

INDUSTRIAL TRAINING ACT

CHAPTER 39:54

Act
22 of 1922
Amended by
4 of 1931
16 of 1947
37 of 1975

Current Authorised Pages

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Note on Adaptation

Under paragraph 6 of the Second Schedule to the Law Revision Act (Ch. 3:03) the Commission amended certain references to public officers in this Chapter. The Minister's approval of the amendments was signified by LN 120/1980, but no marginal reference is made to this Notice where any such amendment is made in the text.

CHAPTER 39:54

INDUSTRIAL TRAINING ACT

ARRANGEMENT OF SECTIONS

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SCHEDULE.

CHAPTER 39:54

INDUSTRIAL TRAINING ACT

1950 Ed.
Ch. 22. No. 1.
22 of 1922.

An Act to provide for the promotion of industrial training.

Commencement.

[13TH NOVEMBER 1922]

Short title.

1. This Act may be cited as the Industrial Training Act.

Interpretation.
[37 of 1975].

2. In this Act—

“apprentice” means any boy or girl, being under the age of eighteen years, employed in or in connection with any trade or craft mentioned in the Schedule, with the object or purpose of learning or acquiring any skill, dexterity, cunning, process, or method therein, and whether such boy or girl is or is not bound to any master by contract or agreement;

Schedule.

“master” means any person or association of persons exercising, engaged in, working at, or carrying on any trade or craft mentioned in the Schedule.

Schedule.

Appointment of
Board.

3. (1) There shall be appointed by the Minister such fit persons, not exceeding fifteen in number, to be a Board of Industrial Training (hereinafter called “the Board”), not less than four of whom shall be employers of artisans, and not less than four of whom shall be persons skilled in and actually engaged in one or more of the trades to which boys or girls may be apprenticed under this Act.

(2) Every such appointment shall be for a term of three years, but may, for any reasonable cause, be revoked by the Minister before the expiration of such term. During the temporary absence of any member of the Board, the Minister may appoint some fit person to act in his stead.

(3) No business shall be transacted at any meeting of the Board unless at least five of its members are present.

(4) The Minister shall nominate from the members appointed under this section a chairman of the Board.

4. The Board is hereby incorporated under the corporate name of “The Board of Industrial Training of Trinidad and Tobago”.

Incorporation of Board.

5. The Board may, with the approval of the Minister—

- (a) purchase or otherwise acquire or lease any land or building, or
- (b) sell, lease, or rent any land or building vested in the Board,

Power of Board to acquire and deal with land and buildings.

for such purposes, and on such terms and conditions, as the Minister may approve.

6. The duties of the Board shall be—

Duties of Board.

- (a) so far as possible to procure, and to enter into agreements for procuring, the training of apprentices;
- (b) at its discretion to keep a register of masters;
- (c) to allot apprentices and keep a register of them;
- (d) to fix the periods of apprenticeship for different trades;
- (e) to cause to be examined and, if satisfied with their skill, to issue certificates of efficiency to apprentices under this Act on the completion of their term of service, or earlier in cases of exceptional merit;
- (f) to settle disputes arising between masters and apprentices, and to transfer apprentices to new masters when desirable;
- (g) to arrange as far as possible for the technical education of artisans and apprentices;
- (h) to appoint and pay instructors and examiners when necessary;
- (i) to issue certificates of efficiency to such artisans as are, after examination, in the opinion of the Board, qualified to be engaged in any trade or craft mentioned in the Schedule; a register of such certificated artisans shall be kept in the office of the Board;

Schedule.

(j) to do all such acts, matters and things as may be necessary and proper to carry out the duties and functions of the Board.

Fees.

7. (1) (a) The Board may demand and receive any sum not exceeding one dollar and twenty cents from every candidate for examination, and any sum not exceeding two dollars and forty cents for every certificate of efficiency to be issued under this Act, and also such fees from students in technical instruction classes as may from time to time be fixed by the Board by Regulations. The money so received shall be part of the funds of the Board.

(b) Notwithstanding paragraph (a) the Board may, in its discretion, issue any certificate without payment of the prescribed fee.

Application of funds of Board.

(2) The funds of the Board shall be applied to the remuneration of the Secretary and servants of the Board, and to the discharge of all liabilities incurred by the Board in the exercise of its powers or in the performance of its duties, and to the giving of prizes and the holding of shows and exhibitions.

Keeping of accounts.

