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**NEW ZEALAND SIGNWRITING INDUSTRY — AMENDMENT
OF APPRENTICESHIP ORDER**

Dated 8/8/78

In the Arbitration Court of New Zealand — In the matter of the Apprentices Act 1948; and in the matter of the New Zealand Signwriting Industry Apprenticeship Order dated the 2nd day of October 1972, recorded in 72 Book of Awards 3339.

Whereas by section 13(2) of the Apprentices Act 1948, the Arbitration Court is empowered to amend any apprenticeship order: and whereas application has been made to the Court by the New Zealand Signwriting Apprentice Committee for amendment of the New Zealand Signwriting Industry Apprenticeship Order dated the 2nd day of October 1972: 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 in the manner following:

1. Clause 20 “Obligations of Apprentice” be re-numbered subclause 20(a) and that a further subclause be added as follows: “20(b) The New Zealand Committee may require an apprentice in conjunction with the employer to keep a training record on a standard form approved by the New Zealand Committee.”

2. That the following subclause be added to Clause 21 “Obligations of Employer”: “21(d) An employer shall assist the apprentice to keep a training record in accordance with subclause 20(b) of this Order.”

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

Dated this 8th day of August 1978.

R. D. Jamieson, Chief Judge.

MEMORANDUM OF THE ARBITRATION COURT

1. The Court is not yet satisfied that the proposed subclause (e) “21(e) The employer shall pay to the New Zealand Signwriters Craft Apprentices Trust Fund an amount equal to 5% of the apprentice’s current weekly wage into a Post Office Savings Bank Account each week. This amount to be over and above the apprentice’s weekly wage and shall not be considered as part of the apprentice’s ordinary wages or remuneration. The moneys, including interest accrued, shall be paid to the apprentice on the completion of the contract in the industry. Should an apprentice fail to complete an apprenticeship in the industry all moneys accrued to that apprentice shall be transferred to the New Zealand Signwriters Craft Apprentices Prize Fund.”

should be added to Clause 21 of the Order. The proposal has its attractions, but needs further consideration. An apprentice might well be compelled by circumstances beyond his control to terminate his apprenticeship, and it might then appear inequitable that the accrued moneys should be paid to the Prize Fund and not to the apprentice. A suggestion put to the Court was that the trustees in whose name the Post Office Savings Bank Account is vested should have power to deal with such cases, and if they considered the facts warranted payment to the apprentice instead of the Prize Fund should have power to so direct. It is expressly provided that the 5% is not to be considered as part of the apprentice's ordinary wages or remuneration. It would therefore be a separate sum paid, not to the apprentice, but to trustees, and its eventual disposition would be dependent on the terms of the trust.

2. There is force in the point raised by the Secretary for Labour, that the Court has no statutory power enabling it to make an order establishing a trust fund, appointing trusts, and laying down the terms upon which those trustees are to hold and dispose of the funds. For the Court to have such powers an amendment to s. 13 of the Act may be required.

3. The implications of such a scheme may be far reaching in that it might become a pilot scheme which would lead to similar schemes in respect of other trades.

4. The Court consequently feels that it should not approve the scheme as it is now presented. It is not the function of the Court to devise a scheme. If any employer elected to create such a trust in respect of a particular apprentice this would be a private matter. As s.13 stands, it does not appear within the Court's powers for a satisfactory scheme to be incorporated within the apprenticeship order.

R. D. Jamieson, Chief Judge.