

NEW ZEALAND HEATING, VENTILATING AND AIR CONDITIONING 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 Heating, Ventilating, and Air Conditioning Industry.

WHEREAS application has been made to the Court by the New Zealand Heating, Ventilating, and Air Conditioning Apprenticeship Committee for an apprenticeship order governing the conditions of apprenticeship in the heating, ventilating, and air conditioning 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 said industry, and prescribing such other 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 the heating, ventilating, and air conditioning industry (hereafter 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 apprentices employed by such employers in the industry and to all contracts of apprenticeship (including those in force at the time of the 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 Dispute 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 local 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 him the industry.

5. *Contracts to be Registered*—The parties to any contract of apprenticeship to which this order applies shall, within 28 days of the commencement of the employment of the apprentice or the making of an alteration, as the case may be, submit the contract or the alteration to the District Commissioner for the locality concerned for registration. If the contract or alteration is not submitted for registration within the prescribed time, the parties thereto shall be severally liable to a penalty not exceeding £20.

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

7. *Prerequisite Education*—It shall be necessary for a person desiring to become an apprentice to produce to the local committee satisfactory evidence that he has completed two years' post-primary education: Provided, however, that in any case where the proposed apprentice has not completed two years' post-primary education the New Zealand Committee upon application shall have power to waive the requirements of this clause subject to such conditions if any it may deem fit to impose.

8. *Term of Apprenticeship*—(a) Except as provided in subclause (b) of this clause, the term of apprenticeship shall be 10,000 hours divided into ten 1,000-hour periods.

(b) In the case of an apprentice who has obtained a School Certificate or in the examination for that certificate has obtained not less than 50 per cent of the possible marks in each of such subjects as are approved from time to time by the New Zealand Committee, the term shall be 9,000 hours divided into nine 1,000-hour periods.

(c) Except for annual holidays under the Annual Holidays Act 1944, all holidays provided for in the award or agreement referred to in clause 11 of this order which are taken by an apprentice shall be deemed to be time served under his contract, reckoning eight hours for any one day. Time worked on such holidays shall be added to the time deemed to be served.

(d) 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.

(e) All time lost by an apprentice through accident arising out of and in the course of the employment shall be made up by an extension of the final period of the apprenticeship, with wages at the rate prescribed for that period.

(f) An apprentice working overtime shall have such time added to his ordinary time in calculating the respective 1,000-hour period of his employment.

(g) Except where otherwise provided, only working hours shall be reckoned as time served.

(h) Where the New Zealand Committee is of the opinion that time served in a related or similar occupation prior to the date of 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.

(i) A person who has attained the age of 18 years and who desires to enter into a contract of apprenticeship may apply for a special contract of apprenticeship under section 25 of the Apprentices Act 1948.

9. *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.

10. *Proportion*—(a) The proportion of the total number of apprentices to the total number of journeymen employed by any employer shall not be more than one to every one journeyman employed in the industry.

(b) 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 in the industry, 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 immediately preceding that date.

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

(d) For the purposes of this order "journeyman" shall mean a worker who has completed a contract of apprenticeship or who has had sufficient experience in the industry to satisfy the local committee of his competence.

(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.

11. *Wages*—(a) The minimum weekly rates of wages payable to apprentices shall be the undermentioned percentages of an amount equal to 40 times the minimum hourly rate for heating, ventilating, and air conditioning engineering fitters as prescribed by the New Zealand Heating, Ventilating, and Air Conditioning Engineering Employees Award for the time being and from time to time in force.

	For Apprentices Serving a 10,000-hour Term Per Cent	For Apprentices Serving a 9,000-hour Term Per Cent
First 1,000-hour period	32	37
Second 1,000-hour period	37	42
Third 1,000-hour period	42	47
Fourth 1,000-hour period	47	52
Fifth 1,000-hour period	52	57
Sixth 1,000-hour period	57	62
Seventh 1,000-hour period	62	67
Eighth 1,000-hour period	67	72
Ninth 1,000-hour period	72	77
Tenth 1,000-hour period	77

(b) Every apprentice who produces to his employer a notification that he has passed an examination approved by the New Zealand Committee shall from the date of production of the notification to his employer be paid for the remainder of his apprenticeship at a rate not less than 5s. a week in excess of the minimum rate provided in subclause (a) of this clause; and if he produces to his employer a notification of a pass in a further approved examination shall from the date of production of the notification to his employer be paid for the remainder of his apprenticeship at a rate of not less than 10s. a week in excess of the minimum rate provided in subclause (a) of this clause.

12. *Technical Classes*—(a) If ordered to do so by the New Zealand Committee apprentices shall be required to attend evening classes at a school working on a syllabus approved by it provided that apprentices residing beyond a convenient

distance from the school shall not be required to attend. ("Convenient distance" shall be determined by the New Zealand Committee having regard to distance, transport facilities, and the home circumstances of the apprentice and to any recommendation that may be made by the local committee.)

