

NEW ZEALAND **MEN'S HAIRDRESSING INDUSTRY—**  
APPRENTICESHIP ORDER

In the Court of Arbitration of New Zealand.—In the matter of the Apprentices Act, 1948; and in the matter of the conditions of apprenticeship in the men's hairdressing industry.

WHEREAS application has been made to the Court by the New Zealand Hairdressing Apprenticeship Committee for an apprenticeship order governing the conditions of apprenticeship in the men's hairdressing industry for the whole of New Zealand: 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 13 of the Apprentices Act, 1948, prescribing wages, hours, and other conditions of employment to be incorporated in contracts of apprenticeship in the industry for the whole of New Zealand, and prescribing such other matters and things as the Court is required and authorized by the said section or elsewhere to prescribe: Now, therefore, the Court doth hereby order and prescribe as follows:—

*Industry to Which Order Applies*

1. The industry to which this order shall apply is men's hairdressing (hereinafter called "the industry").

### *Application of Order*

2. The provisions of this order shall apply to all employers of apprentices in the industry throughout New Zealand (whether bound by an award or agreement relating to the industry or not), and to all apprentices (male or female) employed by such employers in the industry and to all contracts of apprenticeship between such employers and apprentices. (An "agreement" is an industrial agreement filed under section 28 of the Industrial Conciliation and Arbitration Act, 1925, or an agreement filed under section 8 of the Labour Disputes Investigation Act, 1913.)

### *Prior Consent of Committee*

3. (a) No employer shall engage any person as an apprentice on probation or enter into any contract of apprenticeship without the prior consent in writing of the appropriate local Apprenticeship Committee (hereinafter called the "local Committee") or, where there is no such Committee, of the District Commissioner of Apprenticeship (hereinafter called the "District Commissioner").

(b) An employer, before taking an apprentice to learn the industry shall first satisfy the Committee or the District Commissioner, as the case may be, that he is a suitable employer, is in a position to continue in business as an employer, and has the facilities for properly teaching the apprentice the skills listed in the schedule to this order.

### *Contracts to be Registered*

4. Every contract of apprenticeship and every alteration thereof shall be in writing and shall be registered with the appropriate District Commissioner within a period of twenty-eight days after the commencement of the employment of the apprentice (in the case of an original contract) or within fourteen days after the making of the alteration (in the case of an altered contract).

If the contract or alteration is not presented for registration as aforesaid, the parties thereto shall be severally liable to a fine not exceeding £10 under the Apprenticeship Act, 1948.

### *Minimum Age*

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

### *Prerequisite Education*

6. It shall be necessary for a person desiring to become an apprentice after this order comes into effect to produce to the local Committee, or where there is no Committee, the District Commissioner, satisfactory evidence that he has completed a primary school course to Form Two, or has attained an equivalent standard of education, provided that the local Committee, or the District Commissioner, as the case may be, may waive this requirement in exceptional cases.

### *Term of Apprenticeship*

7. (a) The term of apprenticeship shall be four years six months, divided into nine six-monthly periods: Provided that in any contract of apprenticeship in force at the time of coming into force of this order the term of apprenticeship shall not be extended beyond that contained in that contract.

(b) All holidays provided for in the award or agreement referred to in clause 10 of this order which are taken by an apprentice shall be deemed to be time served under his contract. Time worked on such holidays shall be added to the time deemed to be time served.

(c) All time lost by an apprentice through his own default or sickness in any period of his employment shall be made up before such apprentice shall be considered to have entered upon the next succeeding period of his employment, and the total period of his employment shall be extended by a period equivalent to such lost time; but an apprentice working overtime shall have such time added to his ordinary time in calculating the respective period of his employment.

(d) Where the New Zealand Committee is of the opinion that time served in a related occupation prior to the date of application for engagement of an apprentice should be credited to the apprentice, it may, on application made to it by or through a local Committee, fix a term of not less than three years.

### *Period of Probation*

8. 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 industry, and shall not exceed one month in any other case.

### *Proportion*

9. (a) The proportion of the total number of apprentices to the total number of journeymen employed by any employer in any establishment shall be not more than one to every three or fraction of three journeymen employed.

(b) Notwithstanding the provisions of subclause (a) of this clause one additional apprentice may be employed by any employer where there is an apprentice who has only three months of his apprenticeship to serve, but only one such apprentice additional to the number permitted by subclause (a) of this clause may be employed by any employer at any time. The apprentice whose entry into his last three months has permitted the engagement of the additional apprentice shall not be reckoned as a journeyman for the purpose of calculating the proportion.

(c) The proportion of apprentices to journeymen employed by any employer shall, for the purpose of determining whether or not 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 application to the local Committee or the District Commissioner, as the case may be, had been employed in that establishment full time for a period of six months preceding that date.

(d) For the purpose of this order an employer who himself works substantially at the industry shall be entitled to count himself as a journeyman.

(e) The powers and discretions provided for in section 29 of the Apprentices Act, 1948, may be exercised by the District Commissioner and a local Committee, notwithstanding that an employer to whom it is proposed to transfer an apprentice is already employing the full proportion of apprentices as determined by this order: Provided, however, that such a transfer in excess of the full proportion shall be approved only if there is no other employer in the locality willing and able to employ the apprentice.

