

# Guidelines for Apprenticeship Training

Version 1.0 October 2016

## 1. Introduction

These Apprenticeship Guidelines (“Guidelines”) are meant to serve as a guide for Apprenticeship Training within the organizational setup for the entities as mentioned herein below and are meant for the development of standards for apprenticeship.

The following entities (units mentioned) are to be covered under these Guidelines:

### 1.1 SAMSUNG INDIA ELECTRONICS PVT. LTD. (“SIEL”)

- (i) Production/ manufacturing facilities of SIEL located at NOIDA and Chennai
- (ii) Research and Development centres of SIEL located at NOIDA (SRI-DELHI & SRI NOIDA)

### 1.2 SAMSUNG R & D INSTITUTE INDIA BANGALORE PVT. LTD.

These Guidelines explain the general procedures, and processes to be observed in respect of Apprenticeship Training and to provide for the general conditions relating to Apprenticeship Training by the Apprentice(s), who are engaged by the Company.

## 2. Definitions

For the purpose of these Guidelines, the following words shall have the meaning ascribed as herein below:

- 2.1 **“Apprentice”** - means a person undergoing apprenticeship training in pursuance of a contract of apprenticeship under The Apprentices Act, 1961 (“Apprentices Act”) and The Apprenticeship Rules, 1992 (both, as amended);
- 2.2 **“Apprenticeship Training”** - means a course of training conducted by the Company in pursuance of a Contract of Apprenticeship and under prescribed terms and conditions which may be different for different categories of Apprentices

- 2.3 **“Apprenticeship Adviser”** means a person appointed by the Central Government or the State Government to manage and advise the Apprenticeship Training in an industry.
- 2.4 **“Designated Trade”** means a trade or occupation or any subject field in Engineering or technology or any vocational course which the Central Government may by notification in Official Gazette specify for the purposes of the Apprentices Act;
- 2.5 **“Company”** shall refer to Samsung India Electronics Pvt. Ltd. or Samsung R & D Institute India Bangalore Pvt. Ltd. (*as the case may be*)

### 3. Status of Apprentices

Apprentice(s) engaged to undergo Apprenticeship Training in a Designated Trade shall be considered as a trainee and not as a worker, except as may be provided under the Apprentices Act or related rules framed there under.

### 4. Engagement of Apprentices

#### 4.1 *Eligibility of Apprentices*

- 4.1.1 **Age** - Company shall not engage Apprentice(s) less than the age as is or may be prescribed under the Apprentices Act.
- 4.1.2 **Qualification & Physical fitness** - Only such Apprentice(s) shall be considered for undergoing Apprenticeship Training in Designated Trade who satisfy the standards as are prescribed under the Apprentices Act or Rules there under;

#### 4.2 *Process related to engagement of apprentices*

- 4.2.1 Company shall comply with the legal requirements in connection with the engagement of the Apprentice(s) such as criteria of engagement, stipend and other provisions relating to engagement of the Apprentice(s) as stipulated in the Apprentices Act and/or related rules as framed or as may be framed. All Apprentices shall be treated in accordance with laws and rules related to Apprentice(s) and no discrimination shall be made during the engagement in respect of Apprentice(s) based on caste, tribe, gender, disability, ethnicity, sexuality, religion or otherwise, except as may be permissible by law. Apprentice(s) shall not be subjected to threats, coercion or undue influence by

the officials of the Company during the process and period of engagement as Apprentice(s).

4.2.2 Company shall share relevant information with the Apprentice(s) in respect of the Apprenticeship Training prior to their engagement. The information, defined as relevant that shall be shared with the Apprentice(s), is as follows:

- Location of Apprenticeship Training;
- Period of the Apprenticeship Training;
- Qualification to be met for entering into Contract of Apprenticeship
- Stipend to be paid during the Apprenticeship Training;
- Details in respect of Company;
- Documents as are to be submitted by the Apprentice(s) prior to being considered for engagement as Apprentice(s);
- General guidelines and guidance to the prospective Apprentice(s) in respect of the Apprenticeship Training

4.2.3 The engagement of the Apprentice(s) shall be carried out only by such individuals who are duly authorized by the Company. Such individuals shall ensure that all the Apprentice(s) who are engaged join, for the Apprenticeship Training, out of their own volition and without any force, coercion, intimidation or undue influence.