(3) The Board shall cause a true and correct account to be kept of all moneys received and expended by the Board, and shall, when required to do so, submit such account to be audited by the Auditor General.

Returns to be furnished by masters.

8. The Board, or any officer of the Board duly authorised in that behalf by the Board, may, by notice in writing, require any master to furnish to the Board a return, showing the names, occupations, lengths of service, remuneration, and any other particular as may be specified in such notice, of all apprentices employed by him, and every master shall comply with such notice within fourteen days from the delivery thereof. If any master fails to furnish such return within the time prescribed, or makes a return which is defective or incomplete or which is wilfully untrue in any particular, he is liable to a fine of four hundred dollars.

9. The Board may appoint inspectors whose duties shall be to visit workshops at which any trade mentioned in the Schedule is being carried on, or at which the Board has reason to believe that any such trade is being carried on, to inspect apprentices at their work and to report to the Board.

Appointment and powers of inspectors. Schedule.

10. Any inspector appointed under section 9 shall have the right, at all reasonable times, to enter such workshops for the purpose of carrying out his duties, and any master who refuses permission to an inspector to enter his workshop, or obstructs or interferes with an inspector in the performance of his duties, is liable to a fine of four hundred dollars.

Obstructing inspector—penalty for.

11. (1) It shall be lawful for the father of any boy or girl above the age of thirteen and under the age of eighteen years, or, in case such boy or girl has no father, for the mother of such boy or girl, or, in case such boy or girl has no father or mother, for the person having the charge of and maintaining such boy or girl, to bind such boy or girl, with the approval of the Board, for any term not exceeding five years to be an apprentice in any of the trades mentioned in the Schedule or in any other trade or craft which the Minister may by Order include in the said Schedule; and every such contract shall be as effectual to all intents and purposes as if such boy or girl, being of full age, by Deed of Covenant had bound himself.

Binding boy or girl as apprentice. [37 of 1975].

Schedule.

(2) It shall be lawful, in any case in which the Board may allow it, for the father, mother, or other person as aforesaid in the first instance to place the boy or girl as a probationary apprentice, on such conditions as may be mutually agreed upon between the parties with the assent of the Board, in any of the trades for a period of not less than three months, such period to count under the contract of apprenticeship if entered into; but any such contract shall, at the option of the boy or girl, be determinable upon his attaining the age of majority, and may be cancelled by the Board whenever the Board considers it necessary to do so.

37 of 1975. (3) Where immediately before the commencement of the Industrial Training (Amendment) Act 1975 (that is, 29th September 1975), a boy was an apprentice (whether or not he was bound to any master by contract or agreement) he may, after he has attained the age of eighteen years, continue to be an apprentice until the expiration of his period of apprenticeship or until he attains the age of twenty-one years, whichever first occurs.

Master not to take on apprentice without consent of Board.

12. Any master who takes on any apprentice or probationary apprentice without the previous knowledge and consent of the Board is liable to a fine of two hundred dollars.

Master—penalty for breach of contract by.

13. Every master of any apprentice who wilfully refuses or neglects to perform any of the terms or conditions imposed upon him by contract in respect of such apprentice is liable to a fine of four hundred dollars.

Apprentice—penalty for breach of contract by.

14. (1) Any apprentice who wilfully refuses or neglects to conform to the terms or conditions of his apprenticeship, or quits his master's service without the leave of such master is liable to a fine of two hundred dollars except that the Magistrate may, in his discretion, direct that such fine be paid by the parent, guardian, or person responsible for the apprentice.

(2) Any person who aids or abets any apprentice in any offence under this section, or who knowingly employs or maintains any such apprentice, is liable to a fine of two hundred dollars.

(3) Any person making default in the payment of any fine under this section may be imprisoned without hard labour for one month.

Skilled labour—no right to sue for wages of, unless certificated. Schedule.

15. No person, other than an artisan holding a certificate of efficiency under this Act in any trade mentioned in the Schedule shall be entitled to sue in any Court in Trinidad and Tobago, for a higher rate of wage for work done by him in any such trade than that generally paid at the time for unskilled labour.

16. Contracts executed under this Act shall not be liable to stamp duty, and shall be admissible in evidence in all Courts of law if purporting to be signed by the master and the apprentice in the presence of one witness and countersigned by the Chairman and the Secretary of the Board and sealed with the seal of the Board.

Execution of contracts.

