

Serial Number 169/1937.



**THE MASTER AND APPRENTICE AMENDMENT
REGULATIONS, 1937.**

Enacting authority : His Excellency the Governor-General in Council.
Act pursuant to which the regulations were made : The Master and
Apprentice Act, 1908.

Date on which the regulations were made : 23rd day of April, 1937.

Date of notification in *Gazette* : 29th day of April, 1937.

REGULATIONS.

1. These regulations may be cited as the Master and Apprentice Amendment Regulations, 1937.

2. These regulations shall come into force on the date of notification hereof in the *Gazette*.

3. If any difference of opinion arises as to the rate of wages to be paid by an employer to an apprentice after the expiration of twelve months from the commencement of the employment under a provision for payment of wages contained in an indenture of apprenticeship pursuant to section 5 of the Master and Apprentice Amendment Act, 1920, such rate shall be determined in each case by the award of a single arbitrator if the parties can agree upon one otherwise by the award of two arbitrators one to be appointed by the Master and one by the Minister of Labour or failing their agreement by an umpire appointed by the arbitrators in accordance with and subject to the provisions of the Arbitration Act, 1908, and the indenture in question shall be deemed a sufficient submission for the purposes of that Act.

4. The award so made shall be final, and each of them the Master and the Minister of Labour shall do all acts and things necessary to give effect to the award.

5. Every indenture of apprenticeship under Part II of the Master and Apprentice Act, 1920, as amended by the Master and Apprentice Amendment Act, 1924, relating to an apprentice under the control of the Department of Agriculture shall be in the form marked "C" in the Schedule hereto.

SCHEDULE.

"C."

DEED OF APPRENTICESHIP UNDER PART II OF THE MASTER AND APPRENTICE AMENDMENT ACT, 1920.

THIS DEED made the day of, 19.., in pursuance of Part II of the Master and Apprentice Amendment Act, 1920, as amended by the Master and Apprentice Amendment Act, 1924, between [*Full name of apprentice*] of [*Address*], a minor, born on the day of, 19.. (hereinafter called

“ the apprentice ”), of the first part, [*Full name of apprentice's parent or guardian*] of [*Address and occupation*] (hereinafter called “ the guardian ”), of the second part, [*Full name of employer*] of [*Address and occupation*] (hereinafter called “ the master ”), of the third part, and His Majesty the King (hereinafter called “ the Crown ”) acting by and through the Minister of Agriculture of the fourth part :

Whereas the apprentice, with the consent in writing of the guardian, has been trained at Flock House : And whereas the apprentice, with the consent in writing of the guardian, is subject to the conditions agreed upon between the guardian and the Crown to remain under the control of the Crown for a period of four (4) years from the day of, 19.., or until the apprentice attains the age of twenty-one years whichever shall be the earlier :

Now this deed witnesseth that in pursuance of the said arrangement the apprentice of his own free will and with the consent of the guardian doth hereby place and bind himself to the master to serve him from the day of the date hereof for the term of apprenticeship hereinafter stated : And this deed also witnesseth that in consideration of the mutual agreement hereinafter contained the master hereby covenants with the apprentice and also separately covenants with the guardian and also separately covenants with the Crown that he will take the apprentice as his apprentice upon his situated at, and the apprentice, with the consent of the guardian and the Crown, hereby covenants with the master and the guardian separately covenants with the master that the apprentice will serve the master as his apprentice for the term and upon the conditions hereinafter set forth.

1. The term of the apprenticeship shall be . . . years and . . . months from the date of these presents.

2. During the said term the master shall pay to the apprentice wages as follows, that is to say :—

(a) Until the expiration of twelve (12) months from the commencement of the apprenticeship the master shall pay to the apprentice the sum of . . . shillings and . . . pence a week, and shall in addition pay (and each of them the apprentice and the guardian hereby expressly directs and authorizes the master to pay) to the Crown the sum of . . . shillings and . . . pence a week to be dealt with by the Crown for the benefit of the apprentice as hereinafter set forth :

(b) Thereafter during the apprenticeship the master shall pay such rate of wages as from time to time is usually paid on farms to boys of the age and capacity of the apprentice of which one-half shall be paid to the apprentice and one-half shall be paid (and each of them the apprentice and the guardian hereby expressly directs and authorizes the master so to pay the same) to the Crown to be dealt with by the Crown for the benefit of the apprentice as hereinafter set forth :

Provided always that should any difference of opinion arise as to the rate of wages payable after the expiration of twelve months from the commencement of the apprenticeship such rate shall be determined in each case by arbitration in the manner prescribed by regulations made in that behalf by the Governor-General in Council.

