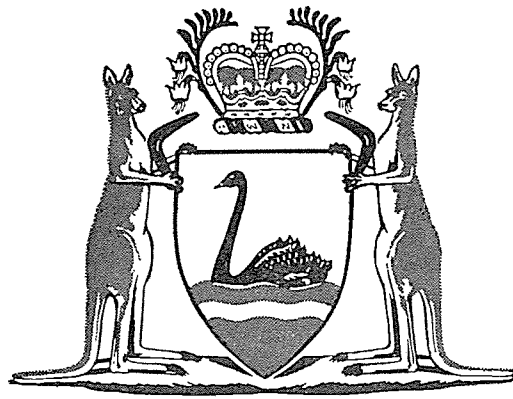


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INDUSTRIAL TRAINING ACT 1975-1980.

INTERPRETATION ACT 1918.

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INDUSTRIAL TRAINING  
(GENERAL APPRENTICESHIP) REGULATIONS  
1981.

INDUSTRIAL TRAINING  
(APPRENTICESHIP TRAINING) REGULATIONS  
1981.



## INDUSTRIAL TRAINING ACT 1975-1980.

## INTERPRETATION ACT 1918.

INDUSTRIAL TRAINING (GENERAL APPRENTICESHIP)  
REGULATIONS 1981.

MADE by His Excellency the Governor in Executive Council.

1. These regulations may be cited as the Industrial Training (General Apprenticeship) Regulations 1981. Citation.
2. The Industrial Training (General Apprenticeship) Regulations 1978\*, as amended, are repealed on, and these regulations take effect on and from, 20 July 1981. Repeal and commencement.
3. These regulations apply to and in relation to apprenticeships in the trades and groups of trades specified in the Schedule 1. Application.
4. In these regulations unless the contrary intention appears— Interpretation.
  - “advisory board” means the industrial training advisory board appointed under the Act in relation to the trade or group of trades in question;
  - “apprentice” includes an industrial trainee;
  - “approved college” means a college within the meaning of the Colleges Act 1978 which is approved by the Council to conduct technical training classes;
  - “employer” means the person employing the apprentice, probationer or employee in question;
  - “examiner” means a person appointed by the Minister pursuant to section 17 of the Act to carry out duties relating to the examination of apprentices in relation to the trade in question;
  - “regulation” means one of these regulations;
  - “subregulation” means a subregulation of the regulation in which the term is used;
  - “the Act” means the Industrial Training Act 1975;
  - “training” includes theoretical and practical tuition and instruction and the type of employment required to be given to an apprentice pursuant to any regulation made under the Act in relation to the trade in which he is apprenticed;
  - “union” means a union of workers or employers registered under any law relating to the registration of trade unions or the prevention and settlement of industrial disputes.
5. (1) The trades specified in Schedule 1 are prescribed as apprenticeship trades. Apprenticeship trades.
  - (2) The term “building trade” means the following trades, namely—
    - Bricklaying;
    - Stonemasonry;
    - Plastering;
    - Tilelaying.
6. (1) Subject to subregulation (2), a person is eligible to commence an apprenticeship if he— Eligibility for apprenticeship.
  - (a) has fulfilled the conditions of eligibility prescribed by the regulations relating to that apprenticeship; and
  - (b) produces such evidence as satisfies the Director that he has fulfilled those conditions.

\* Published in the *Government Gazette* on 27 January 1978 pp. 291-301.

4.

(2) Notwithstanding subregulation (1), a person shall not be eligible to commence an apprenticeship in—

- (a) electrical fitting;
- (b) electrical installing;
- (c) painting and decorating;
- (d) painting (vehicle building);
- (e) signwriting;
- (f) radio and television servicing;
- (g) instrument fitting;
- (h) weighing instrument mechanics; or
- (i) vehicle trimming,

unless the Director is satisfied that he does not suffer from any defect of colour vision that would render him unfit to undertake his apprenticeship training.

Probationary  
employment.

7. An application for approval to the Director pursuant to section 29A (2) of the Act shall be in writing.

Notification  
to unions.

8. (1) Where the Director receives a notification and application pursuant to section 29A of the Act he shall cause the relevant unions to be notified of that fact.

(2) A union that desires to object to the application shall lodge notice of its objection with the Registrar within 14 days of the date of the notice given pursuant to subregulation (1).

(3) The Registrar shall notify the employer, the probationer and the parent or guardian of the probationer of any objection lodged pursuant to subregulation (2).

(4) Any objection lodged pursuant to subregulation (2) shall be referred by the Registrar to the Director for hearing and determination.

(5) The Director shall notify his determination and the reasons therefor in writing to the employer and the probationer.

Extension  
of proba-  
tionary  
period.

9. (1) An application pursuant to section 29 to extend the term of probation shall be made to the Director before the expiration of the initial 3 months' period.

(2) Where the employment of a probationer is terminated the employer shall notify the Registrar of that fact.

Agreement.

10. (1) As soon as practicable after the period of probation referred to in section 29 of the Act has expired the employer shall enter into an apprenticeship agreement with the probationer.

(2) An apprenticeship agreement other than an apprenticeship agreement for a special trade shall be in the form of the form in Schedule 2.

(3) An apprenticeship agreement in relation to a special trade shall be in the form of the form in Schedule 3.

(4) The employer shall cause the apprenticeship agreement to be lodged for registration at the office of the Registrar within 14 days of the date of the execution of the agreement.

(5) The registrar shall not register an apprenticeship agreement unless he is satisfied that no objection in relation to that apprenticeship has been lodged, or, where an objection has been so lodged, the Director has approved of the registration of the agreement.

Credit.

11. Notwithstanding anything in the regulations prescribing the period of apprenticeship to be served in a particular trade, where the Director is satisfied that a person has, before becoming indentured as an apprentice, acquired some experience or skill in that trade by reason of former service or otherwise the Director may direct that the period to be served by that person as an apprentice in that trade shall be such period as he specifies in his direction.