17. (1) All offences under this Act may be prosecuted, and all penalties incurred may be imposed or recovered, in the manner provided by the Summary Courts Act and proceedings for the recovery of such penalties may be instituted by any person authorised in writing by the Chairman and two members of the Board.

Recovery of penalties.

Ch. 4:20.

(2) Production of such written authority shall be sufficient evidence of the issue thereof, and no proof of the signatures or official position of the persons signing the same shall be necessary.

18. The Board may make such Regulations as may be necessary for the proper conduct of its proceedings and discharge of its duties under this Act.

Regulations.

19. The Board shall be allowed the privilege of free postage within Trinidad and Tobago for its correspondence, notices, and publications.

Free postage.

Section 11.
[22 of 1922].

***SCHEDULE**

Bookbinder	Tinsmith
Carpenter and Joiner	Turner
Coppersmith	Watchmaker
Cooper	Boiler maker
Fitter	Draughtsman
Mason	Engine driver
Machinist	Motor Mechanic
Printer	Photographer
Saddler	Sugar factory Mechanic
Shipwright	Aeronautical Mechanic
Tailor	Printer's erection and Maintenance Engineer
Instrument Fitter	Upholsterer
Coach Finisher	Wheelwright
Fitter (Electrical)	Bricklayer
Lead Burner	Electrician
Machinist—Precision	Pattern-maker
Millwright	Rigger and Steelwork Erector
Rigbuilder	Welder
Signwriter	Wiremen
Radio Mechanic	Blacksmith
Office Machines Mechanic	Engraver (Metal)
Vulcanisers	Glassblower
Fabrication Fitter (Plater)	Locksmith
Boot and Shoemaker	Mechanic—Internal Combustion Engine
Cabinetmaker	Plasterer
Coachbuilder	Scalesmith
Farrier	Toolmaker/Toolsmith
Goldsmith	Refrigeration Mechanic
Moulder	Tyre-Builders
Plumber	Related Rubber-Product Makers
Painter	
Smith	
Silversmith	

* The Schedule was amended to include new trades and crafts by the following: Procs. Nos. 13-1925, 39-1926, 3-1929, 51-1934, 4-1939 and 45-1939; and G. 13.4.1944 and GNs 85/1947, 15/1949, 119/1953, 160/1953, 100/1957 and 80/1967.

SUBSIDIARY LEGISLATION

INDUSTRIAL TRAINING REGULATIONS

ARRANGEMENT OF REGULATIONS

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6. Voting.
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8. Board's funds.
9. Appointment of Secretary.
10. Records.
11. Board's financial transactions.
12. Bond.
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14. Unregistered apprentices.
15. Defence of officers.
16. Officers of the Board.
17. Apprenticeship.
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REGULATION

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APPENDIX.

INDUSTRIAL TRAINING REGULATIONS

G. 21:7. 27.
[27:9. 28.
151/1945].

made under section 18

1. These Regulations may be cited as the Industrial Training Regulations. Citation.

2. (1) The Board shall meet for the transaction of business on an appointed day once during each three months, or oftener if occasion requires. Board meetings.

(2) At least seven days' notice of all ordinary meetings shall be given by the Secretary to each member of the Board, stating the time and place of the Board's proposed meeting, and accompanied by an agenda of the business to be considered thereat.

The Chairman may direct the calling of a special meeting of the Board for the consideration of any urgent matter without complying with this rule as to notice.

3. The Chairman shall preside at all meetings of the Board at which he is present. In case of his absence the members present shall elect a Chairman from among their number. Chairman to preside at meetings.

4. At Ordinary meetings of the Board the agenda shall provide for— Agenda.

- (a) confirmation of the minutes of the Board's last meeting and of any special meetings;
- (b) adjourned business, if any;
- (c) committee's reports; consideration thereof, and such action thereon as the Board may deem fit;
- (d) reports and financial statements;
- (e) correspondence;
- (f) current business requiring the Board's consideration;
- (g) any other competent business.

5. Every resolution shall be proposed by one member, shall be seconded by another member, and shall be put to the meeting Resolutions.

by the Chairman and dealt with by a majority of the members present: Provided that the Chairman may postpone, withdraw, amend or change such resolution during discussion with the assent of the mover and seconder.

Voting.

6. Each member shall have one vote, but in case of an equal division the Chairman shall have an additional or casting vote.

Addressing the Board.