4.2.4 Individuals entrusted with the process of engagement shall ensure that adequate protection is provided in respect of the personal information of the Apprentice(s). The relevant details and records of the Apprentices(s) engaged and details of their Apprenticeship Training shall be maintained properly. It shall be ensured that no other individuals except those who are entrusted with the process of engagement of Apprentice(s) or who are duly authorized by the Company have access to the details of such Apprentice(s). The information or details of the Apprentice(s) shall be used only for the limited purpose of meeting the requirements under the Apprentices Act and related rules.

4.2.5 Apprentice(s) shall have to submit a photo copy of at least two or more of the following certificates issued by the Government or the authorities to prove their identity at the time of application.

- ITI Completion Certificate;

- Birth Certificate;
- Voter Identification Card;
- Permanent Account Number (PAN);
- Aadhaar Card;
- Passport;
- Secondary School Certificate

#### *4.3 Training /Designated Trade*

- 4.3.1 Company shall conduct training sessions for orientation of the Apprentice(s). Apprentice(s) shall be made aware of the requirements in respect of the Apprenticeship Training, issues which may relate to Environment, Health & Safety and to their work as Apprentice.
- 4.3.2 The hours spent in training shall be considered and deemed to be part of the Apprenticeship Training for which a stipend shall be paid to the Apprentice(s).
- 4.3.3 The costs associated with Apprenticeship Training shall be borne by the Company during the training period. Such costs shall include the cost towards training materials and other expenses related to organizing such training sessions.
- 4.3.4 Company shall endeavor to impart all engaged Apprentices with training that would enhance their knowledge in connection with their Apprenticeship Training.

#### *4.4 Reservation of Training places*

Company shall ensure that the training places are reserved for Schedule Castes, Schedule Tribes and Other Backward classes as per prescribed the ratio provided for under the Apprentices Act and the rules framed there under. The training places shall be reserved on the basis of total number of Apprentice(s) in the Designated Trade(s). In case the prescribed number of persons belonging either to the Scheduled Castes or to the Scheduled Tribes are not available and in case the prescribed training places cannot be filled, then the training places may be filled by persons not belong to the Scheduled Castes and Scheduled Tribes. Company shall periodically check the prescribed ratio and take appropriate action so as to maintain the correct ratio as is required under law.

## 5. Contract of Apprenticeship

### 5.1 *Execution and contents of Contract of Apprenticeship*

- 5.1.1 Company shall ensure that the Contract for Apprenticeship includes the contents of the model contract of apprenticeship as is or may be specified under The Apprenticeship Rules, 1992 (or as may be amended). Such contract would consist of the terms and conditions as may be agreed and shall not be inconsistent with any of the provision of the Apprentices Act or any Rules made there under.
- 5.1.2 Company shall ensure that the Contract of Apprenticeship as is executed between the Apprentice(s) and the Company includes the following:
- Information of the Company (Name, address, telephone, Fax, e-mail);
  - Information of the Apprentice (viz. name, address, birthday, age);
  - Duration of the Designated Trade;
  - Name of the Designated Trade & details of the stipend;
  - Information of the guardian (Name, address);
  - Terms and conditions relating;
- 5.1.3 Upon execution of the Contract of Apprenticeship, three copies of such contract shall be prepared and retained as follows:
- 5.1.3.1 One copy of the Contract of Apprenticeship will be retained by the Company;
- 5.1.3.2 One copy of the Contract of Apprenticeship will be provided to the Apprentice;
- 5.1.3.3 One copy of the Contract of Apprenticeship will be submitted online within the prescribed period to the Apprenticeship Adviser for registration after its execution.
- 5.1.4 Apprentice(s) may seek rectification of the details mentioned in the Contract of Apprenticeship in case there is any correction required; or inconsistency is observed or mentioned details are contrary to the requirements under applicable laws and regulations.

### *5.2 Period of Apprenticeship*

The period of the Apprenticeship Training shall be in accordance with the applicable laws and regulations. The period of the Apprenticeship Training shall also be stated and agreed to by the Apprentice(s) and Company (as the case may be) under the Contract of Apprenticeship.

### *5.3 Commencement and Registration of Contract of Apprenticeship*

Every Contract of Apprenticeship which is executed with the engaged Apprentice(s) shall be sent by the Company for registration with the Apprenticeship Adviser, who upon being satisfied of the requirement under the Apprentices Act. And the commencement of the Contract of Apprenticeship shall be from the date of its execution.

