

NORTHERN INDUSTRIAL DISTRICT **HAIRDRESSING TRADE.**—
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 Hairdressing Trade in the Northern Industrial District.

Tuesday, the 13th day of August, 1946

WHEREAS, pursuant to section 4 (1) of the Apprentices Act, 1923, an Apprenticeship Committee has been set up within the Northern Industrial District in connection with the hairdressing trade: 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.

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

3. Every contract of apprenticeship and every alteration or amendment thereof shall be in writing, signed by the employer and apprentice and, if the apprentice is under the age of twenty-one years, by the parent or guardian of the apprentice, and shall be registered in the manner prescribed by the Apprentices Act, 1923, and its amendments.

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

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

6. The term of apprenticeship shall be five years.

7. (a) The proportion of the total number of apprentices to the total number of journeymen employed in any saloon shall be not more than one to two or fraction of two.

(b) For the purposes of this clause an employer who himself works at the trade shall be entitled to count himself as a journeyman.

8. The minimum weekly wages payable to apprentices under this order shall be the undermentioned percentages of the weekly wages prescribed for journeymen by the award relating to male hairdressers in force from time to time in the Northern Industrial District:

	Per Cent.
During the first six months	23
During the second six months	29
During the third six months	35
During the fourth six months	41
During the fifth six months	47
During the sixth six months	53
During the seventh six months	59
During the eighth six months	65
During the ninth six months	71
During the tenth six months	77

9. All rates of remuneration, including wages and overtime and any other special payments, provided for in this order shall be increased to the extent and in the manner prescribed by the two general orders of the Court made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively.

10. The period of probation to be prescribed in any contract of apprenticeship to enable the employer to determine the fitness of the apprentice shall be three months in the case of a first apprenticeship to the trade, shall be two months in the case of a second apprenticeship, and one month in any other case.

11. A person under twenty-one years of age who has served part of his apprenticeship outside New Zealand may complete the term of five years herein provided for with an employer in the Northern Industrial District on furnishing to the District Registrar a certificate from his former employer and/or any other evidence the District Registrar may require as to the time served by such person as an apprentice outside 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. The period of probation in cases coming within the scope of this clause shall not exceed one month.

12. An apprentice shall make up all time lost by him in any six monthly period 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 six-monthly period of his apprenticeship or, if in the final six-monthly period, to have completed his apprenticeship.

13. An employer shall be entitled to make a rateable deduction from the wages of an apprentice for any time lost by him through sickness or through his own default or through no fault of the employer or by his voluntary absence from work with the consent of the employer. No deduction from the apprentice's wages shall, however, be made during the first week of sickness in any one calendar year, provided a medical certificate is produced. An apprentice during the first two years and a half shall not be required to supply any tools.

14. The hours worked by an apprentice shall, subject to the provisions of 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 in the district.

15. The conditions of the award or industrial agreement referred to in clause 14 hereof in so far as they relate to any matter (other than union membership) shall be applicable to apprentices, provided they do not conflict with any other clause of this order.

16. Every contract of apprenticeship shall accord with the provisions of the Apprentices Act, 1923, and its amendments, and this order, and shall make provision 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, or if such provision is defective or ambiguous, the contract shall be deemed to provide that the conditions of apprenticeship shall be not less favourable to the apprentice than the minimum requirements of this order.

17. It shall be an implied term in every contract of apprenticeship that the apprentice shall diligently and faithfully obey and serve the employer for the prescribed term, and will not absent himself from the employer's service during the hours of work without the employer's permission 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 possible to prevent the same.

18. It shall be an implied term in every contract of apprenticeship that the employer, during the prescribed term, will, 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 hairdresser: 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 hairdresser, the operations to be taught shall be specifically set out in the contract, 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 hairdresser.

19. No premium in respect of the apprenticeship of any person shall be paid to or received by the employer, whether such premium be paid by the person apprenticed or by any other person.

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

21. 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.

22. 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 Auckland Hairdressers' Apprenticeship Committee in so far as apprentices employed within a radius of twenty miles from the Auckland Chief Post-office are concerned, but reserving power to the Court at any time to withdraw all or any of such powers.

23. The apprenticeship order dated the 28th April, 1926, and recorded in 26 Book of Awards 209, and the apprenticeship order dated 19th March, 1929, and recorded in 29 Book of Awards 119, and any amendments thereof, are hereby cancelled as from the date of coming into operation of this order.

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

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The Apprenticeship Committee recommended the inclusion in clause 17 of a punitive provision of a very drastic nature. The Court could not see its way to embody this provision in the apprenticeship order.

A. TYNDALL, Judge.

[For suggested form of apprenticeship contract see page 210.]