12. (1) Where an employer employs an apprentice by way of the transfer of the employment of the apprentice pursuant to section 34 of the Act the employer shall notify the Registrar within 14 days of the date that the apprentice commences employment with him. Transfer.

(2) Where the Registrar receives notification pursuant to subregulation (1) he shall cause the relevant unions to be notified of that fact.

(3) A union that desires to object to the transfer of the employment of an apprentice shall lodge notice of its objection with the Registrar within 14 days of the date of the notice given pursuant to subregulation (2).

(4) Where pursuant to subregulation (3) an objection is made to the transfer of the employment of an apprentice the Registrar shall refer the objection to the Director for hearing and determination and notify the employer of the apprentice, the employer to whom the employment is to be transferred, the apprentice and the parent or guardian of the apprentice of the objection.

(5) The employer to whom the employment of an apprentice is transferred shall, within 60 days after the commencement of the employment of the apprentice, lodge the completed transfer of apprenticeship agreement for registration with the Registrar in accordance with section 34 (5) of the Act.

(6) The Director shall notify his determination and the reasons therefor, in writing, to the employer of the apprentice, the apprentice and his parent or guardian, and the employer to whom the apprenticeship is to be transferred.

(7) The Registrar shall not register the transfer of apprenticeship agreement unless he is satisfied that no objection in relation to the transfer has been lodged, or where an objection has been lodged, the Director has authorized the transfer.

(8) Where the Registrar registers a transfer of apprenticeship agreement he shall forward a copy thereof to each of the parties referred to therein.

13. (1) The Director may on the application of the apprentice or guardian cancel the apprenticeship agreement and thereupon the apprentice ceases to be bound as an apprentice to his employer. Cancellation.

(2) Where—

(a) an apprentice abandons his apprenticeship; or

(b) an employer is satisfied on reasonable grounds that an apprentice has abandoned his apprenticeship,

the employer shall, within 14 days of the apprentice abandoning his apprenticeship or being so satisfied, as the case may be, notify the Registrar of that fact.

(3) Upon receipt of a notice pursuant to subregulation (2) the Director may notify the apprentice and his parent or guardian that if the apprentice does not comply with the terms of his apprenticeship agreement the agreement may be cancelled and if after the notice has been forwarded to the apprentice he does not so comply the Director may cancel the apprenticeship agreement.

(4) An apprenticeship agreement may be cancelled by the mutual consent of the employer, the apprentice and parent or guardian of the apprentice by entering into an agreement for the cancellation of the apprenticeship agreement.

(5) An agreement for the cancellation of an apprenticeship agreement shall be lodged with the Registrar within 14 days of the date of its execution and on receipt thereof the Registrar shall cancel the apprenticeship agreement.

(6) Where an apprenticeship agreement is cancelled pursuant to this regulation the apprentice ceases to be bound as an apprentice to his employer.

14. (1) An application pursuant to subsection (1) or (2) of section 37 of the Act shall be lodged with the Registrar. Misconduct.

(2) On receipt of an application lodged pursuant to subregulation (1) the Registrar shall forward the application to the Director for hearing and determination.

(3) The Registrar shall notify the parties to the apprenticeship agreement and the relevant union or unions of the date of hearing of the application.

(4) The Director shall notify his determination and the reasons therefor, in writing, to the parties to the apprenticeship agreement and the relevant union or unions.

Reduction.

15. Where the Director is satisfied that because of the special circumstances of the particular case it is not necessary for an apprentice to serve his apprenticeship for the whole of the period prescribed in relation to the trade in which he is apprenticed he may on application by the apprentice, his parent or guardian or the employer, reduce the period of apprenticeship to be served by the apprentice.

Satisfactory progress.

16. (1) The Director may require any person training an apprentice to furnish him with a report on the conduct, diligence, application and progress of the apprentice.

(2) Where, in the opinion of the Director, an apprentice is not making satisfactory progress in his training the Director may do any one or more of the following—

- (a) direct that the period of apprenticeship specified in the apprenticeship agreement of that apprentice be extended in the year being served or require that the apprentice serve an additional period after his last normal year of service;
- (b) require the apprentice to undertake such additional training as the Director deems necessary;
- (c) suspend the operation of the apprenticeship agreement for such period and upon such conditions as he thinks fit;
- (d) cancel the apprenticeship agreement of that apprentice,

but the Director shall not take any action pursuant to this subregulation unless he gives the parties to the apprenticeship agreement an opportunity to make representations to him.

(3) Where pursuant to subregulation (2) he has extended an apprenticeship agreement or required an apprentice to undertake additional training and he is satisfied with the progress the apprentice is making with his training the Director may cancel or vary the direction or requirement, as the case may be.

Technical training.

17. (1) An apprentice shall attend technical training classes for instruction in his apprenticeship course as prescribed by the regulations in relation to the trade in which he is being trained.

(2) An apprentice who is required to attend technical training classes—

- (a) shall attend regularly and punctually at the time appointed for the commencement of the classes and shall not without permission of the lecturer leave before the appointed time for leaving;
- (b) shall be diligent and behave in a decorous manner while in the training institution;
- (c) shall not destroy and shall take care of any material or equipment provided for his use in the training institution; and
- (d) shall attend in each term every prescribed technical training class.

(3) An apprentice who is, in the opinion of the Director, unable to attend regular technical training classes in his apprenticeship course, shall undertake his technical training course by correspondence as directed.

(4) Where any regulation relating to training in a particular trade prescribes that the course of training for the trade be undertaken at a particular rate or in particular stages an apprentice undertaking the course shall complete the course at the rate prescribed, or in the stages prescribed, as the case may be, in relation to that trade.

(5) Subject to subregulation (6), where an apprentice is required to undertake instruction by correspondence he shall submit lessons monthly at the rate of the number of lessons prescribed for the stage divided by nine and rounded to nearest whole number.

(6) Notwithstanding subregulation (5), the Director may vary the rate of submission of correspondence lessons to be completed by a particular apprentice.