### *5.4 Extension of Contract of Apprenticeship*

5.4.1 The Contract of Apprenticeship shall be extended by Company if so required by the Apprenticeship Adviser, in case Apprentice(s) is/are unable to complete the Apprenticeship Training due to illness or circumstances beyond his or her control. The extension shall be for such period till the Apprentice(s) completes the apprenticeship course.

5.4.2 The Contract of Apprenticeship shall be extended by Company in case Apprentice(s) is/are unable to complete the Apprenticeship Training due to strike, lockout or lay off. The period of the Apprenticeship training in such an event shall be extended by Company for a period which is equal to the period of such strike or lockout or lay off if the concerned Apprentice is not instrument for the same. Company shall pay the stipend to the Apprentice(s) for period of such strike or lockout or lay off or for a maximum period of six months.

### *5.5 Completion of Training and grant of Certificate*

Company shall provide the engaged Apprentice(s) a certificate in respect of Apprenticeship Training undertaken by them upon the successful completion of the Apprenticeship Training. Such a certificate shall be signed by the authorized official of the Company and provided to the Apprentice. Such certificate would mention the following:

- Name of the Apprentice;
- Gender of the Apprentice;
- Period of the Apprenticeship Training;
- Registration number of the Apprentice.

#### *5.6 Expiration & Termination of Contract of Apprenticeship*

- 5.6.1 The Contract of Apprenticeship as is executed by Company with the engaged Apprentice(s) shall expire by efflux of time at the end of Apprenticeship Training.
- 5.6.2 An application can be made to the Apprenticeship Adviser in case the Company or any engaged Apprentice(s) desires to terminate the Contract of Apprenticeship.
- 5.6.3 In case the termination of the Contract of Apprenticeship is due to the failure on the part of the Company in carrying out the terms and conditions thereof, an amount equivalent to 3 (three) months last drawn stipend shall be paid to the engaged Apprentice(s).

### **6. General conditions relating to Apprenticeship Training**

#### *6.1 Working Hours & Overtime*

Company shall ensure:

- 6.1.1 that the Apprentice(s) engaged for the Apprenticeship training do not work beyond the 48 hours as are prescribed under the Apprentices Act and the Rules framed there under;
- 6.1.2 that the daily training hours of the training cannot exceed 9 (nine) hours including the rest-time;
- 6.1.3 a rest time of 10 (ten) minutes to all the Apprentice(s) every two hours to apprentices and meal or rest time of 30 (thirty) minutes every five hours of the training;
- 6.1.4 Apprentice(s) shall not be required or allowed to work overtime or on a holiday, except with the permission of the Apprenticeship Adviser.

## *6.2 Leave Policy/Holiday*

All the Apprentice(s) who are engaged for Apprenticeship Training shall be entitled to such leave and holidays as are prevailing in the Company or as may be prescribed under the relevant and applicable laws. The female Apprentice(s) shall be entitled to avail the maternity leave as is prescribed under the relevant applicable laws.

## *6.3 Stipend*

- 6.3.1 Company shall pay such rate of stipend which is not less than the prescribed minimum rate as is notified from time to time by the Central Government and/or the State Government (*as the case may be*). The stipend shall not be paid on the basis of piece work.
- 6.3.2 Company shall take into consideration the period of training already undergone in a school or other institution by the Apprentice(s) to be engaged, while determining the stipend to be paid.
- 6.3.3 It shall be ensured that no unlawful deduction in the stipend is made for the paid leaves provided for by the Company.
- 6.3.4 The payment of stipend to Apprentice(s) shall be made by Company in terms of the requirement mentioned under the Apprentices Act and the Rules there under. Such stipend shall be credited to the bank account of the Apprentice(s) no later than designated date of the following month. In case the engaged Apprentice(s) does not have a bank account, the stipend shall be paid to the Apprentice on the designated date of the following month.

## *6.4 Health, Safety and Welfare of Apprentices*

- 6.4.1 Company, at their establishment shall:
  - 6.4.1.1 abide by the provisions of article III, IV and V of The Factories Act, 1948.
  - 6.4.1.2 regularly conducts health and safety training to Apprentices.
  - 6.4.1.3 deploy individuals/ welfare officer(s) who shall implement measures for the health and safety of engaged Apprentices during



the Apprenticeship Training.

- 6.4.1.4 ensure that Apprentice(s) are not to perform any work or undergo training in dangerous or hazardous environment, except as may be otherwise permitted under the law.
- 6.4.1.5 ensure that suitable environment and adequate protective equipment/gears are provided to Apprentice(s), if required.

