

APPRENTICESHIP STANDARDS

Program Number:

Provisional Registration Date:

Final Registration Date:



**Kentucky Labor Cabinet
Department of Workplace Standards
in cooperation with the
U.S. Department of Labor
Office of Apprenticeship,
as part of
The National Apprenticeship Program
In accordance with the
basic standards of apprenticeship.
29 CFR parts 29 and 30**

APPRENTICESHIP STANDARDS

for

(Name of Sponsor)

(Address)

(County)

(City)

(State)

(Zip)

Federal Employer ID Number _____ Type of Program _____

Number of Employees _____ NAICS Code _____

We hereby subscribe to the basic requirements for apprenticeship set forth by the Kentucky Labor Cabinet, the Kentucky Apprenticeship and Training Council and the Supervisor of Apprenticeship as prescribed in 803 KAR 1:010, in cooperation with the U.S. Department of Labor, Office of Apprenticeship.

(Name of Sponsors Authorized Representative)

(Phone)

(Signature of Sponsors Authorized Representative)

(Title)

(Date Signed)

(Approving ATR Signature)

(Date)

(Supervisor of Apprenticeship)

(Date Program Approved)

I. STANDARDS

It is understood and agreed that effective on the date of approval, the following will constitute the standards of apprenticeship for:

(Name of program sponsor)

II. OBJECTIVES

The purpose of this program is to promote high standards of learning opportunities resulting in certification of a specified occupation. These standards of apprenticeship shall be met by on-the-job training supplemented with related classroom instruction. It shall be the policy of the sponsor that all apprentices shall be employed and training in accordance with these standards.

III. DEFINITIONS

A. Sponsor

Any person, committee or organization in whose name or title the program is to be registered, irrespective of whether such an entity is an employer.

B. Employer:

Any person or organization employing an apprentice whether or not such person or organization is a party to an Apprenticeship or on-the-job training agreement with the Apprentice.

C. Apprenticeship Agreement:

A written agreement voluntarily entered into by the apprentice or through his/her parent or guardian with the sponsor which must be registered with the registration agency. The said agreement contains the terms and conditions of employment and training of the apprentice to enable the apprentice to learn the business, craft, or occupation of the sponsor.

D. Council:

The Kentucky Apprenticeship and Training Council appointed by the Governor of Kentucky.

E. Registration Agency:

The Kentucky Labor Cabinet, Department of Workplace Standards, Division of Employment Standards, Apprenticeship and Mediation, Supervisor of Apprenticeship.

F. Office of Apprenticeship:

The U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship.

G. Related Classroom Instruction

An organized and systematic form of instruction designed to provide the theoretical and technical subjects related to the registered occupation.

H. Subject Matter Expert

A subject matter expert is an individual, such as a journey worker/mentor, who is recognized within an industry and by the sponsor as having expertise in the related occupation.

I. Supervisor of Apprenticeship

The Kentucky Labor Cabinet, Department of Workplace Standards, Division of Employment Standards, Apprenticeship and Mediation, Supervisor of Apprenticeship, as affirmed by the Apprenticeship and Training Council and the Governor of Kentucky.

J. Commissioner

The Commissioner of the Department of Workplace Standards or any authorized person to act in his/her behalf, having jurisdiction over laws or regulations governing wages and hours of employees working in this state.

K. Consultants

The term consultant shall mean a representative of the Kentucky Labor Cabinet, Division of Employment Standards, Apprenticeship and Mediation, the Supervisor of Apprenticeship, or a representative of the U.S. Department of Labor, Office of Apprenticeship or a representative contracted by the Supervisor of Apprenticeship to act as a consultant on problems of apprenticeship training.

III. EQUAL EMPLOYMENT OPPORTUNITY PLEDGE

The recruitment, selection, and employment and training of apprentices shall be without discrimination because of race, creed, color, religion, national origin, sex, age or handicap. The sponsor will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 Code of Federal Regulations part 30 revised and the Kentucky State EEO Plan.

IV. SELECTION PROCEDURES

Selection procedures shall define the method of recruitment of apprentices if a program has five (5) or more apprentices in the program.

V. RATIO

The sponsor agrees to employ apprentices consistent with the proper journey worker supervision, training and reasonable continuity of employment, in a ratio of not more than one apprentice for the first journey worker and one apprentice for each additional three journey workers thereafter; i.e. ratios of 1-1, 2-4, 3-7, 4-10 etc.

VI. SUPERVISION OF APPRENTICES

Apprentices will be under the supervision of the sponsor who is responsible for the duty assignment of the apprentices. To ensure adequate training, the sponsor shall designate a person to supervise the apprentice(s) and be responsible for his/her on-the-job training. The apprentice must work under the direct supervision of a journey worker at all times.

VII. HOURS OF WORK

The scheduled workday and work week for apprentices are subject to the sponsors operating plan and to the training requirement of the apprentice.

Conditions for overtime work;

1. It is not the intent that apprentices will displace journey workers for overtime work.
2. The sponsor may assign overtime to apprentices. Overtime shall not conflict with the apprentice's attendance of his/her regularly scheduled related classroom instruction.