7. In speaking to a resolution or when addressing remarks to a meeting members shall speak singly, shall address their remarks to the Chair, and having once spoken shall not speak again until all other members desiring to address the Board have been heard. Thereafter the Chairman, shall, if necessary, call upon the members in turn for their further remarks.

Board's funds.

8. (a) The Board's funds shall be deposited with one of the local Banks and its cheques shall be signed by the Chairman, the Secretary, and such other member of the Board as may be appointed from time to time. The pass book, cheque book, etc., necessary at any time to arrive at the state of such account shall be open to inspection by any member of the Board, at the Secretary's office, by arrangement.

(b) All receipts for cash must be issued on the Board's official forms.

Appointment of Secretary.

9. The Board shall appoint a Secretary whose duty it shall be to keep a record of the proceedings of such Board and of each Committee; to conduct, copy and record its correspondence; to keep statistics and other matter; to prepare such reports and information as the Board may require; and to keep the books necessary for the carrying out of the Board's work.

Records.

10. The following office records shall be kept:

- (a)* a register of certificated artisans;
- (b)* a register of masters;
- (c)* a register of apprentices;

- (d) an abstract cash book;
- (e) a record of correspondence;
- (f) a minute book;
- (g) a counterfoil receipt book;
- (h) all books and documents relating to the Board's bank account.

11. The Secretary shall receive, conserve, account for and pay all moneys on behalf of the Board, keep true and faithful account of all moneys belonging to the Board, and the necessary books and accounts to disclose the Board's financial transactions at all times; and shall submit such books and accounts to the audit of the Auditor General.

Board's financial transactions.

12. The Secretary shall furnish a bond in such sum and in such form as may be determined by the Board.

Bond.

13. The Board will enquire into disputes between masters and apprentices, may in its discretion proceed against master or apprentice for breach of covenants undertaken in the contract of apprenticeship, may remove apprentices from one master to another, may arrange and order the settlement of any dispute in manner to the Board appearing just and proper, may cancel contracts if necessary, and may withhold bursary and other payments in respect of any failure in carrying out the terms of agreements entered into, as it may think fit.

Disputes.

14. The Board shall consider any cases which may occur of the employment of unregistered apprentices, and shall take such action as it may think best for preventing the contravention of the requirements of the Act.

Unregistered apprentices.

15. The Board shall take such action as may be necessary to defend its officers in any action in which they may be involved arising from the discharge of their duties and giving effect to the decisions of the Board.

Defence of officers.

Officers of the Board.

16. The officers of the Board shall be the Chairman, the Secretary, the Superintendent of the technical classes, such Inspector or Inspectors as the Board may appoint, with any assistant duly appointed working under the authority of such officers.

Apprenticeship.

17. The Board shall endeavour to procure the training of boys by apprenticeship to recognised Masters, such apprenticeship being entered into by means of a contract in the form set forth in the Appendix or as may be approved by the Board, one copy of which signed by the Chairman and Secretary of the Board shall be kept by the employer; one by the apprentice or his parent or guardian and the third by the Secretary of the Board.

Appendix.

Where apprenticeship is impracticable, the Board may employ any other lawful means which may present itself, of obtaining a more complete training of boys in special trades, and may enter into the necessary arrangements for that purpose on such terms and conditions as to the Board may seem best.

Remuneration of apprentices.

18. The Master and the apprentice shall be at liberty to make such terms as to remuneration of the apprentice during the term of his apprenticeship as they may mutually arrange, but subject always to the approval of the Board. In case the apprentice shall neglect his duties under his contract, the Master may, with the approval of the Board, withhold payment for such period as the Board sees fit, without prejudice, to any penalty incurred by the apprentice under section 14 of the Act.

Time of employment.

19. The Board may require a clause to be added to the contract that the time of employment of the apprentice shall not exceed a prescribed number of hours per week.

Technical instruction.

20. The Board may arrange as it thinks necessary for technical instruction, either by the founding of classes; by lectures; by practical demonstrations; or by such other means as it may

consider suitable. The Board may in its discretion supply books, materials, and apparatus required in teaching or for demonstration.

21. The Board may appoint and remunerate instructors, teachers, lecturers and demonstrators, arrange their duties and approve all arrangements for the instruction of apprentices.

Appointment and remuneration of instructors, etc.

22. The Board shall appoint and remunerate such examiners and arrange for the holding of examinations at such times as may be deemed expedient.

