

NEW ZEALAND WATCH AND CLOCK REPAIRING AND MANUFACTURING
JEWELLERY, ETC., 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 watch and clock making and repairing and manufacturing jewellery etc. industry.

WHEREAS application has been made to the Court by the New Zealand Watch and Clock Making and Repairing and Manufacturing Jewellery etc. Apprenticeship Committee for an apprenticeship order governing the conditions of apprenticeship in the watch and clock making and repairing and manufacturing jewellery etc. 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 a new 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 authorised by the said section or elsewhere to prescribe: Now, therefore, the Court doth hereby order and prescribe as follows:

1. *Industry to Which Order Applies*—The industry to which this order shall apply is that which includes the following branches: watch and clock making and repairing, manufacturing jewellery, gem-setting, badgemaking, and engraving and/or die-sinking (hereinafter called “the industry”).

2. *Application of Order*—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 male and female apprentices employed by such employers in such industry, and to all contracts of apprenticeship between such employers and apprentices, whether or not such contracts have been reduced to writing. (An “agreement” is an industrial agreement filed under section 103 of the Industrial Conciliation and Arbitration Act 1954, or an agreement filed under section 8 of the Labour Disputes Investigation Act 1913.)

3. *Interpretation*—Where no local apprenticeship committee has been appointed in any locality, or where the Court has discharged any local apprenticeship committee, the words “local apprenticeship committee” wherever used in subsequent clauses of this order shall be deemed to mean “District Commissioner of Apprenticeship”, hereinafter referred to as the “local committee” and “District Commissioner” respectively.

4. *Prior Consent of Committee*—(a) No employer shall engage any person on probation as an apprentice or enter into any contract of apprenticeship without the prior consent in writing of the appropriate local committee.

(b) An employer, before taking an apprentice to learn a branch or branches of the industry, shall furnish in writing to the local committee the names and particulars of the journeymen employed for the previous six months and also the names and particulars of the apprentices employed and of the apprentice 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 teaching an apprentice the branch or branches of the industry.

5. *Contracts to be Registered*—Every contract of apprenticeship, and every alteration thereof, shall be registered with the appropriate District Commissioner within 28 days after the commencement of the employment of the apprentice (in the case of an original contract) or within 14 days of 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 Apprentices Act 1948.

6. *Period of Probation*—(a) The period of probation to be prescribed in any contract to enable the parties to determine whether or not it shall be continued shall not exceed three months.

(b) When an apprentice is transferred from one employer to another, there shall be a period of probation not exceeding three months to enable the parties to the contract to determine whether or not it shall be continued with the employer to whom the apprentice is transferred.

7. *Minimum Age*—The minimum age at which a person may commence to serve as an apprentice shall be 15 years.

8. *Term of Apprenticeship*—(a) The term of apprenticeship shall be 10,000 hours, divided into ten 1,000-hour periods.

(b) Except for annual holidays under the Annual Holidays Act 1944, 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 or her contract, reckoning eight hours for any one day. 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 or her own default or sickness in any period of the employment shall be made up before such apprentice shall be considered to have entered upon the next succeeding period of the employment, and the total period of the employment shall be extended by a period equivalent to such lost time; but an apprentice working overtime shall have such time added to his or her ordinary time in calculating the respective period of the employment.

(d) Except as provided in subclauses (b) and (c) of this clause, only working-hours shall be reckoned as time served.

(e) Where the New Zealand Apprenticeship 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 by or through a local committee, fix the term of apprenticeship.

9. *Proportion*—(a) The proportion of apprentices to journeymen shall not exceed one to every three journeymen or fraction of three employed in the branch of the industry in which such apprentice is apprenticed.

(b) Notwithstanding the provisions contained in subclause (a) hereof, an employer in any branch of the industry may, with the consent of the local committee, take on a further apprentice when any apprentice has completed 6,000 hours of apprenticeship. When an additional apprentice is employed by virtue of the provisions of this subclause, the apprentice whose entry into the seventh period has allowed of the engagement of the additional apprentice shall be counted neither as an apprentice nor as a journeyman for the purpose of proportion.

(c) For the purpose of determining the proportion of apprentices to journeymen when taking any new apprentices on, the calculation shall be based on the number of journeymen, who, at the date of making application to the local committee, had been employed full time for the previous four calendar months.

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

(e) For the purposes of this order “journeyman” shall mean a worker who has completed an apprenticeship or who has had sufficient experience in the relevant branch of the industry to satisfy the local committee of his competence.

(f) The powers and discretions provided for in section 29 of the Apprentices Act 1948, may be exercised by the District Commissioner and the local committee notwithstanding that the employer to whom it is proposed to transfer an apprentice is already employing the full proportion of apprentices as determined by this order.