VIII. PROGRAM REGISTRATION/MODIFICATION/DEREGISTRATION

The sponsor may modify these standards for operational needs of the employer or to incorporate changes in technology; however, the sponsor shall promptly notify the registration agency in writing or electronic transmission of any changes, modification or amendments.

This program may be deregistered upon the voluntary action of the sponsor by the sponsor's written request for cancellation to the registration agency or upon a finding of good and sufficient reason by the registration agency according to 803 KAR 1:010.

IX. APPRENTICESHIP AGREEMENT

Each apprentice employed and training under these standards of apprenticeship shall be signatory to an apprenticeship agreement between the apprentice and sponsor. The apprenticeship agreement shall be incorporated as part of these apprenticeship standards and the said apprenticeship agreement shall be registered with the Supervisor of Apprenticeship.

The sponsor of these apprenticeship standards shall notify the registration agency in writing or electronic transmission, of all apprentice registrations, modification, amendments, cancellations, suspensions, terminations, and completions of the apprenticeship agreement and causes thereof and dates of any action taken.

The sponsor shall give the apprentice adequate notice in writing of any adverse action affecting the apprentice (i.e. disciplinary action, layoff, etc.)

Copies of the apprenticeship agreement must be distributed as follows:

1. Apprentice
2. Program Sponsor
3. Registration Agency
 - a. The registration agency may require different methods of transmitting the agreement for approval. I.e., RAPIDS, or any other electronic registration system deemed appropriate.

X. CREDIT FOR PREVIOUS EXPERIENCE

Credit for previous experience may be allowed at the discretion of the sponsor. Such credit shall be stated on the apprenticeship agreement at the time of

registration or may be granted at any time during the apprentice probationary period upon written request of the sponsor. Credit for previous experience shall be limited to fifty (50%) percent of the term of apprenticeship unless said previous experience was acquired as a registered apprentice in a program registered with the Office of Apprenticeship or a recognized state registration agency. Credit for previous experience shall be awarded to apprentices equally. Apprentices who receive credit for previous experience shall be paid upon entrance to the program the wage rate to which such credit advances them. Previous agreements with pre-apprenticeship programs for completion credit should be granted at the time of registration and said pre-apprenticeship program noted on the apprenticeship agreement.

XI. PROBATIONARY PERIOD

The term of probation shall be stated for each trade not to exceed 1 year or 25% of the apprenticeship term. During the probationary period, either party may cancel the apprenticeship agreement by written notice to the registration agency without adverse impact on the sponsor. After the probationary period, the apprenticeship agreement may be cancelled or suspended for good cause with due notice to the apprentice and a reasonable opportunity for corrective action. Written notice of final action taken must be provided in writing to the apprentice and the registration agency. The probationary period shall be counted toward the completion of the apprenticeship.

XII. RELATED TECHNICAL INSTRUCTION / ON-THE-JOB TRAINING / PERFORMANCE

For journey worker certification requirements, each apprentice shall be required to complete instructional classes as established by the sponsor for not less than 144 hours for each year of the term of his/her apprenticeship.

Related classroom instruction may be provided by an entity recognized as a quality technical provider by an accredited agency. Other methods of instruction, including online courses, may be offered if approved by the registration agency.

All related technical instructors must meet the state education requirements for a vocational technical instructor in Kentucky, or be a subject matter expert.

The apprentice shall be required to follow instructions and perform tasks assigned by the sponsor for on-the-job training. OJT hours must be recorded daily by the program sponsor on an appropriate log sheet showing the actual tasks and hours of work performed by the apprentice.

The apprentice's total record of performance shall be reviewed periodically by the sponsor. The sponsor will assure each apprentice that they will be provided qualified training personnel.

Failure on the part of the apprentices to fulfill their obligation as to the related training studies and/or attendance, or their failure to maintain passing grades therein, shall constitute adequate cause for cancellation of their apprenticeship agreement.

An apprentice may be removed from the program whenever a review of performance shows that he/she has failed to satisfactorily perform the related or on-the-job training requirements.

An outline of the related technical instruction to be included in this training is attached hereto.

XIII. RECORDKEEPING

Appropriate records reflecting the apprentice's progress in on-the-job-training, job performance, and related instruction shall be maintained for each apprentice. These records shall also include a periodic review of the apprentice's progress in each of the above mentioned area. All records concerning apprentice selections, action, and performance shall be kept and maintained for a minimum of five (5) years.

XIV. CERTIFICATION OF COMPLETION

Upon satisfactory completion of the apprenticeship training under these standards, the sponsor shall request that the registration agency issue a Certificate of Completion of Apprenticeship on behalf of the program sponsor.

XV. SAFETY

Pursuant to the provisions set forth in Chapter 338 of the Kentucky Revised Statutes, the sponsor shall be required to comply with all applicable occupational safety and health laws, rules, regulations and standards. The apprentice shall be instructed in safe working practices in accordance with the Occupational Safety and Health Act, Public Law 91.506 and Chapter 338 of the Kentucky Revised Statutes.

XVI. FEDERAL AND STATE LAW

Nothing in these standards shall be contrary to Federal or State laws and regulations.

XVII. COMPLAINTS

All complaints and concerns regarding this program should be directed to:

(Name) (Title)

(Address) (Phone)