3. All moneys to be paid to the Crown in accordance with the last preceding clause shall be paid to such officer of the Department of Agriculture as the Minister of Agriculture shall appoint in that behalf to receive the same, and shall be held by the Crown in trust for the apprentice to be invested and expended on behalf of and for the benefit of the apprentice at such times and in such manner as the Crown in its sole discretion may think fit until the apprentice attains the age of twenty-one (21) years, when any portion of such moneys remaining unexpended and any interest that may have accrued due in respect thereof shall be paid to the apprentice.

4. The master shall be entitled to make a rateable deduction from the wages payable under clause 2 hereof for all time lost by the apprentice through his own default.

5. The master will, during the said 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 farmer in the branch of farming carried on by the master and will maintain him with proper food, nourishment, and lodging, and will treat him with consideration and humanity and will require the apprentice to work for such periods only as may be reasonable, and will allow the apprentice such holidays as may be usual including an annual holiday of at least fourteen (14) days and will grant the apprentice reasonable facilities at least once on every

Sunday to attend some place of Divine worship according to the tenets of the religious persuasion in which the apprentice has been brought up or which he professes, if there is any such place within six miles of the residence of the master.

6. The apprentice will serve the master truly and faithfully as his apprentice for the term and upon and subject to the conditions herein set forth and will conform with all his reasonable and lawful orders and will be honest, upright, and diligent in the discharge of his duties.

7. Where any person duly authorized by the Crown requires the master to allow him to see or communicate with the apprentice the master shall give such person every facility for an interview with the apprentice at any reasonable time.

8. The master shall, at all times during the continuance of the contract of apprenticeship, by policies of insurance containing terms usually contained in policies of a like nature effected and kept in operation at his own cost in the Accident Insurance Branch of the State Fire Insurance Office or some reputable accident insurance company in New Zealand, insure and indemnify himself against liability to pay compensation or damages to the apprentice or his personal representatives or family or dependants in respect of accident to such apprentice arising out of and in the course of his employment.

9. The master shall, with the consent in writing of the Crown, have the right at any time during the said term to dismiss the apprentice if the apprentice is guilty of serious and wilful misconduct.

10. If at any time during the apprenticeship the master fails to comply with the provisions of this Deed or any of them the Crown may, by notice in writing to the master and to the apprentice, terminate this contract of apprenticeship and withdraw the apprentice from the service of the master and the master shall have no redress or remedy whatever for such termination and withdrawal or for loss of service and the Crown may, by the same or separate notice, require the apprentice to proceed to any place or to any institution maintained by the Crown to be named in the notice and may by the same or separate notice require the master to deliver the apprentice to any person therein named.

11. In so far as they apply hereto the provisions of the Master and Apprentice Act, 1908, and the amendments thereof and the regulations made thereunder are deemed to be incorporated in these presents.

12. Any notice to be given, discretion to be exercised, or thing or matter to be done by the Crown under this Deed shall be sufficient if given, exercised, or done by the Minister of Agriculture or by any officer of the Department of Agriculture authorized by him generally or particularly in that behalf.

In witness whereof these presents have been executed by the parties hereto on the day and year first above written.

Signed by the said [<i>Apprentice</i>]	}
in the presence of—		
Signed by the said [<i>Guardian</i>]	}
in the presence of—		
Signed by the said [<i>Master</i>] in	}
the presence of—		
Signed on behalf of the Crown	}
by the Minister of		
Agriculture in the presence		
of—		

Issued under the authority of the Regulations Act, 1936.
 These regulations are administered by the Department of Labour.