

WELLINGTON INDUSTRIAL DISTRICT **ENGINEERING TRADES.**
—APPRENTICESHIP ORDER

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Apprentices Act, 1923, and its amendments; and in the matter of the conditions of apprenticeship in the Engineering Trades within the Wellington Industrial District.

Wednesday, the 11th day of August, 1943.

WHEREAS, pursuant to section 4 (1) of the Apprentices Act, 1923, an Apprenticeship Committee has been set up within the Wellington Industrial District in connection with the engineering trades: And whereas 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 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 trades 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 Court doth hereby order and prescribe as follows:—

1. The locality in which this order shall have effect is the Wellington Industrial District.

2. The trades or industries to which this order shall apply are engineering, coppersmithing, boilermaking, and moulding.

3. The provisions of this order shall apply to all employers of apprentices in the industry in the district (whether bound by an award or industrial agreement relating to the said industry or not), and to all apprentices employed by such employers in such industry, and to all contracts of apprenticeship between such employers and apprentices.

4. Every employer shall within three days after engaging any person as an apprentice give notice of such engagement to the District Registrar.

5. Contracts of apprenticeship, and every alteration or amendment thereof, shall be registered with the District Registrar for the district within a period of fourteen days after the commencement of the employment of the apprentice, or the expiration of any period of probation served by him,

pursuant to the Apprentices Act (in the case of an original contract), or within fourteen days of the making of the alteration. If the contract or alteration is not presented for registration as aforesaid, the parties thereto are severally liable to a fine of £10 under the Apprentices Act, 1923, and its amendments.

6. The minimum age at which a person may commence to serve as an apprentice shall be fifteen years.

7. The term of apprenticeship shall be five years.

8. The proportion of the total number of apprentices to the total number of journeymen employed by any employer shall be—engineers and coppersmiths, not more than one to one; boilermakers and moulders, one to two or fraction of two.

9. The minimum rates of wages payable to apprentices shall be:—

	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

10. The two general orders made under the Rates of Wages Emergency Regulations 1940, and dated 9th August, 1940, and 31st March, 1942, respectively, shall be deemed to be incorporated in this order, and shall have effect according to their tenor.

11. Any apprentice residing within a radius of twelve miles from a technical college or other approved institution shall, during the first three years of his apprenticeship or until he shall have obtained a certificate hereinafter mentioned, attend the classes in such college or institution in such subjects suitable to the branch of the trade followed by the apprentice, and in such cases the employer shall refund to the apprentice the amount of the fees for each term in which his attendance is not less than 75 per cent. of the maximum possible.

12. Every apprentice who, whether he has been ordered to attend such classes or not, shall have obtained from the Principal of the college or institution in which he has attended classes as before mentioned a certificate that he has passed an examination in Grade 1 of Mechanical Engineering of the City and Guilds of London Institute or the Canterbury College School of Engineering, or an equivalent certificate, shall, upon production of such certificate to his employer, be paid during the remaining year or years of his apprenticeship at the rate of not less than 5s. per week in excess of the minimum rate provided in clause 9 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 an apprentice to determine his fitness shall not exceed four months in the case of a first apprenticeship to the trade, and shall not exceed one month in any other case.

14. A person under twenty-one years of age who has served part of his apprenticeship to the trade outside of New Zealand may complete the 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 to 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. The period of probation in cases coming within the scope of this clause shall not exceed three months.

15. An apprentice shall make up all time lost by him in any year through his own default or sickness, or for any cause not directly connected with the business of the employer, before he shall be considered to have entered upon the next succeeding year of his apprenticeship or, if in the final year, to have completed his apprenticeship. Any overtime worked during the year shall be set off against time lost through default or sickness during the year, such time to be calculated on the clock hours worked.

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 fourteen days in any year or through his own default.

17. 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: Provided that where the hours worked by journeymen in accordance with any such aforesaid provisions are in excess of forty per week the wages of apprentices shall be increased by one-fortieth for each hour worked in excess of forty: Provided, further, that when a holiday occurs in any week the number of hours which would ordinarily be worked on such day shall be counted as time worked for the purpose of computing the weekly hours.

18. An employer shall not require or permit an apprentice under sixteen years of age to work more than six hours overtime in any week.

19. The minimum rates of overtime for apprentices shall be those relating to the award or industrial agreement ruling in the district, with a minimum payment of 1s. 6d. per hour.

