

(4) For all hours worked in any week in excess of 48, the Overtime Rate shall be One-and-a-Quarter times the Minimum Rate otherwise applicable, except in so far as higher Overtime Rates are payable under the provisions of paragraphs 2 and 3 of this Section.

The Overtime Rate shall be payable where on any day (not being a Sunday or a Customary Public or Statutory Holiday) the number of hours worked exceeds nine, or in the case of Saturday exceeds five, notwithstanding that the number of hours worked in the week does not exceed 48.

Provided that:—

Where it is or may become the established practice of an employer to require attendance only on five days a week, the Overtime Rates shall only be payable on such days after 9½ hours have been worked.

NOTE.—The hours which Female Workers, Young Persons and Children are allowed to work are subject to the provisions of the Factory and Workshop Acts, and of the Employment of Women, Young Persons and Children Act, 1920.

PART IV.

For the purpose of the application of the Minimum Rates of Wages set out in Part I. of this Schedule, an Apprentice is defined as a worker who:—

(a) Is employed during the whole of his or her time in accordance with the provisions of this Schedule under an Indenture (duly stamped) for a period of five years in the form prescribed by the Trade Board as set out in Part V. of this Schedule; and

(b) Has been registered with the Trade Board in accordance with rules from time to time laid down by the Trade Board, or has made an application for such registration, which has been duly acknowledged and is still under consideration.

Provided that the registration may be cancelled if the other conditions of apprenticeship are not complied with; and

(c) Is employed under conditions where the employment of Apprentices is limited as follows:—

(a) In the case of Apprentices to Cigar Making: One Apprentice to every three Journeyworkers who have been in the Service of the employer as Cigar Makers throughout the period of 6 months prior to the date of Application for Registration.

(b) In the case of Apprentices to Cigar Sorting and/or Bundling:

1 Apprentice to not less than 5 Journeyworkers in the service of the employer as Cigar Sorters and/or Bundlers, throughout the period of 6 months prior to the date of Application for Registration.

2 Apprentices to 7 such Journeyworkers.

3 Apprentices to 14 such Journeyworkers.

4 Apprentices to 20 such Journeyworkers.

And thereafter one additional Apprentice may be employed for every additional 5 such Journeyworkers.

PART V.

Form of Indenture of Apprenticeship.

The form of Indenture of Apprenticeship referred to in paragraph (a) of Part IV. of this Schedule is as follows:—

This Indenture made the _____ day of _____ between _____ of _____ a minor of the age of _____ years (hereinafter called the "Apprentice") of the first part, _____ of _____ the parent or guardian of the Apprentice (hereinafter called the "Guardian") of the second part, and _____ of _____ (hereinafter called the "Employer") of the third part:

Witnesseth that it is hereby mutually covenanted, declared and agreed as follows:

1. The Guardian hereby with the consent of the Apprentice puts and places the Apprentice and the Apprentice hereby with the consent of the Guardian freely and voluntarily puts places and binds _____ self as Apprentice to the Employer to learn the art of* _____ upon the terms and conditions following, that is to say:—

2. The term of service shall be five years from the _____ day of _____ 19 _____, unless determined as hereinafter mentioned.

3. The Employer shall pay to the Apprentice every week during the said term wages in accordance with the appropriate scale of wages as fixed and as varied from time to time for Apprentices by the Tobacco Trade Board (Great Britain).

4. The Apprentice shall during the said term diligently apply _____ self to the work given to _____ to do and shall faithfully serve the Employer and keep all his secrets and obey all the lawful commands of the Employer and shall not do any damage to the Employer's property or business or waste spoil or destroy lend or dispose of his goods or property or absent _____ self from work without the previous consent of the Employer but shall in all things conduct _____ self with propriety, diligence and sobriety as a good and faithful Apprentice towards the Employer.

5. The Employer shall during the said term unless determined as hereinafter mentioned provided the Apprentice shall properly conduct _____ self and perform and observe the covenants, terms and conditions herein contained, use his best endeavours to teach and instruct or cause the Apprentice to be taught and instructed in the said art of* _____ as practised by the said Employer at his said establishment.

6. The Employer shall supply the Apprentice forthwith upon the execution of these presents a true copy of this Indenture.

7. Where in the opinion of the Employer the work performed by the Apprentice is unsatisfactory it shall be returned to him for alteration and the minimum rates applicable under the Determinations of the Tobacco Trade Board (Great Britain) shall not be payable in respect of such work. Provided that where work is accepted by or on behalf of the employer it shall be paid for at the appropriate minimum rates as fixed by the Trade Board and made effective under the Trade Boards Acts.

8. In consideration of the premises the Guardian covenants and agrees with the Employer that the Apprentice shall honestly and diligently serve the Employer as his