

CANTERBURY INDUSTRIAL DISTRICT TINSMITHS AND SHEET-METAL WORKERS.—APPRENTICESHIP ORDER.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Apprentices Act, 1923, and its amendments; and in the matter of the conditions of apprenticeship in the tinsmithing and sheet-metal-working industry within the Canterbury Industrial District.

Tuesday, the 11th day of October, 1938.

WHEREAS, pursuant to section 4 (1) of the Apprentices Act, 1923, an Apprenticeship Committee has been set up for that portion of the Canterbury Industrial District lying within a radius of twenty miles from the Chief Post-office in the City of Christchurch in connection with the tinsmithing and sheet-metal-working industry: And whereas the duly appointed delegate of the Court has heard the employers, workers, and other persons concerned, and has considered the recommendations made to it by the said Committee: And whereas the duly appointed delegate of the Court has deemed it expedient to make an order under section 5 of the said Act prescribing the wages, hours, and other conditions of employment to be incorporated in contracts of apprenticeship in the said industry in the said district, and prescribing such other matters and things as the Court is required and authorized by the said section to prescribe: Now, therefore, the duly appointed delegate of the Court doth hereby order and prescribe as follows:—

1. The locality in which this order shall have effect is the Canterbury Industrial District.
2. The trades or industries to which this order shall apply are tinsmithing and sheet-metal working, including coppersmithing (under $\frac{3}{8}$ in. in thickness).
3. Every contract of apprenticeship and every alteration or amendment thereof shall be in writing signed by the employer and the apprentice, and, if the apprentice is under the age of twenty-one years, by the parent or guardian (if any) of the apprentice, and shall be registered by the employer in the prescribed manner within fourteen days of the date thereof with the District Registrar.
4. The minimum age at which a person may commence to serve as an apprentice shall be fourteen years.
5. The term of apprenticeship shall be five years.
6. The proportion of the total number of apprentices to the total number of journeymen employed by any employer shall be not more than one to two or fraction thereof.
7. The proportion of apprentices to journeymen employed by any employer shall, for the purpose of determining whether such employer is entitled to enter into a contract of apprenticeship with an apprentice, be based upon the number of journeymen who at the date of making

the contract of apprenticeship had been employed by that employer for not less than two-thirds full time for a period of twelve months preceding that date.

8. An employer, before taking an apprentice to learn the trade of tinsmithing and sheet-metal working, shall first apply to the Apprenticeship Committee for its approval, shall satisfy the Committee that he is a suitable employer, is in a position to continue in business as an employer, and has the facilities for properly teaching him the trade.

9. For the purpose of this order an employer who himself works at the trade shall be entitled to count himself as a journeyman.

10. The minimum rate of wages payable to apprentices serving an apprenticeship shall be as follows :—

	Per Week.		
	£	s.	d.
First six months	0	16	0
Second six months	1	0	0
Third six months	1	4	0
Fourth six months	1	8	0
Fifth six months	1	12	0
Sixth six months	1	16	0
Seventh six months	2	2	6
Eighth six months	2	7	6
Ninth six months	2	12	6
Tenth six months	2	17	6

11. If ordered to do so by the Court or a Committee, any apprentice residing, in the opinion of the Committee, within a reasonable distance from a technical college or school or other approved institution shall, during the first three years of his apprenticeship or until he shall have obtained the certificate hereinafter mentioned, attend the classes in such college, school, or institution in the subjects relating to the trade, and in such case the employer shall refund to the apprentice the amount of fees for each term in which his attendance is not less than 75 per cent. of the maximum possible, and provided he shall have obtained a pass in the examination.

12. Every apprentice who, whether he has been ordered to attend such classes or not, shall have obtained from the principal of the college, school, or institution in which he has attended classes as before mentioned a certificate that he has passed an examination equivalent to that required to be passed in order to obtain a certificate in the subjects referred to in clause 11 hereof in grade 2 of the City and Guilds of London Institute shall, upon production of such certificate to his employer, be paid during the remainder of his apprenticeship at the rate of not less than 5s. per week in excess of the minimum rate provided in clause 10 hereof, payment to be made from the date of examination.

13. The period of probation to be prescribed in any contract of apprenticeship to enable the employer of any apprentice to determine his fitness shall not exceed three months.

14. A person under the age of twenty-one years who has served part of his apprenticeship to the trade outside of New Zealand may complete his term of apprenticeship herein provided for with an employer in the district on furnishing to the District Registrar a certificate from his former employer and/or such other evidence (if any) as the District Registrar may require in order to show the time served by such person as an apprentice outside of New Zealand. The District Registrar may refuse to register any contract of apprenticeship entered into under the provisions of this clause until such evidence has been furnished him. Any party aggrieved by the decision of the District Registrar may, within fourteen days, appeal to the Court, whose decision shall be final and conclusive.

