

NORTHERN INDUSTRIAL DISTRICT (EXCEPT GISBORNE
 JUDICIAL DISTRICT) **PAINTERS AND DECORATORS.**
 —APPRENTICESHIP ORDER

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Apprentices Act, 1923, and its amendments; and in the matter of the conditions of apprenticeship in the painting and decorating industry in the Northern Industrial District (except Gisborne Judicial District).

Wednesday, the 26th day of April, 1944

WHEREAS, pursuant to section 4 (1) of the Apprentices Act, 1923, an Apprenticeship Committee has been set up within the Northern Industrial District (except Gisborne Judicial District) in connection with the painting and decorating industry: 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 trade 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 Northern Industrial District (except that part thereof which is included in the Gisborne Judicial District).

2. The branches of the trade or industry of painting and decorating to which this order shall apply are painting, paper-hanging, graining, glazing, signwriting, poster and display artistry, ticket-writing, and silk-screen processes.

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 in the case of persons commencing to serve as apprentices between the ages of fifteen and seventeen years shall be five years, and in the case of persons commencing to serve as apprentices after having attained the age of seventeen years the term of apprenticeship shall be four years.

8. (a) The Apprenticeship Committee for the locality may determine the proportion of apprentices to journeymen that may be employed by any employer.

(b) Each employer before employing an apprentice to learn the trade or branch of the trade shall first apply to the Apprenticeship Committee for its approval, and when required he shall furnish in writing to the Committee particulars of the journeymen employed for the previous six months, and also particulars of the apprentices employed and the apprentices intending to be employed, and 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 training the apprentice in the trade or branch of the trade.

9. For the purpose of determining from time to time the total number of journeymen employed by any employer, each employer shall, when requested to do so by the District Registrar or Committee, furnish a statement of the number of journeymen employed by him for at least two-thirds full time during the six months preceding.

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 rates of wages payable to apprentices whose age at the time of commencing to serve as apprentices does not exceed seventeen years shall be—

			Per Week.		
			£	s.	d.
First six months	..	..	1	3	0
Second six months	..	..	1	8	0
Third six months	..	..	1	13	0
Fourth six months	..	..	1	18	0
Fifth six months	..	..	2	4	0
Sixth six months	..	..	2	10	0
Seventh six months	..	..	2	17	0
Eighth six months	..	..	3	4	0
Ninth six months	..	..	3	12	0
Tenth six months	..	..	4	0	0

For apprentices commencing to serve as apprentices after having attained the age of seventeen years the minimum rates of wages shall be—

			Per Week.		
			£	s.	d.
First six months	..	..	1	10	0
Second six months	..	..	1	15	0
Third six months	..	..	2	2	6
Fourth six months	..	..	2	10	0
Fifth six months	..	..	2	17	6
Sixth six months	..	..	3	5	0
Seventh six months	..	..	3	12	6
Eighth six months	..	..	4	0	0

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

11. If ordered to do so by the Court, any apprentice residing within a radius of twenty miles from a technical college or school or other approved institution shall, during the first four years of his apprenticeship or until he shall have obtained the certificate hereinafter mentioned, attend the classes in such college, school, or institution in painting and decorating, and in such case the employer shall pay the fees for each term, and if the apprentice fails through his own default to attend not less than 70 per cent. of the maximum possible, then and in such case it shall be competent for the employer to deduct the amount of the fees paid from the wages of the apprentice by weekly deductions not exceeding 5s. per week.

12. Every apprentice who, whether he had 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 which in the opinion of the Committee is equivalent to that required to be passed in order to obtain a certificate in painters' and decorators' work in Grade 2 of the City and Guilds of London Institute shall, upon production of such certificate to his employer, be paid during the fourth year of his apprenticeship at the rate of not less than 5s. per week in excess of the minimum rate provided in clause 10 hereof, and during the fifth year of his apprenticeship at the rate of not less than 7s. 6d. per week in excess of such minimum rate.

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 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 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 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 one month.

15. An apprentice shall make up all time lost by him in any six months 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 on the next succeeding six months of his apprenticeship or, if in the final six months, to have completed his apprenticeship. Any overtime worked by an apprentice shall similarly be credited to the apprentice as part of any six months 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 hours worked by an apprentice shall, subject to the provisions of any statute, be those normally worked by journeymen in accordance with the provision of the award or industrial agreement relating to the employment of journeymen for the time being in force in the district.

18. An employer shall not require or permit an apprentice under eighteen years of age to work overtime in excess of ten hours in any one week.

19. The minimum rates of overtime payment for apprentices shall be as follows: Time and a half for the first four hours, and double time thereafter, or 1s. 9d. per hour, whichever is the greater.

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, travelling-time, suburban work, country work, meal-money, and other matters (other than membership of union) relating generally to the employment and not in conflict with this order, shall be applicable to apprentices.

21. The employer shall provide each apprentice with a full kit of tools required by him to learn the trade, but once during his term of apprenticeship.

22. Every contract of apprenticeship shall accord with the provisions of the Apprentices Act, 1923, and this order, and shall make provision, either expressly or by reference to the said Act or this order, for the several matters provided for herein, 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 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.

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 the same.

24. 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 trade of a painter and decorator in accordance with the provisions of the Apprentices Act, 1923, 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 trade of a painter and decorator, 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 the trade of a painter and decorator.

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

26. 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.

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

28. The powers conferred on the Court by paragraphs (b) to (l) of subsection (4) of section 5 of the said Act are hereby delegated by the Court to the said Committee in so far as these powers relate to the said industry in the Northern Industrial District (except Gisborne Judicial District), but reserving nevertheless power to the Court at any time and from time to time to withdraw all or any of such powers.

29. The apprenticeship order of the 26th day of August, 1924, recorded in 25 Book of Awards 809, and any amendments thereof, are hereby revoked, in respect of the locality covered by this order, as from the date of coming into operation of this order.

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

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The order embodies the recommendations made by the Apprenticeship Committee. In making it, the Court has had regard to the provisions of the Economic Stabilization Emergency Regulations.

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.*]