

THE TERRITORY FOR THE SEAT OF GOVERNMENT.

Regulations under the Apprenticeship Ordinance 1936.

I THOMAS PATERSON, Minister of State for the Interior, in pursuance of the powers conferred by the *Apprenticeship Ordinance* 1936, hereby make the following Regulations.

Dated this 27th day of January, 1937.

T. PATERSON,
Minister of State for the Interior.

APPRENTICESHIP REGULATIONS.

short title.

1. These Regulations may be cited as the Apprenticeship Regulations.

2. These Regulations relating to apprentices shall, so far as they are, in the opinion of the Board reasonably applicable, apply to trainee apprentices.

Application of Regulations.

3.—(1.) The rates of wages payable to any apprentice in the respective years of his apprenticeship shall, subject to the provisions of this regulation, be not less than the following percentages of the rates of wages fixed for journeymen in the relative trade in an award of the Industrial Board, or, if there is no such award, of the ruling rate for such journeymen in the Territory, namely:—

Rates of wages of apprentices.

In the first year—15 per centum.

In the second year—25 per centum.

In the third year—35 per centum.

In the fourth year—45 per centum.

In the fifth year—60 per centum.

(2.) Where the Secretary certifies that any apprentice has obtained at least 75 per centum of the possible marks in any annual examination conducted by the school known as the Canberra Trades School in the theory and practice of the apprenticeship trade in which he is apprenticed, the rate of wages payable to the apprentice in the year next following that in which the examination was held, shall be such rate as would be payable if for the rates specified in the last preceding sub-regulation the following rates were substituted:—

In the second year—27½ per centum;

In the third year—37½ per centum;

In the fourth year—47½ per centum;

In the fifth year—62½ per centum.

4. An applicant to become an apprentice in an apprenticeship trade shall be notified by the Board fourteen days before the probationary period of three months has expired as to his fitness or otherwise for the apprenticeship.

Notice to be given to probationers.

5. Indentures of Apprenticeship may be in accordance with Form 1 in the Schedule to these Regulations, subject to such modifications and adaptations, as are agreed to by the parties and approved by the Board.

Form of indentures.

6. Where under the Ordinance, an apprentice is transferred temporarily from one master to another and the indentures of apprenticeship are not assigned, the apprentice and the temporary master shall be subject to such conditions and directions as the Board determines.

Temporary transfer.

7.—(1.) Any person desirous of employing trainee apprentices in any trade shall make application in writing to the Board and shall produce evidence to the Board that he has such qualifications and facilities as are necessary for teaching and instructing trainee apprentices the trade specified in the application.

Registration of trainee employers.

(2.) Where the Board is satisfied that the applicant has the necessary qualifications and facilities for teaching and instructing trainee apprentices in the trade specified in his application and is a fit and proper person to be registered as a trainee employer, it may register the applicant as a trainee employer in respect of that trade.

8. Any person registered as a trainee employer shall, while work at the trade in respect of which he is registered is available and while the progress and conduct of the trainee apprentice remains satisfactory, provide facilities for teaching and instructing the trainee apprentice the trade to which he is apprenticed.

Trainee employers to provide facilities for trainee apprentices to learn trade.

9.—(1.) The period of training of trainee apprentices shall be the same as that determined in respect of indentured apprentices:

Period of training.

(2.) Any period of unemployment during the period of training of a trainee apprentice shall not be taken into account in calculating the period of training.

(3.) During any period of unemployment, a trainee apprentice shall, except where otherwise specially exempted by the Board, attend the day classes at a Vocational Training School approved by the Board.

10. The terms and conditions of employment of any apprentice in an apprenticeship trade relating to the method of payment, public holidays, annual leave, travelling time, hours of employment and overtime shall be those determined by the Industrial Board in any Determination of the Board for the time being in force in the Territory in respect of journeymen in that trade.

Terms and conditions of employment of apprentices.

- Overtime. 11.—(1.) An apprentice, under the age of eighteen years, shall not, without his consent, work any overtime.
- (2.) No overtime shall be worked by any apprentice—
- (a) where the working of that overtime would interfere in any manner with the prescribed attendance of the apprentice at the Canberra Trades School or a Vocational Training School approved by the Board; and
- (b) unless at least one journeyman is employed at the same trade during the same period of overtime.

Re-employment of trainee apprentices. 12. Where, through lack of work, it becomes necessary for an employer to dispense with the services of a trainee apprentice, the trainee apprentice shall be considered by the employer for employment when work is again available in priority to any person who is not a trainee apprentice.

Attendance at Trades School. 13. Every trainee apprentice shall submit himself for examination annually, and, unless the Board is satisfied that there are very special circumstances entirely beyond the control of the trainee apprentice, the Board shall cancel the trainee apprentice's progress card where an unsatisfactory report as to his conduct or diligence is received from the proper authority at the school attended by him.

SCHEDULE.

TERRITORY FOR THE SEAT OF GOVERNMENT.

Apprenticeship Ordinance 1936.

FORM OF INDENTURE.