(7) Where an apprentice is undertaking his technical training course by correspondence his employer shall permit him during ordinary working hours, without deduction from his wages—

- (a) to attend such technical training classes as may be directed; and
- (b) to perform the theoretical or practical work of or incidental to his correspondence course either on the employer's premises or at such other place as is agreed between the apprentice and the employer,

for up to an equivalent number of hours to the number prescribed in the Industrial Training (Apprenticeship Training) Regulations 1981 for apprentices attending technical training classes in his trade.

(8) Where an apprentice is required to undertake instruction by correspondence the employer shall forward all correspondence lessons completed by the apprentice to the body that conducts the course.

(9) Where an apprentice fails to attend a class or carry out a correspondence lesson he shall within 7 days provide the person conducting the course with a written explanation signed by his parent or guardian stating the reason for his failure to so attend or carry out a lesson.

(10) Where an apprentice fails to attend a class or to carry out any requirement of his training by reason of illness the Director may require him to provide a medical certificate signed by a legally qualified medical practitioner substantiating the reason for his absence or failure.

(11) The employer shall not obstruct or hinder an apprentice from attending any class or from undertaking any correspondence instruction that he is required to attend or undertake under the Act.

(12) Notwithstanding subregulations (1) and (3) the Director may exempt an apprentice from attendance at classes or from undertaking his technical training by correspondence and may make the exemption subject to such conditions as he thinks fit.

(13) An exemption granted pursuant to subregulation (12) may be given in relation to a particular apprentice or in relation to any grouping of apprentices.

(14) An apprentice shall submit himself to be examined at such examinations conducted by the Technical Education Division of the Education Department or an approved college in relation to the trade in which he is being trained.

18. (1) The results of every examination of an apprentice, including examinations conducted by the Technical Education Division of the Education Department or an approved college, shall be forwarded by the examiner, that Division or approved college, as the case requires, to the Director. Examinations.

(2) Where an apprentice does not sit for, or attend, an examination, or fails an examination, the examiner, the Technical Education Division or approved college, as the case requires, may recommend to the Director that action be taken under regulation 16.

19. (1) Every apprentice shall submit himself to a final examination at the time and place specified by the examiner. Final examination.

(2) The final examination shall be conducted on the employer's premises unless the Director is of the opinion that in the circumstances of a particular case the examination should be conducted elsewhere and nominates the place at which the examination shall be so conducted.

(3) An apprentice shall be regarded as having completed his apprenticeship if—

- (a) he has passed the final examination prescribed under the regulations in relation to the trade in which he is being trained; and
- (b) subject to these regulations, he has completed the term of apprenticeship specified in his apprenticeship agreement.

(4) The Director shall issue to an apprentice who has completed his apprenticeship, a final certificate.

Machinery to be available for examination. 20. The employer shall place at the disposal of the examiner any of the employer's material and machinery that is required by the examiner for the purpose of conducting an examination on the employer's premises.

Examiners' fees. 21. (1) The fees to be paid to an examiner of apprentices, other than an Apprenticeship Officer appointed under the Act, shall be calculated on an hourly rate for every hour or part thereof incurred in time expended in travel and examination of apprentices according to the following formula—

weekly salary of an officer classified G-II-4 (minimum) under the Public Service (General Division Officers) Salaries Agreement No. 8 of 1975, as amended from time to time, or any award or industrial agreement in substitution therefor

40

=the hourly rate, which shall be rounded to the nearest 10 cents.

(2) The minimum payment payable under subregulation (1) to an examiner of apprentices in respect of any one day shall be for 4 hours and the maximum payment shall be for 8 hours.

(3) Subject to the approval of the Director, an examiner who in the course of his duties under the Act necessarily incurs any travelling expenses is entitled to be paid in accordance with the Public Service Miscellaneous Allowances Award 1976 and the Public Service Motor Vehicle Allowances Award 1976 as amended from time to time or any award or agreement in substitution therefor.

Hearings by Director. 22. Subject to the Act, the procedure on a hearing by the Director shall be as follows—

- (a) the Registrar shall give notice to all persons entitled to be heard at the hearing of the time and date fixed for the hearing, which notice shall not, except with the agreement of all such persons, be less than 7 days before the day fixed for the hearing;
- (b) the conduct of the hearing shall be as determined by the Director;
- (c) the Director may require any party to the proceedings to produce documents for inspection by the Director;
- (d) the Director may require any witness or any party to the proceedings the subject of the hearing to make an oath or affirmation under the Evidence Act 1906.

Appeals to Industrial Commission. 23. (1) Every appeal under section 37C of the Act shall be instituted by a notice of appeal given by the appellant and lodged with the Registrar within 14 days from the date the decision appealed against is given.

(2) The notice referred to in subregulation (1) shall clearly and concisely set forth the grounds upon which the appeal is made.

(3) The filing of an appeal under subsection (1) stays the operation of the decision, which is the subject of the appeal.

(4) Upon receipt of a notice of appeal referred to in subregulation (1) the Registrar shall forward a copy thereof to the other parties concerned and shall provide proof of such notification to the Commission.

(5) Regulation 29A of the Industrial Commission Regulations 1980 as amended applies to and in relation to an appeal to the Commission under section 37C of the Act.



## SCHEDULE 1.

## Prescribed Apprenticeship Trades.

Automotive Electrical Fitting  
Blacksmithing  
Boilermaking and/or Steel Construction and/or First Class Welding  
Coppersmithing  
Electroplating (First Class)  
Engine Reconditioning  
First Class Welding (Boilermaking)  
First Class Welding (Engineering)  
Fitting and/or Turning and/or First Class Machining  
Fuel Injection Fitting  
Instrument Fitting  
Jobbing Moulding and Coremaking  
Locksmithing  
Motor Cycle Mechanics  
Motor Mechanics  
Patternmaking  
Plant Mechanics (Agriculture)  
Plant Mechanics (Industrial)  
Refrigeration Fitting  
Saw Doctoring  
Sheetmetal  
Sheetmetal Painting  
Weighing Instrument Mechanics

Electrical (Aircraft)  
Ground Engineering (Aircraft)