Examiners and examinations.

23. The Board may arrange for the granting of bursaries or premiums, the offering of prizes, and the award of certificates to successful students at such times upon such terms and conditions and in such manner as the Board may direct.

Bursaries, prizes, etc.

24. The Board may obtain through its Secretary, and tabulate information as to the conditions governing each trade set out in the Schedule to the Act to ensure the efficient training of its apprentices, leading to a more highly-trained and more competent grade of artisans.

Conditions governing trades.
Schedule.

25. The Board may secure such legal assistance, authorise proceedings, consent to stay thereof, agree to such settlements, and take such legal action as may be necessary and shall pay such costs and expenses as it may incur therein.

Litigation.

26. The Board may from time to time appoint such Committees of the Board as may be deemed necessary for the proper conduct of its business.

Committees.

27. Each Committee shall meet as may be necessary and shall report its proceedings at the next meeting of the Board for consideration and such action as the Board may see fit to take thereon.

Committee meetings.

28. Where other arrangements have not been authorised, the Secretary of the Board shall be *ex officio* Secretary of any Committee.

Ex officio Secretary.

Period of apprenticeship.

29. The period of apprenticeship for any trade or craft mentioned hereunder shall be the number of years shown opposite any such trade or craft:

	<i>Number of years</i>
Aeronautical Mechanic... ..	5
Boilermaker	5
Bookbinder	5
Bootmaker and Shoemaker	4
Bricklayer	5
Carpenter and Joiner	5
Cabinetmaker	4
Coppersmith	5
Coachbuilder	5
Cooper... ..	4
Draughtsman	5
Electrician	5
Engine driver	5
Farrier	5
Fitter	5
Goldsmith	5
Mason and Bricklayer... ..	4
Machinist	5
Motor Mechanic	5
Moulder	5
Painter	5
Patternmaker	5
Photographer	3
Plumber	4
Printer:	
Compositor... ..	5
Pressman	5
Rigger and Steelwork Erector... ..	5
Saddler... ..	4
Shipwright	5
Smith	5

	<i>Number of years</i>
Silversmith	5
Sugar Factory Mechanic...	5
Tailor	5
Tinsmith...	3
Turner	5
Upholsterer	3
Watchmaker	5
Welder	5
Wheelwright	4
Wireman...	3

Provided that no apprenticeship shall be entered into, save with the special approval in writing of the Board, in any case where the prescribed period of apprenticeship and the age of the apprentice at the time of entry shall, when added together, exceed twenty-one:

Provided further that the Board may, in its discretion, waive any uncompleted portion of any prescribed period of apprenticeship.

30. Should the Deed of any apprentice bound under the Act be cancelled by the Board for misconduct, incompetency or other cause, the name of such apprentice shall be struck off the Board's registers.

Cancellation of Deed.

31. The apprentice will be required to have attained a sufficient general educational standard before entering into his agreement and he will be required during his apprenticeship, to attend such group of classes as the Board may prescribe as requisite for his trade.

Qualification and prescribed classes.

32. The Board may require the insertion in the contract of apprenticeship of a provision that the apprentice shall attend any class, continuation school, or tuition in any form which the Board may promote, at such times and to such extent and under such conditions as the Board may prescribe for apprentices in the district where the apprentice is serving.

Attendances at classes prescribed.

Weekly deductions.

33. Where the Board has established technical classes, the attendance to a prescribed extent may be insisted upon and the Board may require the master to deduct such weekly sum as may be ordered from the apprentice's pay for failure to carry out his agreement in attending the classes or the apprentice may be otherwise dealt with as the Board sees fit.

Powers of the Board.

34. The Board shall have full power to refuse to admit any student; to remove him from one class to another, or to withdraw him from the classes or from tuition entirely if it sees fit to do so, and need not assign its reason for such action. The Board may alter, extend or terminate a class at any period for any reason, but if fees have been paid in advance of the course and the class terminated during the session, only such portion of such fees as is referable to the unexpired portion of such session may be refunded.

School year.

35. The school year will be divided into three terms aggregating thirty-nine weeks; the length of each term and each vacation will be fixed by the Board and three terms will compose a year's work or session.

Attendance, appearance and behaviour of students.