20. The conditions of the award or industrial agreement referred to in clause 17 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 of journeymen and not in conflict with this order, shall be applicable to apprentices.

21. 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 Act, and its amendments or this order, 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 any such provision being made in any contract of apprenticeship, or in so far as such 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.

22. 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 and instructed, as a competent journeyman in the branch or branches of the iron and metal-working trade agreed upon in accordance with the provisions of the Apprentices Act, 1923, and its amendments, and of this order and any amendment 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 iron or metal-working trade, 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 and instruct the apprentice in all the operations usually included in the training of a journeyman in such branch or branches of the iron and metal-working trade.

23. 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 same.

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

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

26. 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.

27. The powers conferred on the Court by paragraphs (b) to (l) inclusive of section 5 (4) of the said Act 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-five miles from the chief post-office in the City of Wellington, but reserving, nevertheless, power to the Court at any time and from time to time to withdraw all or any of such powers.

28. The orders dated the 30th day of December, 1924 (25 Book of Awards 1667), the 7th day of September, 1925 (25A Book of Awards 790), the 1st day of October, 1925 (25A Book of Awards 940), and any amendments thereof, are hereby revoked.

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

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The application for the apprenticeship order was forwarded to the District Registrar of Apprentices before the 15th December, 1942, and was before the Court before the 8th May, 1943, consequently the application falls within the scope of subclause 2 (d) of Regulation 43A of the Economic Stabilization Emergency Regulations 1942, Amendment No. 1 (Serial number 1943/38). In making the apprenticeship order the Court is required to have regard to the general purpose of the regulations (subclause 7 of Regulation 43A, Amendment No. 2, Serial number 1943/49).

The wage rates were agreed upon by the parties and, inasmuch as they are the same as those at present in operation in the Northern, Taranaki, Canterbury, and Otago and Southland Industrial Districts, the Court has incorporated them in the order.

The only matters referred to the Court were claims by the workers relating to the following matters: (1) Provision in the order for an annual holiday of fourteen days; (2) additional payment where the ordinary weekly hours exceed forty; (3) computation of the weekly hours when a holiday occurs. Regarding (1), the Court declines to make any provision in the order for an annual holiday, and, regarding (2) and (3), the Court has incorporated provisions similar to those contained in the Northern Industrial District Engineering Trades' apprenticeship order (see 40 Book of Awards 187).

In other respects, apart from certain adjustments to bring the provisions of the order into line with statutory requirements, the order embodies the recommendations of the apprenticeship committee.

A. TYNDALL, Judge.

SUGGESTED FORM OF APPRENTICESHIP CONTRACT

THIS DEED, made the day of , 19 , between [Full name of employer], of [Address and occupation], (hereinafter called "the master") of the first part. [Full name of apprentice's parent or guardian], of [Address and occupation], (hereinafter called "the guardian") of the second part, and [Full name and address of apprentice], a minor born on the day of , 19 (hereinafter called "the apprentice"), of the third part, witnesseth as follows:—

1. The master hereby covenants with the apprentice, and also as a separate covenant with the guardian, that he will take the apprentice as his apprentice in the trade of a (or that branch of the trade known as), and the apprentice and the guardian hereby jointly and severally covenant with the master that the apprentice will serve the master as such apprentice for the term and upon and subject to the conditions hereinafter set forth.

2. The term of the apprenticeship shall be years, commencing on the day of , 19 , and shall be served at [State place].

3. The master shall pay to the apprentice during the said term wages at the rates hereinafter specified, to wit: during the first year, per week [and so on for each period].

4. The provisions of the Apprentices Act, 1923, and the regulations made thereunder, and the general order of the Court of Arbitration, dated the day of , 19 , governing the conditions of apprenticeship in the trade, are, save as hereinafter expressly provided, deemed to be incorporated in these presents.

5. The period of probation referred to in section 12 of the said Act shall be months.

6. The apprenticeship shall be subject to the minimum conditions provided in and by the said general order, except as follows: [Here state conditions agreed to in so far as they differ from those of the general order].

7. [If the employer does not carry on a business that comprises all the operations usually included in the training of an apprentice as a journeyman in the trade, state specifically the operations to be taught the apprentice.]

In witness whereof these presents have been executed by the parties hereto the day and year first before written.

[Employer's signature.]

Signed by the said in the }
presence of—

[Witness's signature, occupation, and address.]

[Continue similarly for guardian and apprentice.]