10. *Wages*—(a) The minimum weekly rates of wages payable to apprentices shall be the undermentioned percentages of the minimum weekly rate of wages for journeymen in the branch of the industry to which the apprentice is apprenticed 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:

For apprentices commencing their apprenticeship when under 18 years of age:

	Per Cent
For the first 1,000-hour period	32
For the second 1,000-hour period	37
For the third 1,000-hour period	42
For the fourth 1,000-hour period	47
For the fifth 1,000-hour period	52
For the sixth 1,000-hour period	57
For the seventh 1,000-hour period	62
For the eighth 1,000-hour period	67
For the ninth 1,000-hour period	72
For the tenth 1,000-hour period	77

For apprentices commencing their apprenticeship when 18 years of age or over:

	Per Cent
For the first 1,000-hour period	44
For the second 1,000-hour period	49
For the third 1,000-hour period	54
For the fourth 1,000-hour period	59
For the fifth 1,000-hour period	64
For the sixth 1,000-hour period	69
For the seventh 1,000-hour period	74
For the eighth 1,000-hour period	79
For the ninth 1,000-hour period	84
For the tenth 1,000-hour period	89

(b) Every apprentice who produces to the employer and the local committee evidence that he or she has passed an examination approved by the New Zealand Apprenticeship Committee shall be paid during the seventh and eighth periods of the apprenticeship at a rate of not less than 5s. a week in excess of the minimum rate provided in subclause (a) of this clause, and during the ninth and tenth periods at a rate of not less than 7s. 6d. a week in excess of that rate.

11. *Technical Classes*—(a) The New Zealand Apprenticeship Committee may order any apprentice to attend during normal working-hours at a school or institution approved by it for instruction in the branch of the industry to which he or she is apprenticed for periods of not less than a week at a time, and periods totalling in any one year not less than an amount fixed by the New Zealand Apprenticeship Committee. If the committee fails to agree on that amount, the matter shall be referred to the Court for decision.

(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 or her usual place of residence shall be paid by the employer at the appropriate weekly rate, subject to the local committee receiving a satisfactory report from the school on the apprentice's attendance and conduct.

For the purposes of the term of apprenticeship, time spent at a school during normal working-hours shall be reckoned as time served.

12. *Apprentices from Overseas*—A person who has served part of his or her apprenticeship to the trade outside of New Zealand may complete the term of apprenticeship herein provided for with any employer on furnishing to the District Commissioner a certificate from his former employer and 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 shall refuse to register any contract of apprenticeship entered into under the provisions of this clause until such evidence has been furnished to the satisfaction of himself and the committee. Any party affected by the decision of the District Commissioner may, within 14 days, appeal to the Court, whose decision shall be final and conclusive.

13. *Deductions by Employer*—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 one 1,000-hour period, or for any time lost through his or her own default. 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 payment of and deductions from wages and making up 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.

14. *Hours*—The hours worked by an apprentice shall, subject to the provisions of any statute, be those normally worked by journeymen as prescribed by the award or agreement referred to in clause 10 of this order.

15. *Overtime*—(a) Apprentices under 18 years of age shall not be required or permitted to work overtime.

(b) An apprentice over 18 years of age shall not be required or permitted to work more than three hours' overtime in any one week.

(c) No apprentice shall be permitted to work overtime unless he is under the constant supervision of a competent journeyman.

(d) An employer shall not require or permit an apprentice to work overtime on any night on which he or she has to attend classes at a school or approved institution.

(e) Payment for overtime shall be calculated in the manner prescribed for journeymen in the award or agreement referred to in clause 10 of this order and at the wage rate received by the apprentice.

16. *Conditions of Award to Apply*—The conditions of the award or agreement referred to in clause 10 hereof in so far as they relate to the method and time of payment of wages, holidays, 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.

17. *Tools*—(a) An employer in manufacturing jewellery, gem-setting, badge-making, and die-sinking and engraving shall provide each apprentice with the use of all tools necessary to learn the trade during his or her apprenticeship.

(b) (i) An employer of an apprentice in watch and clock making and repairing during the first four periods of the apprenticeship shall supply for the use of the apprentice tools to a value of not less than ten pounds (£10), such tools, on completion of the contract of apprenticeship, to become the property of the apprentice.

(ii) In any case where an employer of an apprentice in watch and clock making and repairing is not prepared to provide the apprentice with the use of a lathe and/or any other tools or equipment not covered by subclause (a) of this clause but deemed necessary by the local committee to enable the apprentice to be properly trained as a competent journeyman or journeywoman, the employer shall advance to the apprentice such amount as is deemed adequate by the local committee to enable the apprentice to purchase a lathe and such other necessary tools or equipment.

(iii) Any amount advanced under the immediately preceding paragraph shall be free of interest, and shall be repaid by the apprentice to the employer prior to the completion of the contract of apprenticeship upon such terms and conditions as may be approved by the local committee.

18. *Contracts to Accord with Act*—Every contract of apprenticeship shall accord with the provisions of the Apprentices Act 1948, and with 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 or females. 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.