Electrical Fitting  
Electrical Installing  
Radio and Television Servicing

Carpentry and Joinery  
Glazing  
Lead Burning  
Modelling (Fibrous Plaster)  
Painting and Decorating  
Plumbing  
Signwriting  
Wall and Ceiling Fixing  
Bricklaying  
Stonemasonry  
Plastering  
Tilelaying

Bodymaking and/or First Class Welding (Vehicle Building)  
Painting (Vehicle Building)  
Panelbeating  
Trimming

Schedule 1—*continued.*

Cabinetmaking  
Chairmaking  
Floor Covering  
French Polishing (including all Wood Finishing)  
Glass Beveling  
Glass Designing and/or Sandblasting  
Glass Silvering  
Leadlight Glazing  
Metal Furniture Making  
Soft Furnishing Making  
Toolmaking and Jigmaking (Iron bedstead)  
Upholstering  
Wickerworking  
Woodmachining  
Wood Carving  
Wood Turning

Baking  
Cooking  
General Butchering  
Pastrycooking  
Slaughtering  
Small Goods Making

Camera Operating, Platemaking and Etching  
Composing  
Composing Machine Mechanism  
Bookbinding and Guillotine Machine Operating  
Paper Ruling and Guillotine Machine Operating  
Printing Machining (Letterpress and/or Lithographic)  
Screen Printing Stencil Preparation  
Stereotyping

Boatbuilding  
Dental Technician  
Ladies Hairdressing  
Male Hairdressing  
Horticulture  
Jewellery  
Mechanics (Office Machines)  
Optical Mechanics  
Shipwrighting  
Ship Carpentry and Joinery  
Tailoring  
Timber Machining  
Watch and/or Clock Repairing

Bespoke and Surgical Bootmaking  
Footwear Manufacturing  
Footwear Repairing

11

SCHEDULE 2.

INDUSTRIAL TRAINING ACT 1975.

APPRENTICESHIP AGREEMENT

An agreement under seal made between:—

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(hereinafter called "the employer") of the first part:

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and

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┌

(hereinafter called "the apprentice") of the second part:

Born on

└

┌

and

└

┌

(hereinafter called "the guardian") of the third part:

The \*parent/guardian of the apprentice

└

┌

WITNESSETH AS FOLLOWS:—

1. THE APPRENTICE OF HIS OWN FREE WILL AND WITH THE CONSENT OF THE GUARDIAN HEREBY BINDS HIMSELF TO THE EMPLOYER TO LEARN THE TRADE OF  
FOR A TERM OF  
FROM AND INCLUDING THE  
UPON AND SUBJECT TO THE COVENANTS AGREEMENTS CONDITIONS AND STIPULATIONS HEREINAFTER AND ON THE REVERSE SIDE HEREOF CONTAINED.
2. THE APPRENTICE AND THE GUARDIAN HEREBY COVENANT AND AGREE WITH THE EMPLOYER THAT THE APPRENTICE WILL DULY AND PUNCTUALLY PERFORM AND OBSERVE ALL CONDITIONS AGREEMENTS AND STIPULATIONS SET OUT ON THE REVERSE SIDE HEREOF AND ON THE PART OF THE APPRENTICE TO BE PERFORMED AND OBSERVED.
3. THE EMPLOYER FOR HIMSELF HIS EXECUTORS ADMINISTRATORS AND ASSIGNS OR IF THE EMPLOYER IS A CORPORATION ITS SUCCESSORS AND ASSIGNS HEREBY COVENANTS AND AGREES WITH THE APPRENTICE AND THE GUARDIAN TO DULY AND PUNCTUALLY PERFORM AND OBSERVE ALL CONDITIONS AGREEMENTS AND STIPULATIONS SET OUT ON THE REVERSE SIDE HEREOF AND ON THE PART OF THE EMPLOYER TO BE PERFORMED AND OBSERVED.

Signed, sealed and delivered on this ..... day of ..... 19.....

Employer ..... Witness .....

Apprentice ..... Witness .....

Guardian ..... Witness .....

\*Strike out whichever is inapplicable

Schedule 2—*continued.*[*Reverse Side.*]

1. That the apprentice shall and will truly and faithfully serve the employer as his apprentice in the said trade at such place (or places) as the employer may reasonably direct and that the apprentice will diligently attend to his work at the said trade, and will at all times willingly obey the reasonable directions of the employer, his managers, foremen, and overseers, and will not during the apprenticeship, without the consent in writing of the employer sell any goods which the employer makes or employ himself in the service of any other person or company in any work, or do any work for hire or reward which the employer undertakes, other than for the employer, and will not absent himself from the employer's service without leave, and will comply with the provisions of the Industrial Training Act 1975.
2. That the apprentice will not do any damage or knowingly suffer any damage to be done to the property of the employer.
3. That the apprentice shall not be responsible for any faulty work or for any damage or injury done to materials, work, or machinery, tools, or plant other than wilful damage or injury during the course of his work.
4. That the apprentice, if under the age of eighteen years, shall not be required to work overtime without his consent.
5. The guardian shall be bound by this Agreement until the apprentice attains the age of twenty-one years or until the expiration of the said term whichever first occurs.
6. That the employer will accept the apprentice as his apprentice during the said term, and will during the said term, by the best means in his power, cause him to be instructed in the said trade and will provide facilities for the practical training of the apprentice in the said trade.
7. That the technical instruction of the apprentice prescribed by or under the Industrial Training Act 1975 when available shall be in the employer's time, except in places where such instruction is given after the ordinary hours of work.
8. That in the event of the apprentice, in the opinion of his examiner or examiners, not progressing satisfactorily, increased time for technical instruction shall be allowed at the employer's expense to enable the apprentice to reach the necessary standard, but if and only if the failure of the apprentice to make satisfactory progress is due to the fault of the employer or is due to the inability of the apprentice to attend to his duties at any time during the period of his apprenticeship, whether on account of illness or other lawful reason.
9. That the employer will observe and perform all the conditions and stipulations of the Industrial Training Act 1975.
10. This Agreement may be cancelled by mutual consent by the employer, the apprentice and the guardian giving notice in writing to the Registrar of Industrial Training appointed under the Industrial Training Act 1975 and thereupon the apprenticeship shall be terminated without prejudice to the rights of any of the parties hereto in respect of any antecedent breach of the provisions of this Agreement.
11. That, subject to Section 37 of the Industrial Training Act 1975, the employer shall have the right to suspend the apprentice for misconduct but shall within 7 days of the date of suspension, apply to the Director for suspension or cancellation of this agreement. The term "misconduct" without limiting its general sense, shall include refusal to obey lawful orders, wilful neglect or dereliction of duty, absence from duty without leave, the taking part in or being concerned in anything in the nature of a strike or doing anything contrary to the provisions of the Industrial Training Act 1975 or to the provisions of any Award or Industrial Agreement in force so far as the same shall relate to the apprenticeship or any of these things.
12. This Agreement is subject to the provisions of the Industrial Training Act 1975.
13. In this Agreement reference to an Act includes the amendments to that Act for the time being in force and also any Act passed in substitution therefor or in lieu thereof and the regulations for the time being in force thereunder.