36. Students will be required to attend the classes punctually and regularly, to be properly clad and to behave with decorum at and in the vicinity of the classroom, to see that their names are inserted in the class register before leaving and to keep the Superintendent advised of any change of address from time to time. They will only be permitted to join such stages of particular classes for which their knowledge may, in the opinion of the Superintendent of classes or of the Board, be suited. No student will be permitted to join a higher stage until he has satisfied the Superintendent that he has mastered the course of instruction which he has been receiving. Students will be charged with any damage to any apparatus and the cost of any book, material or apparatus in their care which may not be returned in proper condition.

Examinations.

37. Class examinations will be held at the end of each session, which the students must attend. Medals, prizes or certificates may be awarded to successful students at the examination.

38. All fees must be paid in advance. The Board's receipt must be obtained in respect of the fee paid for each class joined. If 80 per cent of the required number of attendances for the term are made, the fee may be returned. Registered apprentices are admitted to the classes free.

Fees.

39. The Board may offer annual bursaries on the result of the Education Board's Handicraft Exhibition Examination. Every candidate for a bursary shall—

Annual bursaries.

- (a) be over fourteen and under sixteen years of age on the first day of the month in which the examination is held;
- (b) have attended not less than three hundred meetings during the twelve months preceding the month in which the examination is held at Elementary school or schools in Trinidad and Tobago;
- (c) furnish a certificate of good conduct from the Head Teacher or Head Teachers of such school or schools;
- (d) have passed an examination in the Seventh Standard;
- (e) have been resident in Trinidad and Tobago at least five years.

Such candidates shall produce medical certificates showing that they are in good health and physically fit.

40. The Board may award to an apprentice who has shown exceptional merit on passing the prescribed Final Grade Examination for apprentices in his trade, and on production of a certificate of good conduct from the Master to whom he was bound, a bonus to assist him in acquiring an outfit of tools or accessories.

Bonus award.

41. The examinations for the Intermediate and Final Grade of Apprenticeship, as well as those in Higher Grades for Artisans, shall be held annually unless the Board otherwise directs. Only such candidates as are approved by the Superintendent of classes shall be examined, provided also that they have satisfactorily served their terms of apprenticeship.

Annual examinations.

Certificates of efficiency.

42. Candidates who have satisfied the Examiners may have Certificates of Efficiency endorsed on their contracts which shall be in the following form:

This is to certify that served his apprenticeship as a for a period of years from to under, Master, and having passed has satisfied the Board of Industrial Training that he has acquired sufficient skill to work as an Artisan in that trade.

Board may select and specify trades.

43. The Board may select and specify the trades which it desires to encourage by the grant of bursaries to apprentices. The selection of such trade under the Board's offer, which will depend on the opportunities offered in advance by employers of labour in trades specified by Order under the Acts, will usually be left to the successful candidates in the order in which the candidates appear on the list of successful students following the examination.

Completion of final course.

44. In the event of an apprentice refusing or neglecting to complete his final course and ceasing to work at his trade, the payment of the bursary will automatically cease with the quarter previous to that which he so ceases to discharge his duties.

Tenure of bursaries.

45. The bursaries shall be tenable for the full period of apprenticeship of the trade, subject to satisfactory quarterly reports being received from the employers and from the Superintendent of classes, and shall be on the following scale: \$24, \$36, \$48, \$60 and \$72 a year for the first and succeeding years respectively and may be paid quarterly.

Artisans.

46. Artisans may be registered and may sit for examination at the same time that apprentices are being examined for their *Artisan* Certificates. A fee of \$1.20, payable in advance, shall be charged for such examination and certificates shall be issued to successful candidates.

47. Skilled artisans trained in other countries becoming resident in Trinidad and Tobago, on furnishing satisfactory proof of their skill and ability at their trade, may be registered, on payment of a fee of \$2.40.

Registration of
artisans trained
in other
countries.

The following form of Certificate will be used:

THIS IS TO CERTIFY that,
of, having furnished satisfactory
proof of his skilled ability, is hereby registered as a
..... under the provisions of the
Industrial Training Act.

Witness our hands and the seal of the Board this
..... day of, 20..... .

48. On approval by the Board, Master's permits will be issued to qualified persons and registered artisans to receive and train Apprentices. Such permits may be issued to persons or firms employing such qualified persons or registered artisans who have reasonable facilities for training such apprentices to the satisfaction of the Board.

Issue of
Master's
permits.

49. A permit granted to an individual shall be as follows:

Permit granted
to individual.

