

NEW ZEALAND AIRCRAFT ENGINEERING 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 Aircraft Engineering Industry.

WHEREAS application has been made to the Court by the New Zealand Aircraft Engineering Apprenticeship Committee for a new apprenticeship order governing the conditions of apprenticeship in the aircraft engineering 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 the aircraft engineering industry in the following branches, namely—Aircraft engineering; aircraft radio engineering; aircraft instrument engineering; aircraft electrical engineering; aircraft engineering draughting.

2. *Application of Order*—The provisions of this order shall apply to all employers of apprentices in the aircraft engineering 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 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 on probation as an apprentice 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 a branch of 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 branch of 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 evidence that he has satisfactorily completed three years post-primary education: Provided however that in any case

where the proposed apprentice has not completed three 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) The term of apprenticeship shall be 10,000 hours divided into ten 1,000 hour periods. Provided that the term of apprenticeship in any contract in force on 28 May 1962 shall remain at that term.

(b) 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.

(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.

(d) All time lost by an apprentice through accidents 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.

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

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

(g) Where the New Zealand Committee is of the opinion that time served in a related or similar occupation, or at a course of specialised training, should be credited to the apprentice, it may, on application made to it by or through a local committee, fix the term of apprenticeship.

(h) 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 six 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 aircraft tradesmen employed by any employer shall not be more than one to every two aircraft tradesmen or fraction thereof, provided that on application made by a local committee the New Zealand Committee may vary the proportion in any branch by fixing the proportion of apprentices to aircraft tradesmen that may be employed by any employer.

(b) The proportion of apprentices to aircraft tradesmen 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 aircraft tradesmen in the branch of the industry to which the apprentice is apprenticed, who at the date of making application to the local committee had been employed in that branch in that establishment full time for a period of six months immediately preceding that date.

(c) For the purpose of this order an employer who himself works substantially at a branch of the industry shall be entitled to count himself as an aircraft tradesman in that branch only.

(d) For the purposes of this order "aircraft tradesman" shall mean a worker who has completed a contract of apprenticeship or who has had at least five years' experience in the skills prescribed for the relevant branch of the industry.

(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) Except as provided in subclause (b) of this clause the minimum weekly rates of wages payable to apprentices shall be the undermentioned percentages of the minimum weekly wage rate for aircraft tradesmen (or, if no weekly wage is prescribed, then an amount equal to 40 times the minimum hourly rate of wages for aircraft tradesmen) in the branch of the industry to which the apprentice is apprenticed as prescribed by the award or agreement relating to the employment of such aircraft tradesmen for the time being and from time to time in force in the establishment in which the apprentices are employed.

| | Per Cent |
|---------------------------------------|----------|
| For the first period of 1,000 hours | 32 |
| For the second period of 1,000 hours | 37 |
| For the third period of 1,000 hours | 42 |
| For the fourth period of 1,000 hours | 47 |
| For the fifth period of 1,000 hours | 52 |
| For the sixth period of 1,000 hours | 57 |
| For the seventh period of 1,000 hours | 62 |
| For the eighth period of 1,000 hours | 67 |
| For the ninth period of 1,000 hours | 72 |
| For the tenth period of 1,000 hours | 77 |

(b) The minimum weekly rates of wages payable to apprentices who commence apprenticeships after this order comes into effect and who have obtained School Certificates or other qualifications approved by the New Zealand Committee shall be the undermentioned percentages of the minimum weekly wage rate for aircraft tradesmen (or if no weekly wage is prescribed, then an amount equal to 40 times the minimum hourly rate of wages for aircraft tradesmen) in the branch of the industry to which the apprentice is apprenticed as prescribed by the award or agreement relating to the employment of such aircraft tradesmen for the time being and from time to time in force in the establishment in which the apprentices are employed.

| | Per Cent |
|---------------------------------------|----------|
| For the first period of 1,000 hours | 37 |
| For the second period of 1,000 hours | 42 |
| For the third period of 1,000 hours | 47 |
| For the fourth period of 1,000 hours | 52 |
| For the fifth period of 1,000 hours | 57 |
| For the sixth period of 1,000 hours | 62 |
| For the seventh period of 1,000 hours | 67 |
| For the eighth period of 1,000 hours | 72 |
| For the ninth period of 1,000 hours | 77 |
| For the tenth period of 1,000 hours | 82 |

(c) (i) An apprentice passing the First Qualifying Examination of the New Zealand Trades Certification Board shall be entitled to 5s. a week in addition to the wages prescribed in this clause from the date he completes 4,000 hours of

his apprenticeship, or from the date of the granting of a pass in the examination if that date is later than the date on which he completes 4,000 hours of his apprenticeship.

