

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 a new apprenticeship order governing the conditions of apprenticeship in the men's hairdressing industry for the whole of New Zealand: And whereas the Court has considered the recommendations made to it by the said committee and has afforded the employers, workers, and other persons concerned an opportunity of being heard: 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 said industry, 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 men's hairdressing (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 (including those in force at the time of coming into force of this order) 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 as an apprentice on probation 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 the industry shall first 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 the apprentice skills based on the list in the Schedule to this order.

"Facilities" shall include a chair for every person working in a saloon, including apprentices and working employers.

5. *Contracts to be Registered*—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 28 days after the commencement of the employment of the apprentice (in the case of an original contract) or within 14 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 Apprentices Act 1948.

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

7. *Term of Apprenticeship*—(a) The term of apprenticeship shall be four years six months, divided into nine six-monthly periods.

(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 the term of apprenticeship.

8. *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.

9. *Proportion*—(a) (i) 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.

(ii) Notwithstanding the foregoing provisions the New Zealand Committee on the unanimous recommendation of a local committee may fix the proportion of apprentices to journeymen that may be employed by any employer.

(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 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.

10. *Wages*—The minimum weekly rate 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	..	..	..	32
Second six-monthly period	..	..	..	38
Third six-monthly period	..	..	..	45
Fourth six-monthly period	..	..	..	52
Fifth six-monthly period	..	..	..	59
Sixth six-monthly period	..	..	..	66
Seventh six-monthly period	..	..	..	73
Eighth six-monthly period	..	..	..	79
Ninth six-monthly period	..	..	..	85

11. *Technical Education*—(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 40 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 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.

12. *Apprentices from Overseas*—A person 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 local committee a certificate from his former employer and/or such other evidence (if any) as 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 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 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.

14. *Hours*—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.

15. *Overtime*—(a) An employer shall not require or permit an apprentice under 18 years of age to work overtime more than three hours in any one week, and then only under the supervision of a competent journeyman.

(b) 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 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.

17. *Tools and Uniforms*—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.

18. *Contracts to Accord with Act*—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.

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 terms; 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.

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 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 a list of operations and skills to be taught the apprentice, based on the Schedule to this order and approved by the local committee.

(c) In every contract of apprenticeship 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 approves of the transfer of the apprentice to another employer.

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 Men's Hairdressing Industry Apprenticeship Order, dated the 29th day of March 1949, and recorded in 49 Book of Awards 243 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 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

List of Operations and Skills—Hair cutting and styling, shaving, razor setting, shampooing, singeing, face and head massage, elementary hygiene, skilled use and care of tools of trade, elementary business methods, elementary knowledge and care of the hair and scalp.

Dated this 4th day of October 1961.

[L.S.]

A. TYNDALL, Judge.
