
NEW ZEALAND ELECTRICAL INDUSTRY—APPEAL FROM DECISION OF
APPRENTICESHIP COMMITTEE

In the Court of Arbitration of New Zealand, Northern Industrial District—In the matter of the Apprentices Act 1948; and in the matter of the New Zealand Electrical Industry Apprenticeship Order, dated the 26th day of September 1961, and recorded in 61 Book of Awards 1360; and in the matter of an appeal by David Holt, apprentice, of Taupo from a decision of the South Auckland Electrical Industry Apprenticeship Committee.

Apprentices—Appeal—Matters to be Taken into Account—Welfare of Apprentice—“Adequate Training”

In an appeal against the decision of an apprenticeship committee the welfare of the apprentice is one of the factors which must be taken into account. Another consideration is that contracts entered into in good faith should not lightly be interfered with. The words “Adequate training” must be read in the light of the contract and the apprenticeship order.

Held, The appeal from the decision of the committee declining approval of an application for an apprentice to transfer was dismissed.

JUDGMENT OF THE COURT DELIVERED BY BLAIR, J.

THIS is an appeal against a decision of the South Auckland Electrical Industry Apprenticeship Committee whereby approval of an application by David Holt to transfer from his present employer to New Zealand Forest Products Ltd. was declined by a unanimous decision of the Committee.

The Act does not state specifically the matters which the Court must take into account when considering such an appeal. Counsel for Holt submitted that a primary consideration was the welfare of the apprentice, but this is only one of the factors which must be taken into account. Another consideration is that contracts entered into in good faith should not lightly be interfered with. The appeal, originally based partially on the imminent relocation of the father's place of employment and a subsequent change of place of residence of the apprentice, was argued mainly on the grounds that the employer was not able to give "adequate training". We think these words must be read in the light of the contract itself, and the apprenticeship order. On the evidence we are, we think, bound to find that the employer is giving "adequate training" in this sense. He has complied with his obligations both under the contract and the order.

The difficulty in this case is in assessing the weight to be given respectively to the rights of the employer and the welfare of the apprentice. We commend the ambition of the apprentice in seeking to widen his experience. However, the majority of the Court is not satisfied that a transfer to another employer is necessarily to the apprentice's advantage. The final year of his apprenticeship in the chosen branch of his trade can prove to be most important. This being so, and having regard to the fact that it has not been shown that the present employer has failed to give adequate training to the apprentice in the sense in which we must interpret those words, the appeal is dismissed.

If what the apprentice indicated at the hearing is correct, then some of the skills in which he hoped to gain experience with New Zealand Forest Products Ltd. are not included among those which his present employer is required to teach, as set out in the schedule to the apprenticeship order for general electrical wiring. If, as is apparent, the apprentice wishes to gain this wider experience, then there are no doubt other avenues open to him whereby he may achieve this upon the completion of his apprenticeship.

Dated this 22nd day of October 1964.

[L.S.]

A. P. BLAIR, Judge.