13

SCHEDULE 3

INDUSTRIAL TRAINING ACT 1975—SECTION (26)

APPRENTICESHIP AGREEMENT

An agreement under seal made the ..... day of ..... 19..... between:—  
THE INDUSTRIAL TRAINING BOARD (“the board”) constituted pursuant to the  
INDUSTRIAL TRAINING ACT 1975 (“the Act”) of the first part;

┌ ..... (hereinafter called  
└ ..... “the employer”)  
of the second  
part:

┌ .....  
└ .....  
┌ ..... and  
└ .....

..... (hereinafter called  
“the apprentice”)  
of the third part:

Born on

┌ .....  
└ .....  
┌ ..... and  
└ .....

..... (hereinafter called  
“the guardian”)  
of the fourth  
part:

The \*parent/guardian of the apprentice

┌ .....  
└ .....

WHEREAS:

- (i) THE APPRENTICE WITH THE CONSENT OF THE GUARDIAN SEEKS TO BE INDENTURED TO THE BOARD PURSUANT TO SECTION 26 (3) (e) OF THE ACT.
- (ii) THE BOARD HAS AGREED TO ACCEPT SUCH INDENTURE AND TO PLACE THE APPRENTICE WITH THE EMPLOYER.

WHEREBY IT IS AGREED AS FOLLOWS:

1. THE APPRENTICE OF HIS OWN FREE WILL AND WITH THE CONSENT OF THE GUARDIAN HEREBY BINDS HIMSELF TO THE BOARD UPON AND SUBJECT TO THE COVENANTS AGREEMENTS CONDITIONS AND STIPULATIONS HEREINAFTER CONTAINED AND THE BOARD HEREBY COVENANTS THAT IT WILL TAKE AND RECEIVE THE APPRENTICE AS ITS APPRENTICE IN THE SPECIAL TRADES AS DEFINED IN THE INDUSTRIAL TRAINING ACT 1975 AND REGULATIONS DULY MADE THEREUNDER AND FOR THE TIME BEING IN THE TRADE OF  
FOR THE TERM OF ..... YEARS, FROM AND INCLUDING  
THE ..... DAY OF ..... 19..... AND HEREBY PLACES  
THE APPRENTICE WITH THE EMPLOYER.

Schedule 3—*continued.*

2. THE EMPLOYER FOR HIMSELF, HIS HEIRS, EXECUTORS, AND ASSIGNS, OR IF THE EMPLOYER IS A COMPANY, ITS SUCCESSORS AND ASSIGNS HEREBY COVENANTS WITH THE BOARD TO DULY AND PUNCTUALLY PERFORM AND OBSERVE ALL CONDITIONS AGREEMENTS AND STIPULATIONS HEREINAFTER CONTAINED AND ON THE PART OF THE EMPLOYER TO BE PERFORMED AND OBSERVED.

..... <i>Director of Industrial Training</i>	..... <i>Witness</i>
..... <i>Employer</i>	..... <i>Witness</i>
..... <i>Apprentice</i>	..... <i>Witness</i>
..... <i>Guardian</i>	..... <i>Witness</i>

*\*Strike out whichever is inapplicable*

[*Reverse Side.*]

1. That the apprentice shall and will truly and faithfully serve the employer as an apprentice of the Board in the said trade at such place (or places) as the employer may reasonably direct and that the apprentice will diligently attend to his work at the said trade, and will at all times willingly obey the reasonable direction of the employer, his managers, foremen, and overseers, and will not during the apprenticeship, without the consent in writing of the employer sell any goods which the employer makes or employ himself in the service of any other person or company in any work or do any work for hire or reward which the employer undertakes, other than for the employer, and will not absent himself from the employer's service without leave, and will comply with the provisions of the Industrial Training Act 1975.
2. That the apprentice will not damage or knowingly suffer any damage to be done to the property of the employer.
3. That the apprentice shall not be responsible for any faulty work or for any damage or injury done to materials, work, or machinery, tools, or plant other than wilful damage or injury during the course of his work.
4. That the apprentice, if under the age of eighteen years, shall not be required to work overtime without his consent.
5. The guardian shall be bound by this Agreement until the apprentice attains the age of twenty-one years or until the expiration of the said term whichever first occurs.
6. That the employer will accept the apprentice as his apprentice during the said term, and will during the said term, by the best means in his power, cause him to be instructed in the said trade and will provide facilities for the practical training of the apprentice in the said trade.
7. That the technical instruction of the apprentice prescribed by or under the Industrial Training Act 1975 when available shall be in the employer's time, except in places where such instruction is given after the ordinary hours of work.
8. That in the event of the apprentice, in the opinion of his examiner or examiners, not progressing satisfactorily, increased time for technical instruction shall be allowed at the employer's expense to enable the apprentice to reach the necessary standard, but if and only if the failure of the apprentice to make satisfactory progress is due to the fault of the employer or is due to the inability of the apprentice to attend to his duties at any time during the period of his apprenticeship, whether on account of illness or other lawful reason.
9. That the employer will observe and perform all the conditions and stipulations of the Industrial Training Act 1975.
10. This Agreement may be cancelled by mutual consent by the employer, the apprentice and the guardian giving notice in writing to the Registrar of Industrial Training appointed under the Industrial Training Act 1975 and thereupon the apprenticeship shall be terminated without prejudice to the rights of any of the parties hereto in respect of any antecedent breach of the provisions of this Agreement.

