

APPRENTICESHIP RULES, 1966

(Gaz. of West Pak. Extr. 24 June, 1966, p. 1877-A)

[No. 9-17 (L-III) 61-L-IV--The 23rd June 1966-With reference to the Government of West Pakistan Labour Department's Notification No. 9-17 (L-III) 61-L-IV, dated the 1st December 1965 and in exercise of the powers conferred by section 13 of the Apprenticeship Ordinance, 1962 (Ordinance No. LVI of 1962), the Governor of West Pakistan is pleased to make the following rules.]

1. Short title and commencement.--(1) These rules may be called the Apprenticeship Rules, 1966.

(2) They shall come into force at once.

2. Definitions.--(1) In these rules, unless the context otherwise requires, the following expressions shall have the meanings hereby respectively assigned to them, that is to say--
(a) "Chairman" means the Chairman of the Committee constituted under section 3 of the Ordinance ;

(b) "Committee" means the Apprenticeship Advisory Committee constituted under section 3 of the Ordinance ;

(c) "Government" means the Government of West Pakistan ;

(d) "Form" means a form appended to these rules ;

(e) "Member" means member of the Committee;

(f) "Ordinance" means the Apprenticeship Ordinance, 1962 (Ordinance No. LVI of 1962).

(2) Any expression used in these rules, and not defined herein, but defined in the Ordinance, shall be, deemed to have the meaning assigned to it in the Ordinance.

3. Constitution.--(1) The Committee shall consist of the following members, namely :--

(i) The Secretary, Labour Department, Government of West Pakistan	Ex-Officio Chairman.
(ii) The Director, Labour Welfare, Government of West Pakistan	Ex-Officio Member.
(iii) The Director of Industries, Government of West Pakistan	Member.
(iv) The Adviser, Technical Education, Government of West Pakistan	Member.
(v) The Deputy Director of Apprenticeship Training, Directorate of Labour Welfare	Member Secretary.
(vi) Representatives of employers to be nominated by the Government on the advice of employer organizations	3 members.
(vii) Representatives of employees to be nominated by the Government on the advice of worker organizations	3 members,

(2) Term of office of members. The term of office of members of the Committee other than Ex-Officio members shall be two years which may be extended for any further period not exceeding one year.

(3) No member appointed by virtue of his office shall continue to be member if he ceases to hold that office.

4. Casual vacancy.-- (1) Whenever there occurs a vacancy in the membership of the Committee due to death, resignation, removal, it shall be filled by Government by nomination.

(2) The person so appointed shall be a member of the Committee for the unexpired term of the Committee.

5. Apprenticeship Advisory Committee. The Committee shall-

- (a) advise the Competent Authority in matters relating to the implementation of the Ordinance and the rules made there under ; and
- (b) advise the Government on the desirability or otherwise of introducing from time to time amendments or modifications to these rules.

6. Co-opted Member.-(1) The Chairman may, if he considers necessary, co-opt any person as a member for a period not exceeding one year.

(2) The Chairman may invite to any meeting of the Committee or its sub-committee(s), for the purpose of advice, such person as he may consider necessary in the light of the subjects on the agenda of any particular meeting.

7. Removal. The Government may by order in writing remove the Chairman or a member if he has absented himself from two consecutive meetings of the Committee without leave of the Government in the case of Chairman or of the Chairman in the case of a member.

8. Rules of business (1) The Committee shall meet at least once in six months.

(2) Such meetings shall be called by the Member Secretary of the Committee with the prior approval of the Chairman either in the normal course or can a written request by not less than half of total number of the members.

(3) The agenda for a meeting subject to the prior approval of the Chairman shall be framed by the Member Secretary of the Committee; the considering suggestions, if any, received from any member of the Committee.

The Member Secretary of the Committee shall serve a notice of the meeting along with its agenda fifteen days before such meeting, on all members.

(5) The notice under sub rule 4 shall specify the date, time and place the meeting.

(6) The quorum for a meeting of the Committee shall be half the total number of the members.

(7) A resolution relating to a matter not on the agenda of the meeting may be moved with the permission of the Chairman.

(8) The meetings of the Committee shall be presided over by the Chairman, and in his absence by person elected for the purpose by the members present from amongst themselves.

(9) The decisions in the meetings of the Committee shall be by majority of votes of the members present and voting at the meeting.

(10) Each member, including the Chairman, shall have one vote, but in the event of equality of votes, the Chairman shall have a second or casting vote.

(11) The minutes of every meeting of the Committee stating, among other things, the names of the members present shall be drawn up and recorded in a book to be kept for the purpose, and shall be signed, by the person presiding at the meeting and such book shall be open to inspection by the members.

9. Appointment of subcommittees: The Committee may appoint one or more sub-committees, as and when considered necessary; to report on any specific problem and may also appoint technical experts to work on the Committee or sub-committees as advisers.

10. Travelling Allowance.- (1) The members of the Committee and the sub-committees, the technical experts appointed and any other person invited to attend the meeting of the Committee or sub-committee shall be entitled to receive 1st Class Railway fare or tourist Class air-fare for the journey performed in connection with the work of the Committee or its sub-committee(s).

(2) The travelling allowance shall be drawn and disbursed by the Member Secretary of the Committee out of the Budget provision for the Apprenticeship Scheme under the head "47-Miscellaneous Department Manpower and Employment Organization."

11. The apprenticeship wing of the Directorate of Labour Welfare shall work as the Secretariat of the Committee.

12. Interpretation. Any question relating to the interpretation of these rules shall be referred to the Chairman whose decision shall be final.