(b) As an alternative to attendance at evening classes the New Zealand Committee may order an apprentice who resides or works beyond the distance referred to in subclause (a) of this clause to undertake a correspondence course with the Education Department's Technical Correspondence School.

(c) The New Zealand Committee may order an apprentice to attend at classes working on a syllabus approved by it for not more than four hours a week during normal working hours, or alternatively, at the discretion of the New Zealand Committee, for eight hours in each fortnight.

(d) As an alternative to attendance at weekly classes during normal working hours the New Zealand Committee may order an apprentice to attend at courses of instruction of not less than a week at a time and totally not more than four weeks in any year.

(e) If an apprentice is ordered to attend at classes or courses as provided in subclauses (c) and (d) of this clause his wages for time spent in attending such classes or courses shall be paid by the employer at the appropriate weekly rate, subject to the apprentice producing to the employer and to the local committee evidence of satisfactory attendance and conduct at the classes or courses; and, for the purpose of the term of apprenticeship, time spent in attending such classes or courses during normal working hours shall be reckoned as time served.

13. *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 an employer in New Zealand on furnishing to the District Commissioner a certificate from his former employer and such other evidence 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.

14. *Deduction 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 1,000-hour period or for any time lost through his 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.

15. *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 11 of this order.

16. *Overtime and Shift Work*—(a) Apprentices under 16 years of age shall not be permitted to work overtime.

(b) No apprentice shall be compelled to work overtime or on shift work.

(c) An apprentice under 18 years of age shall not be required or permitted to work overtime for more than six hours in any one week.

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

(e) Payment for overtime shall be calculated in the manner prescribed for journeymen in the award or agreement referred to in clause 11 of this order and at the wage rate received by the apprentice.

17. *Conditions of Award to Apply*—The conditions of the award or agreement referred to in clause 11 of this order, in so far as they relate to the method and time of payment of wages, holidays, travelling time, outside work, meal money, and all other matters (other than tool allowance and membership of union) relating generally to the employment of journeymen and not in conflict with this order, shall apply to apprentices.

18. *Tools and Tool Allowance*—(a) Subject to the provisions of subclause (b) of this clause, the employer shall pay to the apprentice tool allowance at the rate prescribed for workers in the award or agreement referred to in clause 11 of this order.

(b) The employer shall advance to the apprentice in each year of the apprenticeship, by way of orders on suitable suppliers, sums sufficient to allow of the purchase of tools to the value of the tool allowance for the year, and such advances shall be repaid by deductions from the tool allowance payable by virtue of subclause (a) of this clause.

(c) If a contract is terminated, the apprentice shall refund to the employer the cost of any advance made in excess of the amount of the tool allowance provided for by subclause (a) of this clause.

19. *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 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 not be less favourable to the apprentice than the minimum requirements of this order.

20. *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; that he will not absent himself from the employer's service during working hours without leave of the employer (subject to appeal to the local committee) or except as permitted by this order; and that he will not commit or permit or be accessory to any hurt or damage if known to him, but will do everything in his power to prevent the same.

21. *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) In every contract 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.

(c) Every contract shall contain a list of the operations and skills to be taught the apprentice, based on the Schedule to this order, and approved by the local committee.

22. *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.

23. *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.

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

SCHEDULE

Operations and Skills

1. Correct use and care of pipe-fitting tools, pipe-benders, and lifting tackle.
2. Pipe work and installation of steam, hot water, and cold water.
3. Working from and use of sketches and scale drawings. Simple drawing office practice.
4. Cutting, folding, rolling, soldering, riveting, and drilling of sheet-metal. Methods of erecting and supporting duct-work and flashings.
5. Assembly, erection, fitting and maintenance of heating, ventilating, and air-conditioning equipment.
6. The use and installation of thermal and acoustic insulation.
7. Welding and cutting by gas and electric processes.
8. Elementary knowledge of the operation of controls.

Dated this 15th day of December 1965.

[L.S.]

A. P. BLAIR, Judge.

MEMORANDUM

After hearing representations by the New Zealand Plumbers, Gasfitters and Related Trades Industrial Union of Workers, and the New Zealand Federated Boilermakers, Structural Metal Fabricators and Assemblers, Metal Ship and Bridge Builders Industrial Association of Workers, and considering recent decisions affecting all parties concerned, the Court has decided to make this order in the form recommended by the Committee. The Court however is not unmindful that for the efficient functioning of the industries concerned there may be some overlapping in the work of plumbers and boilermakers and heating, ventilating, and air conditioning engineering fitters.

A. P. BLAIR, Judge.