Schedule 3—*continued.*

11. That, subject to section 37 of the Industrial Training Act 1975, the employer shall have the right to suspend the apprentice for misconduct but shall, within 7 days of the date of suspension, apply to the Director for suspension or cancellation of this agreement. The term "misconduct" without limiting its general sense, shall include refusal to obey lawful order, wilful neglect or dereliction of duty, absence from duty without leave, the taking part in or being concerned in anything in the nature of a strike or doing anything contrary to the provisions of the Industrial Training Act 1975 or to the provisions of any Award or Industrial Agreement in force so far as the same shall relate to the apprenticeship or any of these things.
12. This Agreement is subject to the provisions of the Industrial Training Act 1975.
13. In this Agreement reference to an Act includes the amendments to that Act for the time being in force and also any Act passed in substitution thereof or in lieu thereof and the regulations for the time being in force thereunder.

By His Excellency's Command,

R. D. DAVIES,  
Clerk of the Council.

## INDUSTRIAL TRAINING ACT 1975-1980.

## INTERPRETATION ACT 1918.

INDUSTRIAL TRAINING (APPRENTICESHIP TRAINING)  
REGULATIONS 1981.

MADE by His Excellency the Governor in Executive Council.

1. These regulations may be cited as the Industrial Training (Apprenticeship Training) Regulations 1981. Citation.
2. The Industrial Training (Apprenticeship Training) Regulations 1978\* are repealed on, and these regulations take effect on and from, 20 July 1981. Repeal and commencement.
3. These regulations shall be construed in conjunction with the Industrial Training (General Apprenticeship) Regulations 1981 as if these regulations were incorporated in and formed part of those regulations. Construction.
4. In these regulations unless the contrary intention appears— Interpretation.  
"directed" means under a direction of the Director of Technical Education or the chief executive officer of an approved college;  
"Schedule" means a Schedule to these regulations;  
"trade" means a trade prescribed as an apprenticeship trade under the Act.
5. (1) The Council may by notice published in the *Western Australian Industrial Gazette* declare the course of training applicable in relation to any trade. Course of training.  
(2) A notice referred to in subregulation (1) may by subsequent notice be varied or cancelled by the Council.  
(3) Until the Council pursuant to subregulation (1) declares the course of training applicable in relation to a trade the course of training approved by the Director in relation to that trade under the provisions of the Industrial Arbitration Act 1912 and in force immediately before the coming into operation of the Industrial Training Act 1975 is the prescribed course of training in relation to that trade.
6. (1) For the purposes of this regulation "column" means a column of Schedule 1. Term of apprenticeship.  
(2) The term of an apprenticeship in a trade specified in column 1 is the term specified opposite and corresponding to that trade in column 2 but where in column 3 or 4 requirements are specified setting out other terms of apprenticeship opposite and corresponding to a trade specified in column 1 the term of an apprenticeship in that trade is, if the parties to the apprenticeship agreement so agree, the term specified in the column the requirements of which have been complied with.

\* Published in *Government Gazette* 27 January 1978 at pp. 302-7.

Attendance at classes. 7. (1) In this regulation unless the contrary intention appears "column" means a column of Schedule 2 or Schedule 3.

(2) Subject to regulation 9, an apprentice in a trade specified in column 1 whose term of apprenticeship is for a term specified in column 2 of Schedule 1 shall attend classes conducted by the Technical Education Division of the Education Department or an approved college as directed, at the centre applicable to his case during the first, second and third year of his apprenticeship for the periods respectively specified opposite and corresponding to his trade in columns 2, 3 and 4 respectively.

Correspondence and training. 8. (1) In this regulation unless the contrary intention appears "column" means a column of Schedule 4.

(2) Subject to regulation 9, an apprentice in a trade specified in column 1 whose term of apprenticeship is for a term specified in column 2 of Schedule 1 and who is directed to undertake instruction by correspondence lessons and to attend classes of intensive training as applicable to his case, shall undertake such lessons and training during the first, second, third and fourth year of his apprenticeship at the rate and for the periods respectively specified opposite and corresponding to his trade in columns 2, 3, 4 and 5 respectively.

Alternative direction of Director. 9. Notwithstanding anything in regulations 7 and 8, the Director may direct an apprentice to attend classes and undertake correspondence lessons at such rate, times and for such periods specified in the direction in lieu of the rate, times and periods prescribed by regulations 7 and 8 and effect shall be given to such a direction.

SCHEDULE 1  
TERMS OF INDENTURE

Column 1	Maximum Term	Pre-requisites for Shorter Terms	
	Column 2	Column 3	Column 4
Automotive Electrical Fitting ....	4 years	3½ years Where the apprentice has completed the 11th year of schooling and has obtained the achievement certificate in such subjects and at such levels as the advisory board determines.	3 years (i) Where the apprentice has completed the 12th year of schooling and has obtained the Board of Secondary Education Certificate in such subjects and at such levels as the advisory board determines; or (ii) Where a minor has satisfactorily completed an approved pre-apprenticeship course conducted by the Technical Education Division of the Education Department or an approved college.
Baking ....			
Blacksmithing ....			
Bodysmaking and/or First Class Welding (Vehicle Building)			
Boilermaking and/or Steel Construction and/or First Class Welding			
Cabinetmaking ....			
Chairmaking ....			
Cooking ....			
Coppersmithing ....			
Electrical (Aircraft) ....			
Electrical Fitting ....			
Electrical Installing ....			
Electroplating (First Class) ....			
First Class Welding (Boilermaking) ....			
First Class Welding (Engineering) ....			
Fitting and/or Turning and/or First Class Machining			
Fuel Injection Fitting ....			
General Butchering ....			
Ground Engineering (Aircraft) ....			
Instrument Fitting ....			
Jobbing Moulding and Coremaking ....			
Locksmithing ....			
Mechanics (Office Machines) ....			
Motor Cycle Mechanics....			
Motor Mechanics ....			
Painting (Vehicle Building) ....			
Panelbeating ....			
Pastrycooking ....			
Patternmaking ....			
Plumbing ....			
Refrigeration Fitting ....			
Sheetmetal ....			
Sheetmetal Painting ....			
Slaughtering ....			
Small Goods Making ....			
Tool Making and Jigmaking (Iron Bedstead)			
Trimming ....			
Weighing Instrument Mechanics			
Woodmachining ....			
Bricklaying ....	4 years	3½ years Where the apprentice has completed the 11th year of schooling.	(i) Where the apprentice has completed the 12th year of schooling and
Carpentry and Joinery ....			
Glazing ....			
Lead Burning ....			