19. *Obligations of Apprentice*—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 he or she will not absent himself or herself from the employer's service during working-hours without the

leave of the employer (subject to appeal to the local committee) or except as permitted by this order, and that he or she will not commit or permit or be accessory to any hurt or damage if known to him or her, but will do everything in his or her power to prevent the same.

20. *Obligations of Employer*—(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 or her to be trained and instructed, as a competent journeyman or journeywoman in the branch or branches of the industry to which he or she is apprenticed in accordance with the provisions of the Apprentices Act 1948, and of this order and any amendments thereof.

(b) Every contract shall contain a list of the operations and skills to be taught the apprentice, as set out in the Schedule to this order.

(c) Where, in the opinion of the local committee, any employer is not able to train fully an apprentice in a recognised branch of the industry, the committee shall grant the apprenticeship only if an interchange of apprentices is arranged with one or more other employers in a similar position, to the satisfaction of the committee, and the conditions written into the contract.

(d) In every contract 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.

21. *Premiums Forbidden*—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.

22. *Special Contracts*—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.

23. *Revocation of Order*—The New Zealand Watch and Clock Making and Repairing and Manufacturing Jewellery etc. Apprenticeship Order dated the 17th day of December 1948, and recorded in 48 *Book of Awards* 2575, and any amendments thereto are hereby revoked as from the date of coming into operation of this order, but all resolutions and orders of the New Zealand Apprenticeship Committee, or of local committees, made by them pursuant to the said order and its amendments shall continue in force as fully and effectually as if they had been made pursuant to this order, and accordingly shall where necessary be deemed to have so been made.

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

SCHEDULE

The operations and skills to be taught in each branch of the industry are:

- (a) *Watch and Clock Making and Repairing*—Cleaning and overhauling of watches and clocks to include bushings, etc., jewellery, fitting of hairsprings (collating, timing, studding). Turning of balance staffs, pinions, and stems. Drilling and plugging. General bench practice. Hardening, tempering.
- (b) *Manufacturing Jewellery*—Alloying, melting, rolling, drawing, soldering, and testing of precious metals in relation to the trade. The manufacturing of jewellery; mounting of gems, gilding and polishing, repairing and remaking of jewellery.

- (c) *Gem-setting*—As carried on by the employer and approved by the local committee.
- (d) *Badge and Medal Making*—Striking of badges (using press tools), piercing, enamelling, and finishing.
- (e) *Engraving*—General engraving (jewellery, heraldic, steel, plastic); engraving for the printing trade, brass plates and memorial tablets; stencils; and drawing (designing and mechanical).
- (f) *Die-sinking*—As carried on by the employer and approved by the local committee.

Dated this 8th day of March 1961.

A. TYNDALL, Judge.

MEMORANDUM

The New Zealand Apprenticeship Committee requests that the following note in regard to clause 11 (Technical Classes) be recorded:

“The committee has agreed that suitable schools shall be set up as soon as possible and that all apprentices will be required to attend such schools, but a number of matters concerning the operation of this clause affect the committee’s decision on certain details. These matters cannot be discussed until arrangements for schools are well in hand, for much will depend on the kind of arrangements made, the nature of the syllabus of instruction, and the qualifications of the instructors. The details to be settled at a later date are:

- (i) The total amount of schooling in any year; and
- (ii) The payment of fees.”

A. TYNDALL, Judge.

NEW ZEALAND WATCH AND CLOCK REPAIRING AND MANUFACTURING JEWELLERY,
ETC., INDUSTRY— AMENDMENT OF APPRENTICESHIP ORDER

In the Court of Arbitration of New Zealand—In the matter of the Apprentices Act 1948; and in the matter of the New Zealand Watch and Clock Repairing and Manufacturing Jewellery, etc., Industry Apprenticeship Order dated the 8th day of March 1961 and recorded in 61 Book of Awards 173.

WHEREAS by section 13 (2) of the Apprentices Act 1948, the Court is empowered to amend any apprenticeship order: And whereas application has been made to the Court by the New Zealand Watch and Clock Making and Repairing and Manufacturing Jewellery etc., Apprenticeship Committee for amendment of the New Zealand Watch and Clock Repairing and Manufacturing Jewellery etc., Industry Apprenticeship Order dated the 8th day of March 1961, and recorded in 61 Book of Awards 173: And whereas the Court has considered the recommendations made to it by the said Committee: Now, therefore, the Court, in pursuance and exercise of the powers vested in it by the said Act, doth hereby order as follows:

1. That the said apprenticeship order shall be amended by deleting paragraph (e) of the schedule of operations and skills and substituting therefor the following paragraph:

“(e) *Engraving*—General engraving (jewellery, heraldic, steel, plastic) as carried on by the employer and approved by the local committee.”

2. That this order shall operate and take effect as from the day of the date hereof.

Dated this 19th day of December 1961.

[L.S.]

A. TYNDALL, Judge.