or monthly basis :

Record of attendance : .....

Time spent on Related Instruction : .....

Time lost through default of apprentice, accident or off the job or sickness : .....

Apprentice work experience record : .....

Holidays and leave : .....

Allowance paid : .....

Movement of apprentice in the prescribed form : .....

(c) On a three-monthly basis :

Progress made in Training : .....

Problems encountered, if any : .....

These records, provided the details are readily accessible to authorised official of the Board, may be in such form as is convenient to the Employer.

The record in respect of any individual apprentice shall be retained by the Employer for not less than two years after termination of his contract.

N.A.B. Form No. 15  
 Reg. No. 43

**APPRENTICES' WORK EXPERIENCE RECORD**

To record work experience on a daily, weekly and monthly basis

Name of Apprentice : ..... Trade : .....

Started Apprenticeship on : ..... Due to complete on : .....

Contract Registered No.: .....

**MOVEMENT OF APPRENTICES**

Date		Department/ Section	Work performed/ Experience	Date ab- sent	Assessment of work performed and Remarks, initial T/O and Date
From	To				

At the end of each day/week the apprentice shall complete his work experience record and present it to his superior for certification. Form to be retained by the establishment.

A = Above Average.

B = Average.

C = Below Average.

D = Indifferent.

**NATIONAL APPRENTICESHIP SCHEME**  
 Section 65—National Apprenticeship Act, No. 49 of 1971

THIS RETURN MUST BE FURNISHED BY ALL ESTABLISHMENTS TO THE DIRECTOR, APPRENTICESHIP ANNUALLY

Date : .....  
 Name of Establishment : ..... Nature of Industry : .....  
 Location : ..... Postal Address : .....  
 Name of Manager/Director : .....  
 Name and Designation of Officer-in-Charge of Training : .....

Area Code	Total No. of Supervisors		Total No. of Skilled Workers		Total No. of Semi-Skilled Workers		Total No. of Unskilled Workers		Industrial Code
	Males	Females	Males	Females	Males	Females	Males	Fe-males	
List all Trades or Occupations	No. of Workers classified as skilled		No. of Workers classified as semi-skilled		No. of Apprentices undergoing training		Contracts Registered	Vacancies in skilled grades	Facilities, Equipment and Remarks
	No. of Workers	No. aged 50 and above	No. of Workers	No. aged 50 and above	Own	N. A. S			
Craft						Tech.			

I hereby certify that the information given in this return is correct to the best of my knowledge and belief.

Signature : ..... Designation : ..... Date : .....

*Note.*— The Columns should be completed for each occupation or trade.

1-755/2