### *Wages*

10. The minimum weekly rates of wages payable to apprentices shall be the undermentioned percentages of the minimum weekly wage rate for journeymen hairdressers as prescribed by the award or agreement relating to the employment of such journeymen for the time being and from time to time in force in the establishment in which the apprentice is

employed, or if there is no such award or agreement, as prescribed by the award or agreement relating to the employment of such journeymen for the time being and from time to time in force in a locality including the City of Wellington:—

	Per Cent.
First six-monthly period .. .. .	23
Second six-monthly period .. .. .	30
Third six-monthly period .. .. .	38
Fourth six-monthly period .. .. .	46
Fifth six-monthly period .. .. .	54
Sixth six-monthly period .. .. .	62
Seventh six-monthly period .. .. .	70
Eighth six-monthly period .. .. .	77
Ninth six-monthly period .. .. .	85

#### *Technical Education*

11. (a) The New Zealand Apprenticeship Committee may order any apprentice to attend at a school or institution approved by it for instruction in hygiene and other matters connected with the industry for periods not exceeding forty hours in any one year.

(b) If an apprentice is so ordered to attend, wages for time spent at such a school or institution and in travelling between it and his usual place of residence shall be paid by the employer at the appropriate weekly rate, subject to the local Committee, or where there is no Committee, the District Commissioner, receiving a satisfactory report from the school on the apprentice's attendance and conduct.

(c) Any period during which an apprentice attends compulsory classes pursuant to an order under subclause (a) hereof shall be deemed to be time served under his contract.

#### *Apprentices from Overseas*

12. A person under twenty-one years of age who has served part of his apprenticeship to the industry outside of New Zealand may complete the term of apprenticeship herein provided for with any employer in New Zealand on furnishing to the District Commissioner and the local Committee, if any, a certificate from his former employer and/or such other evidence (if any) as the District Commissioner and the local Committee may require in order to show the time served by such person as an apprentice outside of New Zealand. The District Commissioner 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 affected by the decision of the District Commissioner may, within fourteen days, appeal to the Court, whose decision shall be final and conclusive.

#### *Deductions by Employer*

13. An employer shall be entitled to make a rateable deduction from the wages of an apprentice for any time lost through sickness in excess of five working-days in any six-monthly period or through the default of the apprentice. Accidents not arising out of and in the course of the employment shall be deemed to be sickness, and the provisions of this order relating to the payment of and deductions from wages and making up of time in case of sickness shall apply also. The employer may require the production of a medical certificate before payment is made for time lost through sickness or accident.

#### *Hours*

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 agreement referred to in clause 10 of this order.

#### *Overtime*

15. (a) An employer shall not require or permit any apprentice to work overtime.

(b) The provisions of section 22 of the Shops and Offices Amendment Act, 1936, relating to payment for overtime worked unlawfully, shall be held to apply to apprentices generally in this industry.

#### *Conditions of Award to Apply*

16. The conditions of the award or agreement referred to in clause 10 of this order, in so far as they relate to the method and time of payment of wages, holidays, uniforms, and other matters relating generally to the employment (but not in regard to union membership) and not in conflict with this order, shall apply to apprentices.

#### *Tools and Uniforms*

17. In addition to the requirements regarding uniforms in clause 16 of this order, the employer shall supply to the apprentice his initial two uniforms. He shall also supply all tools of trade, but those tools shall remain the property of the employer throughout and at the completion of the apprenticeship.

*Contracts to Accord With Act*

18. Every contract of apprenticeship shall accord with the provisions of the Apprentices Act, 1948, 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 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 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.

*Obligations of Apprentice*

19. 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; that he will not absent himself from the employer's service during working-hours without the leave of the employer or except as permitted by this order; and that he 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.

*Obligations of Employer*

20. (a) 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 industry in accordance with the provisions of the Apprentices Act, 1948, and of this order, and any amendments thereof.

(b) Every contract shall contain the list of operations and skills to be taught the apprentice as provided in the schedule to this order.

(c) In every contract of apprenticeship made after the coming into force of this order there shall be included the title of the person who is to undertake or supervise the actual training of the apprentice. The responsibility of the person so included by his title shall be limited to actual training or supervision thereof, and shall not be held to relieve the employer, as contracting party of his contractual responsibilities.

(d) Every employer who sells or disposes of his business shall continue to be bound by any contract of apprenticeship with an apprentice until the local Committee, or the District Commissioner, as the case may be, approves of the transfer of the apprentice to another employer.

*Premiums Forbidden*

21. 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.

*Special Contracts*

22. 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 25 of the Apprentices Act, 1948.

*Revocation of Orders*

23. The following apprenticeship orders and any amendments thereto are hereby revoked as from the date of coming into force of this order:—

Northern Industrial District Hairdressing Trade apprenticeship order, dated the 13th day of August, 1946, and recorded in 46 Book of Awards 972.

Taranaki Hairdressers' apprenticeship order, dated the 17th day of July, 1939, and recorded in 39 Book of Awards 963.

Wellington Industrial District Hairdressers' apprenticeship order, dated the 14th day of November, 1938, and recorded in 38 Book of Awards 3307.

Canterbury Hairdressers' apprenticeship order, dated the 21st day of August, 1925, and recorded in 25A Book of Awards 741.

*Date of Operation*

24. This order shall operate and take effect as from the 1st day of May, 1949.

SCHEDULE

*List of Operations and Skills*

Hairdressing, shaving, razor-setting, shampooing, singeing, face and head massage, elementary hygiene, skilled use and care of tools of trade, elementary business psychology.

Dated this 29th day of March, 1949.

[L.S.]

A. TYNDALL, Judge.