

PART V.

DEFINITION OF MALE APPRENTICE.

For the purpose of the application of the Minimum Rates set out in Parts I, II and IV of this Schedule, an APPRENTICE is defined as being a male worker of 16 years of age or over who :—

- (a) Is employed during the whole of his time in accordance with the provisions of this Schedule under an Indenture (duly stamped) for a period of four years in the case of apprentice tenters or for a period of three years in the case of apprentice dressers, in the form prescribed by the Trade Board as set out in Part VI of this Schedule, OR IN ANY OTHER FORM APPROVED BY THE TRADE BOARD ; 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 :—

- (i) The registration may be cancelled if the other conditions of apprenticeship are not complied with.
- (ii) An employer may employ a worker at the minimum rates and under the special conditions for apprentices without registration for a probation period not exceeding twelve weeks ; but in the event of such worker being continued thereafter at his employment as an Apprentice, the probation period shall be included in his period of apprenticeship.

PART VI.

FORM OF INDENTURE OF APPRENTICESHIP PRESCRIBED BY THE ABOVE TRADE BOARD.

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 as follows, that is to say :—

1. The Apprentice of his own free will and with the consent of the Guardian hereby binds himself to serve the Employer as his apprentice in his trade of for the term of * years from the date of these presents.

2. In consideration of the covenants and agreements entered into by the Guardian and the Apprentice, the Employer hereby covenants with the Guardian and the Apprentice and with each of them severally as follows :—

- (a) That he will keep the Apprentice as his Apprentice during the said term and to the best of his power, skill and knowledge instruct the Apprentice or cause him to be instructed in the section of the Flax and Hemp Trade known as
- (b) That he will keep the Apprentice under his own supervision or place him under a fully qualified Journeyman (or Journeymen).
- (c) That he will pay to the apprentices every week during the said term wages in accordance with the appropriate scale of wages as fixed or as varied from time to time for male apprentices by the Trade Board, provided that he shall not be bound to pay wages to the Apprentice for such time as the Apprentice is absent from his duties through ill-health and is in receipt of sickness benefit under the National Insurance Act.
- (d) That if the Employer shall die or become permanently incapacitated through illness or injury (to be certified by a fully qualified Medical Practitioner) or cease to carry on the said trade of before the expiration of the said term of apprenticeship, then and in any such case, the Employer or his Executors or his Administrators, as the case may be, shall, after obtaining the consent and approval of the Guardian and of the said Apprentice, which consent and approval shall not be unreasonably withheld, use all reasonable efforts to find another suitable employer for the Apprentice to take over this Indenture.
- (e) That in the event of the death, incapacity or removal of the Guardian from the District in which the Apprentice resides, it shall be open to the Apprentice to propose to the Employer in writing that the Indenture be cancelled, and the Employer shall not unreasonably withhold his consent to the cancellation of the Indenture on these grounds.
- (f) That he will not hold the Apprentice liable to make good the value of any work which he may spoil whilst learning his trade, except in the case of wilful or malicious damage.