This indenture made the _____ day of _____ One thousand nine hundred and _____ between _____ the son of _____ of _____ and hereinafter designated apprentice, first part; of the second part (as consenting hereto); and _____ of _____ in the said Territory, carrying on business at _____ in the said Territory (hereinafter called the master), of the third part, witnesseth as follows, that is to say:—

1. The apprentice of his own free will hereby binds himself to serve the master as his apprentice, and to accept training and instruction in industry or occupation _____ of _____ for the term of _____ years from the _____ day of _____ One thousand nine hundred and _____

2. The master hereby accepts the apprentice as his apprentice during the said term, and undertakes that he will during the same 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 or occupation of _____ now being carried on by the master at _____ in accordance with the regulations, or orders, applicable to the case of the master and apprentice made under the provisions of the *Apprenticeship Ordinance, 1936, the Industrial Board Ordinance, 1936, and the Commonwealth Conciliation and Arbitration Act 1904-1934.*

3. It is further, in consideration of the premises, mutually agreed between the parties to this indenture:—

- (a) that the apprentice will diligently and faithfully obey and serve the master as his apprentice at the said place during the said term, and, except in accordance with any provisions for an annual or other holiday or vacation, or for attendance at any school which may be required applicable to the case of the master and apprentice and duly made as aforesaid, will not absent himself from the master's service during the hours prescribed by the master for such service without the master's leave;
- (b) that the apprentice shall attend the Canberra Trades School during the period of his apprenticeship for a course of supplementary training, if available, in the practical portion of his trade, together with any theoretical teaching necessary to make him a competent journeyman;
- (c) that the apprentice shall submit himself to the examinations held periodically at the Canberra Trades School, and that an unsatisfactory report from the School may be deemed by the Apprenticeship Board to be good cause for the cancellation of the indentures.
- (d) that the master shall, provided the apprentice gains a pass at the annual examination of the Canberra Trades School, and completes 80 per cent of the possible attendances for the year, refund the full Trades School fees for such year to the apprentice.
- (e) that the apprentice will not commit or permit or be accessory to any hurt or damage to the master or his property, or conceal any such hurt or damage if known to him, but shall do everything in his power to prevent the same.
- (f) that the master will pay to the apprentice during the said term, the prescribed rates and observe the prescribed conditions of employment:

Provided that nothing herein contained shall be deemed to impose any obligation on the master to pay the apprentice for any day or part of a day on which he shall be voluntarily absent from work without the consent of the master; and

Provided, further, that the apprentice shall be entitled to not more than one week's pay for time lost in any one year through sickness or injury not covered by the Commonwealth Employees'

Compensation Act 1930, as amended from time to time, or the Workmen's Compensation Ordinance 1931-33, as amended from time to time, as the case may be, provided that a medical certificate or other evidence satisfactory to the employer is produced.

(g) that in case the apprentice shall at any time during the said term be persistently disobedient to the lawful orders or commands of the master, or those whom he may please to set over the apprentice in his said business, or be slothful or negligent, or shall otherwise grossly misbehave himself, then it shall be lawful for the master to give the apprentice notice of his intention to apply to the Apprenticeship Board for the cancellation of the indenture.

The Apprenticeship Board may inquire into the question and the determination of the Apprenticeship Board shall be final and binding on both parties.

(h) that the apprentice shall not be deemed to have completed any particular year of his service unless he shall have actually given service to the master upon not less than the ordinary working days prescribed by law for the industry:

Provided that time spent in attending before the said Apprenticeship Board or at school by permission of the master shall, unless the Apprenticeship Board otherwise orders, be regarded as time actually given to the service of the master.

(i) that the apprentice, at the end of the calendar period of any year in which he has actually given service to the master upon less than the ordinary working days prescribed by law for the industry, or in which he has voluntarily absented himself without the master's consent shall, for every day short of the said number of working days—less fourteen days—and in the second case for every day of such absence, if the Apprenticeship Board shall so order, serve one day, and the calendar period of the succeeding year of his service shall not be deemed to begin until the said additional day or days shall have been served.

(j) that the master and apprentice shall faithfully comply with and carry out the conditions and terms of any order of the Apprenticeship Board applicable to their case, and duly made in accordance with the provisions of the Apprenticeship Ordinance 1936.

(k) that this indenture may be annulled by the Apprenticeship Board upon the application of the master of apprentice for good cause shown.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and seals the day and year first abovescribed.

Signed, sealed, and delivered by the said—

Apprentice (Seal) In the presence of—

And by the said Master (Seal) In the presence of—

And by the said (Seal) In the presence of—

Indentures duly completed.
Employer.

Date

TRANSFER OF APPRENTICE.

.....(Name of Employer)
the employer doth hereby with the consent of the apprentice and the parent (or guardian) transfer and assign the agreement dated the..... day of 19.., and the services of the apprentice unto(New Employer)
of

AND the said.....(New Employer)
for himself his executors administrators and assigns doth hereby declare his acceptance of the said apprentice and acknowledge himself bound by the covenants conditions and agreements contained in the said agreement and on the part of the employer to be observed and performed and will keep the said(Previous Employer) indemnified from the same and from all actions claims and demands in respect thereof.

AS WITNESS the hands and seals of the parties this day of, 19...

..... (Seal)
Signature of previous Employer. Witness.

..... (Seal)
Signature of new Employer. Witness.

..... (Seal)
Signature of Parent or Guardian. Witness.

..... (Seal)
Signature of Apprentice. Witness.

Noted and registered this day of, 19...

Registrar.