## SCHEDULE 1—continued

Column 1	Maximum Term	Pre-requisites for Shorter Terms	
	Column 2	Column 3	Column 4
Modelling (Fibrous Plaster) .... Painting and Decorating .... Plastering .... Signwriting .... Stonemasonry .... Tilelaying .... Wall and Ceiling Fixing....			has obtained the Board of Secondary Education Certificate in such subjects and at such levels as the advisory board determines; (ii) Where a minor has satisfactorily completed an approved pre-apprenticeship course conducted by the Technical Education Division of the Education Department or an approved college
Bespoke and Surgical Bootmaking .... Boatbuilding .... Bookbinding and Guillotine Machine Operating Camera Operating, Plate Making and Etching Composing Composing Machine Mechanism .... Engine Reconditioning .... Footwear Manufacturing .... Footwear Repairing .... French Polishing (including all Wood Finishing) Glass Beveling .... Glass Designing and/or Sandblasting .... Glass Silvering .... Horticulture .... Ladies Hairdressing .... Leadlight Glazing .... Male Hairdressing .... Metal Furniture Making .... Optical Mechanics .... Paper Ruling and Guillotine Machine Operating Plant Mechanics (Agriculture) .... Plant Mechanics (Industrial) .... Printing Machining (Letterpress and/or Lithographic) Radio and Television Servicing .... Saw Doctoring .... Screen Printing Stencil Preparation .... Stereotyping .... Tailoring .... Timber Machining .... Upholstering .... Watch and/or Clock Repairing .... Wickerworking .... Wood Carving .... Wood Turning ....	4 years	Nil	3 years Where a minor has satisfactorily completed an approved pre-apprenticeship course conducted by the Technical Education Division of the Education Department or an approved college.
Dental Technician* ....	4 years	3½ years Where the apprentice has completed the 11th year of schooling in addition to having obtained the achievement certificate in such subjects as the advisory board determines.	3 years (i) Where the apprentice has completed the 12th year of schooling and has obtained the Board of Secondary Education's Certificate in such subjects and at such levels in such subjects as the advisory board determines; or (ii) Where a minor has satisfactorily completed an approved pre-apprenticeship course conducted by the Technical Education Division of the Education Department or an approved college.
Shipwrighting .... Ship Carpentry and Joinery ....	4 years	3½ years (i) Where the apprentice has completed the 10th year of schooling and has obtained the Achievement Certificate in such subjects and at such levels as the	3 years (i) Where the apprentice has completed the 11th year of schooling with passes in such subjects and at such levels as the advisory board determines; or

## SCHEDULE 1--continued

Column 1	Maximum Term	Pre-requisites for Shorter Terms	
	Column 2	Column 3	Column 4
		advisory board determines; or (ii) Where the apprentice has completed the 11th year of schooling including study in such subjects as the advisory board determines.	(ii) Where a minor has satisfactorily completed an approved pre-apprenticeship course conducted by the Technical Education Division of the Education Department or an approved college.
Jewellery .....	5 years	Nil	3 years Where a minor has satisfactorily completed an approved pre-apprenticeship course conducted by the Technical Education Division of the Education Department or an approved college.
Floor Covering .....	3 years		
Soft Furnishing Making .....			

\* No minor may be employed unless he has completed the 10th year of schooling and has obtained the achievement certificate in such subjects as the Advisory Board determines.

SCHEDULE 2  
ATTENDANCE AT TECHNICAL TRAINING CLASSES ON DAY RELEASE

Column 1	Column 2	Column 3	Column 4	Column 5
	Technical Year 1 Days	Technical Year 2 Days	Technical Year 3 Days	Technical Year 4 Days
Automotive Electrical Fitting .....	36	36	18	
Bespoke and Surgical Bootmaking .....	18	18		
Blacksmithing .....	36	36	18	
Boilermaking and/or Steel Construction and/or First Class Welding .....	36	36	18	
Bookbinding and Guillotine Machine Operating .....	36	36	36	
Cabinetmaking .....	36	36	18	
Camera Operating, Plate Making and Etching .....	36	36	36	
Carpentry and Joinery .....	36	36	18	
Chairmaking .....	36	36	18	
Composing Machine Mechanism .....	18	36	18	
Cooking .....	36	36	36	
Coppersmithing .....	36	36	18	
Dental Technician .....	36	36	36	
Electrical (Aircraft) .....	36	36	18	
Electrical Fitting .....	36	36	18	
Electrical Installing .....	36	36	18	
Electroplating (First Class) .....	36			
First Class Welding (Boilermaking) .....	36	36	18	
First Class Welding (Engineering) .....	36	36	18	
Fitting and/or Turning and/or First Class Machining .....	36	36	18	
Footwear Manufacturing .....	18	18		
Footwear Repairing .....	18	18		
French Polishing (including all Wood Finishing) .....	36	36	18	
Fuel Injection Fitting .....	36	36	18	
General Butchering .....	18	18		
Glazing .....	36	36	18	
Horticulture .....	36	36	36	
Instrument Fitting .....	36	36	18	