(ii) An apprentice passing the Second Qualifying Examination of the New Zealand Trades Certification Board shall be entitled to 10s. a week in addition to the wages prescribed in this clause from the date he completes 6,000 hours of his apprenticeship, or from the date of the granting of a pass in the examination if that date is later than the date on which he completes 6,000 hours of his apprenticeship.

(iii) An apprentice passing the Trade Certificate Examination of the New Zealand Trades Certification Board shall be entitled to 15s. a week in addition to the wages prescribed in this clause from the date he completes 8,000 hours of his apprenticeship, or from the date of the granting of a pass in the examination if that date is later than the date on which he completes 8,000 hours of his apprenticeship.

(iv) The New Zealand Committee may approve of any other examinations for the purposes of this subclause.

12. *Technical Classes*—(a) Where the New Zealand Committee is satisfied that a school can provide during normal working hours instruction on a syllabus approved by that committee, it may order such apprentice to attend during three years of his apprenticeship at such school for four continuous hours of instruction in each week, or alternatively, at the discretion of the New Zealand Committee, for eight hours of instruction in each fortnight. ("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) Alternatively the New Zealand Committee may order an apprentice to attend during three years of his apprenticeship for not more than four weeks in a year at a school which the New Zealand Committee is satisfied can provide courses of instruction on a syllabus approved by that committee.

(c) Where an apprentice has been ordered to attend classes as provided in subclause (a) or (b) above, the employer shall permit him to attend such classes.

(d) An employer shall not be entitled to make any deduction from the wages of an apprentice ordered to attend a school during normal working hours; but absence without leave from such school shall be treated as absence through the apprentice's default, and the employer shall be entitled to make a rateable deduction from the wages as provided in clause 14 of this order. For the purposes of the term of apprenticeship time spent at a school during normal working hours shall be reckoned as time served.

(e) An apprentice ordered to attend as provided in subclause (a) or (b) above may also be ordered to attend evening classes working on the syllabus referred to for not more than two evenings a week during three years of his apprenticeship.

(f) As an alternative to attendance at evening classes as mentioned in the preceding subclause, the New Zealand Committee may order any apprentice ordered to attend as in subclause (a) or (b) above to enrol for and carry on with the Education Department's Technical Correspondence School's course in theory relating to his trade.

(g) Where an apprentice is required to attend a school or classes by virtue of the preceding subclauses of this clause, the employer shall refund to him the amount paid in fees in each year in which his attendance is not less than 75 per cent of the maximum possible.

13. *Apprentices from Overseas*—A person who has served part of his apprenticeship to a branch of 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. *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 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 aircraft tradesmen 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) An apprentice under 18 years of age shall not be required or permitted to work overtime more than four hours on any day (excluding any time worked on Saturday) or more than eight hours in any week or more than 200 hours in any year.

(c) An apprentice over the age of 18 years but under the age of 20 years shall not be required or permitted to work overtime more than 12 hours in any week or more than a total of 300 hours in any year.

(d) An apprentice shall not be required or permitted to work overtime or on shift work 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 aircraft tradesmen 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 aircraft tradesmen and not in conflict with this order, shall apply to apprentices.

18. *Tool-money*—(a) Subject to the provisions of subclause (b) hereof, the employer shall pay to the apprentice tool-money at the rate prescribed for workers in the award or agreement referred to in clause 11 of this order and the apprentice shall purchase each year tools to the value of the annual sum payable by way of tool-money.

(b) The employer may either purchase, or advance to the apprentice by way of orders on suitable suppliers such sums as are sufficient for the purchase of tools to at least the value of the annual sum payable by way of tool-money, and the cost of such purchases, or such advances, shall be repaid by deductions from the tool-money payable by virtue of subclause (a) of this clause.

(c) If a contract is terminated, the apprentice shall return to the employer any tools supplied or the value thereof in excess of the amount of tool-money 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 provisions 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 be not 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 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.

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 branch of the industry to which he is apprenticed 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 the operations and skills to be taught the apprentice based on the schedule to this order, and approved by the local committee.

(c) Where, in the opinion of the local committee, any employer is not able to train fully an apprentice in a recognised branch of the industry the committee shall grant the apprenticeship only if an exchange of apprentices is arranged with one or more other employers in a similar position, to the satisfaction of the committee, and the conditions written into the contract.

(d) In every contract 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 to his contractual responsibilities.

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. *Revocation of Order*—The New Zealand Aircraft Engineering Industry Apprenticeship Order, dated the 18th day of July 1952, and recorded in 52 Book of Awards 945, and any amendments thereto are hereby revoked as from the date of coming into operation of this order, but all resolutions of the New Zealand

Apprenticeship 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.

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

SCHEDULE

OPERATIONS AND SKILLS

Aircraft Engineering

1. *Drawing Office*—Knowledge of drawing office practice, including reading working drawings.