This is to certify that
is permitted by the Board of Industrial Training to receive
and train Apprentices under the provisions of the Industrial
Training Act.

50. Permits granted to employers shall be in the following form:

Permit granted
to employers.

This is to certify that
regularly carrying on the trade of a
and having in employ a competent
craftsman to the satisfaction of the Board and having
complied with the Board's requirements is registered by the
Board of Industrial Training, as a firm permitted to receive
..... Apprentices.

LAWS OF TRINIDAD AND TOBAGO

MINISTRY OF THE ATTORNEY GENERAL AND LEGAL AFFAIRS

www.legalaffairs.gov.tt

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Chap. 39:54

Industrial Training

[Subsidiary]

Industrial Training Regulations

Provided that in the event of the person or persons in the employment of the firm in respect of whom the permit has been granted ceasing to be so employed, the firm shall notify the Board and the permit shall thereupon cease unless the name or names of his successor or successors are notified to and approved by the Board within 14 days.

UNOFFICIAL VERSION

UPDATED TO 31ST DECEMBER 2016

APPENDIX

TRINIDAD

CONTRACT OF APPRENTICESHIP

THIS AGREEMENT made in triplicate the day of
..... two thousand and

BETWEEN
aged years, the son ofof
(hereinafter called the Apprentice) of the first part,
(hereinafter called the Guardian) of the second part,
of (hereinafter called the Master) of the third part and
the Board of Industrial Training (hereinafter called the Board) of the fourth
part. Witnesseth as follows:

1. The Apprentice of his own free will, and with the consent of the
Guardian hereby binds himself Apprentice to the Master to learn the trade of a
..... , and to serve after the manner of an apprentice from the
..... day of , two thousand and
for the term of years thence next ensuing.

2. The Apprentice and the Guardian hereby jointly and severally agree
with the Master that the Apprentice will during his apprenticeship faithfully,
honestly and diligently serve the Master and obey all his lawful orders and
requirements; that he will not do, or knowingly suffer to be done, any damage
or injury to the Master or his property and will in all respects conduct himself as
an honest and faithful Apprentice.

3. The Apprentice and the Master hereby jointly and severally agree to
conform with all the Regulations made by the Board; that the Apprentice will
whenever and as often as required by the Board attend the classes provided by
the Board for his trade and faithfully apply himself to the lessons there given.

4. In consideration of such service the Master hereby agrees with the
Apprentice and also with the Guardian that he the Master, will during the said
apprenticeship teach and instruct the Apprentice, or cause him to be taught and
instructed in the said trade and that he will employ him continuously at the
work of his trade. And will also during the said apprenticeship remunerate the
apprentice for his work and services in the manner following:

- 1st year
- 2nd year
- 3rd year
- 4th year
- 5th year

5. Wages may be paid to the Apprentice for every working day but he shall not be entitled to any remuneration while he is absent from work through illness or for any other cause, and the Master is empowered to withhold payment in case of breach of contract obligations by the Apprentice with the approval of the Board. Provided also that the Apprentice shall be eligible for days vacation leave with pay for each year of service, such leave to be non-cumulative.

6. The employment of the Apprentice shall not exceed forty-eight hours a week. Any employment beyond such forty-eight hours shall be deemed to be overtime and shall be such as not to prevent the Apprentice from attending the prescribed classes of the Board.

7. Without prejudice to his rights otherwise, the Master reserves the right instantly to suspend the Apprentice from his employment at any time without previous notice if the Apprentice shall be disobedient, take part in any trade dispute, is irregular in his attendance at work, slothful or negligent, or otherwise misconducts himself, or shows a marked inaptitude for his work. The Master shall upon so suspending an Apprentice forthwith report to the Board which shall thereupon take such other measure as it thinks necessary.

8. In the cases of misconduct the Master may at his discretion suspend the Apprentice from work for a period not exceeding 14 days at any one time during which time no wages shall be paid and all the working days of which period shall count as lost time.

9. The Apprentice shall on the completion of his apprenticeship leave the service of his Master.

Signed by the within-named parties in the presence of

{ *Master*
Apprentice
Parent or Guardian.

Chairman, Board of Industrial Training.
Secretary, Board of Industrial Training.

BOARD OF INDUSTRIAL TRAINING, TRINIDAD AND TOBAGO

APPRENTICESHIP AGREEMENT

Apprentice.

Guardian.

Master.

Date.