## SCHEDULE 2—continued

Jewellery	36	18	18	18
Ladies Hairdressing	36	18	18	
Lead Burning	36	36	18	
Locksmithing	36	36	18	
Male Hairdressing	36	18	18	
Mechanics (Office Machines)	36	36	18	
Modelling (Fibrous Plastering)	36	18	18	
Motor Cycle Mechanics	36	36	18	
Motor Mechanics	36	36	18	
Optical Mechanics	18	18	18	
Panelbeating	36	36	18	
Pastrycooking	36	36	18	
Patternmaking	*42	36	18	
Plastering	36	36	18	
Radio and Television Servicing	36	36	18	
Refrigeration Fitting	36	36	18	
Sheetmetal	36	36	18	
Shipwrighting	36	36	18	
Ship Carpentry and Joinery	36	36	18	
Slaughtering	18	18		
Smallgoods Making	18	18		
Stereotyping	18	36	18	
Timbermachining	36	36	18	
Toolmaking and Jigmaking (Iron Bedstead)	36	36	18	
Trimming	36	36	18	
Upholstering	36	36	18	
Weighing Instrument Mechanics	36	36	36	

For the purpose of this Schedule each day of attendance shall comprise 8 hours.

\* Conducted as a block release programme.

## SCHEDULE 3

## ATTENDANCE AT TECHNICAL TRAINING CLASSES ON BLOCK RELEASE

Column 1 Trade	Column 2 Technical Year 1	Column 3 Technical Year 2	Column 4 Technical Year 3
Bodymaking and/or First Class Welding (Vehicle Building) Jobbing Moulding and Coremaking Painting (Vehicle Building) Panelbeating Plant Mechanics (Agricultural) Plant Mechanics (Industrial) Saw Doctoring Sheetmetal Painting	6 weeks for 40 hours per week during the periods directed	6 weeks for 40 hours per week during the periods directed	6 weeks for 40 hours per week during the periods directed
Bricklaying Carpentry and Joinery Instrument Fitting Painting and Decorating Signwriting	7 weeks for 40 hours per week during the periods directed	7 weeks for 40 hours per week during the periods directed	4 weeks for 40 hours per week during the periods directed
Composing Printing Machine (Letterpress and/or Lithographic)	8 weeks for 40 hours per week during the periods directed	8 weeks for 40 hours per week during the periods directed	8 weeks for 40 hours per week during the periods directed
Baking	7 weeks for 40 hours per week during the periods directed	7 weeks for 40 hours per week during the periods directed	
Ground Engineering (Aircraft)	3 blocks of 12 days for 8 hours per day during the periods directed	3 blocks of 12 days for 8 hours per day during the periods directed	3 blocks of 12 days for 8 hours per day during the periods directed
Patternmaking	3 blocks, 1 day of 12 days duration and 2 of 15 days duration for 8 hours per day during the periods directed		
Plumbing	8 weeks for 40 hours per week during the periods directed	6 weeks for 40 hours per week during the periods directed	6 weeks for 40 hours per week during the periods directed

## SCHEDULE 4

## TECHNICAL TRAINING COMPRISING CORRESPONDENCE LESSONS AND/OR COURSES OF INTENSIVE TRAINING

Column 1 Trade	Column 2 Technical Year 1		Column 3 Technical Year 2		Column 4 Technical Year 3		Column 5 Technical Year 4	
	Number of Lessons	Days of Intensive Training*	Number of Lessons	Days of Intensive Training	Number of Lessons	Days of Intensive Training	Number of Lessons	Days of Intensive Training
Automotive Electrical Fitting	18	10	14	10	10	10	10	10
Blacksmithing	....	10	....	10	....	10	....	10
Boilermaking and/or Steel Construction and/or First Class Welding	36	10	20	10	20	10	20	10
Bricklaying	10	10	10	10	10	10	5	10
Cabinetmaking	....	10	....	10	....	10	....	10
Carpentry and Joinery	15	10	20	10	10	10	....	....
Cooking	19	10	18	10	18	10	....	....
Electrical Fitting	18	10	18	10	18	10	16	10
Electrical Installing	18	10	18	10	18	10	15	10
First Class Welding (Boilermaking)	36	10	36	10	36	10	....	....
First Class Welding (Engineering)	36	10	20	10	20	10	20	10
Fitting and/or Turning and/or First Class Machining	20	10	20	10	25	10	16	10
General Butchering	24	10	24	10	....	....	....	....
Ladies Hairdressing	12	....	12	....	12	....	....	....
Motor Cycle Mechanics	20	10	21	10	23	10	20	10
Motor Mechanics	19	10	21	10	23	10	24	10
Painting and Decorating	22	10	20	10	....	10	....	....
Painting (Vehicle Building)	15	10	17	10	17	10	....	....
Panelbeating	26	10	20	10	....	10	....	10
Pastrycooking	10	10	10	10	16	10	....	....
Plastering	....	10	....	10	....	10	....	....
Plumbing	31	10	13	10	13	10	12	10
Radio and Television Servicing	25	10	20	10	....	10	....	10
Refrigeration Fitting	16	10	10	10	10	10	....	20**
Sheetmetal	34	10	20	10	21	10	....	10
Ship Carpentry and Joinery	....	10	....	10	....	10	....	10
Shipwrighting	....	10	....	10	....	10	....	10
Signwriting	22	10	20	10	9	10	....	....
Slaughtering	24	10	24	10	....	....	....	....
Smallgoods Making	24	10	24	10	....	....	....	....
Timber Machining	....	10	....	10	....	10	....	10
Trimming	....	10	....	10	....	10	....	10
Upholstery	....	10	....	10	....	10	....	....
Wall and Ceiling Fixing	....	10	....	10	....	10	....	....
Wood Machining	....	10	....	10	....	10	....	....

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\* For the purpose of this Schedule in each year the attendance of 10 days shall comprise a period of continuous release and each day of attendance shall comprise 8 hours.

\*\* Two blocks of 10 days continuous release, each day comprising 8 hours.

By His Excellency's Command,  
R. D. DAVIES,  
Clerk of the Council.