2. *Stores*—Stores procedure, release notes, identification of materials and parts.

3. *Panel and Sheet Metal Work*—Knowledge of metals and associated processes. Manufacture, fabrication, and repair of metal parts.

4. *Machine Shop*—Use and maintenance of hand tools and measuring instruments. Principles of machining operations.

5. *Knowledge of Materials and Processes*—General principles of production of and application as aircraft material including where applicable protective treatment processes.

6. *Electrical*—General principles of electricity and its application to the construction, functioning, installation, and maintenance of aircraft electrical equipment.

7. *Instruments*—General principles of construction, functioning, installation, and maintenance of aircraft instruments.

8. *Engine Accessories, and Propellers*—General principles of construction, functioning, installation and maintenance of engine accessories including magnetos, carburettors, and propellers.

9. *Engines*—General principles of construction and operation of aircraft engines.

10. *Engine Maintenance*—Routine maintenance including fault finding and rectification.

11. *Engine Overhaul*—Routine overhaul procedure and processes including repair, modification, and testing.

12. *Airframes*—General principles of airframe construction and operation, including the mechanics of flight.

13. *Airframe Maintenance*—Routine maintenance including fault finding and rectification.

14. *Airframe Overhaul*—Routine overhaul and processes, including repair, modification, and testing.

Aircraft Electrical Engineering

1. *Drawing Office*—Knowledge of drawing office practice, including reading working drawings.

2. *Panel and Sheet Metal Work*—Knowledge of metals and associated processes. Manufacture, fabrication, and repair of metal parts.

3. *Stores*—Stores procedure, release notes, identification of materials and parts.

4. *Machine Shop*—Use and maintenance of hand tools and measuring instruments. Principles of machining operations.

5. *Knowledge of Materials and Processes*—General principles of production of and application as aircraft material including where applicable protective treatment processes.

6. *Electrical*—General principles of electricity and its application to the construction, functioning, installation, and maintenance of aircraft electrical equipment including electrical instruments.

7. *Electrical Equipment Overhaul*—Routine overhaul procedure and processes including repair, modification, and testing.

Aircraft Instrument Engineering

1. *Drawing Office*—Knowledge of drawing office practice, including reading working drawings.

2. *Stores*—Stores procedure, release notes, identification of materials and parts.

3. *Panel and Sheet Metal Work*—Knowledge of metals and associated processes. Manufacture, fabrication, and repair of metal parts.

4. *Machine Shop*—Use and maintenance of hand tools and measuring instruments. Principles of machining operations.

5. *Knowledge of Materials and Processes*—General principles of production of and application as aircraft material including where applicable protective treatment processes.

6. *Electrical*—General principles of electricity and its application to the construction, functioning, and maintenance of aircraft electrical equipment.

7. *Instruments*—General principles of construction, functioning, installation, and maintenance of aircraft instruments. Elementary principles of theory of flight where applicable to auto-pilots.

8. *Instrument Overhaul*—Routine overhaul procedure and processes, including repair, modification, and testing.

Aircraft Radio Engineering

1. *Drawing Office*—Knowledge of drawing office practice including reading working drawings.

2. *Stores*—Stores procedure, release notes, identification of materials and parts.

3. *Panel and Sheet Metal Work*—Knowledge of metals and associated processes. Manufacture, fabrication, and repair of metal parts.

4. *Machine Shop*—Use and maintenance of hand tools and measuring instruments. Principles of machining operations.

5. *Knowledge of Materials and Processes*—General principles of production of and application as aircraft material including where applicable protective treatment processes.

6. *Radio*—General principles of electricity and its application to the construction, functioning, installation, and operation of radio, radar, and aircraft electrical equipment.

7. *Radio Maintenance*—Routine maintenance including fault finding and rectification.

8. *Radio Overhaul*—Routine overhaul procedure and processes, including repair, modification, and testing.

Aircraft Engineering Draughting

The operations and skills in this branch are to be based on those set out above for aircraft engineering, but during the last 4,000 hours of apprenticeship the apprentice is to be engaged full time in the drawing office.

Dated this 28th day of May 1962.

A. TYNDALL, Judge.

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**NEW ZEALAND AIRCRAFT ENGINEERING INDUSTRY—EXAMINATIONS
APPROVED BY NEW ZEALAND APPRENTICESHIP COMMITTEE**

In the matter of the New Zealand Aircraft Engineering Industry Apprenticeship Order dated 28 May 1962 and recorded in 62 Book of Awards 695.

The order mentioned above makes provision in clause 11 (c) for payments to apprentices passing examinations of the New Zealand Trades Certification Board. A notice of examinations approved by the New Zealand Committee, recorded in 54 Book of Awards 187 is therefore cancelled.

**H. C. McQUEEN,
Commissioner of Apprenticeship.**