#### *6.5 Compensation for Injury*

Company shall be under obligation to pay compensation for the personal injury cause to the Apprentice in course of Apprenticeship Training. Any such compensation shall be in accordance with the Employee's Compensation Act, 1923.

#### *6.6 Records*

Company shall maintain all the relevant records in respect of the Apprentice(s) undertaking the Apprenticeship Training in such form as may be prescribed under the Apprentices Act and Rules framed there under. Further, the relevant information and returns shall also be submitted to the concerned authorities as per the requirements.

#### *6.7 Amenities*

Company shall, during the Apprenticeship Training, arrange and provide the following amenities/ material to the Apprentice(s):

- Transportation for commutation to the place of training from the designated locations to enable Apprentice(s) to attend the training;
- Training material in connection with the Apprenticeship Training;
- Provision for meals through a canteen facility;
- Uniform and other personal protective equipment (if any) required for the purpose of carrying out the assigned work;

Further, the Apprentice(s) shall be allowed reasonable access to all the facilities (basic amenities) as are necessary for their well being, during the period of the Apprenticeship Training.

### *6.8 Medical Services*

- 6.8.1 Company shall provide basic medical services to Apprentice(s) so as to meet an emergency situation arising due to accidents during the Apprenticeship Training, which result in any injury. The relevant authorities shall be informed of the incident, if so required under the law.
- 6.8.2 In case the Apprentice(s) on their own desires to seek medical consultation or use medical services externally then depending on the requirement of the medical condition they shall be allowed upon seeking due permission from the concerned official who is managing or entrusted with the affairs of the Apprentice(s).

### *6.9 Consideration for employment*

Company, though it would not be under any obligation to offer employment, would consider and shall give preference to the Apprentice(s) who have undergone Apprenticeship Training and are willing to join the employment of Company. For any such selection, due regard shall be given to the conduct of the Apprentice(s) during the tenure of the Apprenticeship training. Apprentice(s) shall not be compelled or forced to accept employment. However, in case there is a condition under the Contract of Apprenticeship entered by the Apprentices with the Company that the Apprentice on completion of the Apprenticeship Training shall serve then on completion thereof the Apprentice shall be offered suitable employment and paid such remuneration as may have been agreed.

## **7. Grievance Mechanism**

7.1 In order to provide redress for grievances of the Apprentices(s), Company shall:

- 7.1.1 arrange for and provide a suitable grievance redressal mechanism within its organizational setup. There shall be a designated person-in-charge who shall be responsible for managing the affairs related to Apprentice(s), Apprenticeship Training and for addressing the issues/grievances of the Apprentice(s).
- 7.1.2 ensure that the designated person-in-charge shall arrange for suitable training and orientation session so as to create awareness amongst the Apprentice(s) in respect of the redressal mechanism.

7.1.3 arrange for and provide for an anonymous suggestion box and a designated email address, telephone number whereby the Apprentice(s) may seek redressal of their grievances.

7.2 The resolution of grievances shall be reported back to Apprentice(s) and no retaliation and intimidation shall be taken against Apprentice(s) who reports the grievance in good faith.

## **8. Orientation and Implementation of these Guidelines**

Company shall implement these Guidelines in their establishment and in doing so, also arrange for the required training and orientation sessions.

### *8.1 Training on the Guidelines*

Company shall arrange for the training sessions for the designated person-in-charge and such other officials who are engaged or involved in facilitating the Apprenticeship Training process or are managing the affairs connected with Apprentices. These Guidelines would also be communicated to all such officials.

### *8.2 Implementation of the Guidelines*

8.2.1 Company along with its designated person-in-charge and other nominated officials shall oversee and ensure the implementation of these Guidelines.

8.2.2 Regular Audits shall be carried out by the Company through internal or external auditors so as to assess and monitor the implementation of these Guidelines.

8.2.3 Based on the observations/ suggestions as may be made by the internal or external Auditor(s) after reviewing the implementation of these Guidelines or otherwise the affairs of the engaged Apprentice(s), Company shall take appropriate steps so as to incorporate and implement such suggestions/ improvement mechanisms so as to meet the requirements under the applicable law.

8.2.4 These Guidelines shall also apply to Company's suppliers in India.

## Document History

Version	Changes	Date
Ver.1.0	• Initial release of document	2016.10