15. An apprentice shall make up all time lost by him in any period through his own default, or for any cause not directly connected with the business of the employer, before he shall be considered to have entered on the next succeeding period of his apprenticeship or, if in the final period, to have completed his apprenticeship; but an apprentice working overtime shall have such time added to his ordinary time in calculating the respective periods of his apprenticeship.

16. An employer shall be entitled to make a rateable deduction from the wages of an apprentice for any time lost by him through sickness in excess of two weeks in any year or through his own default.

17. The employer shall be entitled to make a rateable deduction from the wages of an apprentice for any time during which the factory is closed for the purpose of cleaning or repairing the machinery, but not for a longer period or periods than two weeks in any year of the apprenticeship.

18. The hours worked by an apprentice shall, subject to any statute, be those normally worked by journeymen in accordance with the provisions of the award or industrial agreement relating to the employment of journeymen for the time being in force in the district.

19. An employer shall not require or permit an apprentice under sixteen years of age to work more than six hours overtime in any week. An employer shall not permit or request an apprentice to work overtime on any night he has to attend classes at a technical or other before-mentioned institution.

20. The minimum rates for overtime payment for apprentices shall be appropriate to those fixed by the current award or industrial agreement for journeymen in each branch of the industry, with a minimum of 1s. 6d. per hour.

21. The conditions of the award or industrial agreement referred to in clause 18 hereof, in so far as they relate to the method and time of payment of wages, holidays (except in regard to deductions for holidays), travelling-time, suburban work, country work, meal-money, and other matters relating generally to the employment and not in conflict with this order, shall be applicable to apprentices.

22. (a) The employer, on the coming into force of this order, shall see that every apprentice is supplied with snips, rivet sets, groovers, hammers, and a locker (with key) to contain same, but after being once so supplied the apprentice shall be responsible for the tools, and in the event of his leaving his employ all of the said tools shall be returned to the employer or replaced at the expense of the apprentice, unless he can show that any of the tools have been broken in the carrying-out of his work.

(b) The employer shall supply all other tools required; such tools to remain the property of the employer, and shall not be taken off the premises.

23. Every contract of apprenticeship shall accord with the provisions of the Apprentices Act, 1923, and its amendments, and this order, and shall make provision, either expressly or by reference to the said order or Act, for the several matters provided for therein, and shall not contravene the provisions of any Act relating to the employment of boys or youths. In default of such provision being made in any such contract of apprenticeship, or in so far as the provision is defective or ambiguous, the contract shall be deemed to provide that the conditions of apprenticeship shall not be less favourable to the apprentice than the minimum requirements of this order.

24. It shall be an implied term in every contract of apprenticeship that the apprentice will diligently and faithfully obey and serve the employer as his apprentice for the prescribed term, and will not absent himself from the employer's service during the hours of work without the leave of the employer or except as permitted by this order, and, further, will not commit or permit or be accessory to any hurt or damage to the employer or his property, nor conceal any such hurt or damage if known to him, but will do everything in his power to prevent the same.

25. It shall be an implied term in every contract of apprenticeship that the employer will during the prescribed term, to the best of his power, skill, and knowledge, train and instruct the apprentice, or cause him to be trained or instructed, as a competent journeyman in the branch or branches of the trade of a tinsmith and sheet-metal worker, in accordance with the provisions of the Apprentices Act, 1923, and its amendments, and of this order, and any amendments thereof: Provided, however, that if the business carried on by the employer does not comprise all the operations usually included in the training of a journeyman in the specified branch or branches of the trades covered by this order, the operations to be taught the apprentice shall be specifically set out in the contract of apprenticeship, and in default thereof the employer shall be deemed to have contracted to train or instruct the apprentice in all the operations usually included in the training of a journeyman in such branch or branches of the trade covered by this order.

26. No premium in respect of the employment of any person as an apprentice shall be paid to or received by the employer, whether such premium is paid by the person employed or by any other person.

27. The provisions of this order shall not necessarily apply in the case of a special contract of apprenticeship entered into under section 7 of the Statutes Amendment Act, 1936.

28. It shall be an implied term in every contract of apprenticeship that the provisions of the Master and Apprentice Act, 1908, shall not apply thereto.

29. The powers conferred on the Court by paragraphs (b) to (l), inclusive, of section 5 (4) of the Apprentices Act, 1923, are hereby delegated by the Court to the said Committee in so far as those powers relate to the said industry in the area lying within a radius of twenty miles from the Chief Post-office in the City of Christchurch, but reserving nevertheless power to the Court at any time and from time to time to withdraw all or any of such powers.

30. This order shall operate and take effect as from the day of the date hereof.

31. The order dated the 23rd day of September, 1925, and recorded in Book of Awards, Vol. XXVA, p. 828, and its amendments, are hereby revoked.

[L.S.]

J. A. GILMOUR, Stipendiary Magistrate,
Acting as a duly appointed Delegate
of the Court of Arbitration.

[For suggested form of apprenticeship contract see page 2047.]