13. Recruitment and election of apprentices. The apprentices shall normally be taken once to a year in the month of July or August or in case of individual employers as indicated by the competent authority.

14. Following procedure shall be observed by the employer for the selection of apprentices-

- (i) The vacancies shall be advertised in the important newspapers
- (ii) Intimation about the vacancies shall be given to the nearest Employment Exchange;
- (iii) A written test of the candidates shall be held ;
- (iv) A viva voce test shall be given to those candidates who qualify the written test ; and
- (v) An aptitude test shall be given if the competent authority deems feasible and practicable.

15. The minimum and maximum age for enrolment as an apprentice shall be 15 years and 20 years respectively:

Provided that in a second or further apprenticeship for any person the maximum age may be more than 20 years where so authorised by the competent authority. (1. The original Rule 15 was subs. with the following in its application to the Province of Sind by Noti. SO (L-II) 2.1/81 of 12th Sept. 1982. Sind Govt. Gaz. Pt. IV-A. 30th Sept. 1982, p. 134=1983 PLS 134.)

16. The minimum educational qualifications for an apprentice at the time of enrolment shall vary from trade to trade and shall be publicly notified by the employer for each apprenticeable trade and category in advance subjects to the prior approval of the competent authority.

17. (1) Every apprentice must be physically fit at the time of recruitment.

(2) The medical examination shall be done by a qualified doctor nominated by and at the cost of the employer.

18. Apprenticeship Contract. - (1) The employer and the apprentice shall, on the eve of the apprentice's recruitment, enter into a written contract to be known as the Apprenticeship Contract on the prescribed form given in Appendix I.

(2) In case of the apprentice being a minor, the contract shall, be signed by the parent/guardian as well as by such minor apprentice.

(3) The contract shall be prepared in triplicate and submitted to, the competent authority for registration, and after endorsement of registration on all three copies the original shall be sent to the apprentice, a copy sent to the employer and a copy retained by the competent authority;

(4) No subsequent alteration or amendment in the contract shall be, made except with the prior approval of the competent authority.

(5) Apprenticeship contracts shall be exempt from stamp duty.

19. Duration of apprenticeship.-(1) The duration of apprenticeship for such trade declared as apprenticeable shall be determined by the competent authority, after having taken into account the following factors :-

- (i) the nature and the job description of the trade
- (ii) the expected degree of skill, and knowledge of the trade to be achieved by a worker

before entering the employment market as a skilled worker in the trade ;
 (iii) the likely duration required for attaining the desired proficiency in the trade ;
 (iv) the practical training, related (theoretical) instruction and the job* practice needed for the development of the desired skill and knowledge;
 (v) the minimum educational qualifications laid down for entrance as an apprentice in the trade.

(2) The duration of apprenticeship shall invariably be specified in the apprenticeship contract.

(3) Any extension in the apprenticeship period, in individual cases if considered essential in the interest of apprentice's training, shall be made with the approval of the competent authority. The extension granted shall in no case be more than 1/4th of the original duration of apprenticeship.

20. Exemption. : An apprentice who, before his enrolment has already undergone a period of systematic vocational/technical training approved by the competent authority, either in an institution or an undertaking may, With the consent of the competent authority, be granted partial exemption by the employer from the duration of apprenticeship, but such exemption shall in no case exceed half of the total duration of apprenticeship. The stipend scale shall be modified accordingly.

21. Probationary Period. Every apprentice shall undergo a probationary period of three (3) months commencing from the date of his enrolment as an apprentice. During the period the employer as well as the apprentice shall be free to terminate the apprenticeship but only after a written notice has been given by either, party to the other under intimation to the competent authority.

22. Disputes. Any dispute arising between the employer and the apprentice shall be referred to the competent authority. Any party not satisfied with the decision of the competent authority may within 30 days of despatch of notification of such decision file an appeal to the Committee, whose decision in the matter shall be final and binding on the parties concerned.

23. Employment after training. It shall not be obligatory on the part of the employer to offer an employment to an apprentice on completion of his apprenticeship nor shall it be obligatory on the part of the apprentice to serve the employer after completion of his apprenticeship:

Provided that-

(a) This provision shall not be enforced for contracts of apprenticeship entered into prior to 31st December 1969, and

(b) The amount of any bond and the period of post apprenticeship employment shall be approved by the competent authority before the commencement of the apprenticeship.

24. Stipend, Incentive and Reward during the period of apprenticeship.-(1) The employer shall pay to the apprentice, during the period of his apprentice*ship, a weekly or monthly stipend which shall be not less than the under-mentioned percentages, of the skilled worker wages in the concerned trade/occupation :--

1st 20 per cant of the duration of apprenticeship	Not less than 40 per cent.
2nd 20 per cent of the duration of apprenticeship	Not less than 50 per cent.
3rd 20 per cent of the duration of apprenticeship	Not less than 60 per cent.
4th 20 per cent of the duration of apprenticeship	Not less than 70 per cent.
5th 20 per cent of the duration of apprenticeship	Not less than 80 per cent.

(2) No apprentice shall be paid stipend on the basis of piece work.

(3) Notwithstanding the provisions of sub rules (1) and (2) the employer shall be free to offer and pay monetary and other incentives to an apprentice for good progress during the period of his training.

25. Working Hours, Leave and Holidays.-(1) Working hours, leave, and holidays for an apprentice shall be the same as for other employees in the undertaking.

(2) Apprentices falling under the categories of adolescent and children as defined in the Factories Act, 1934, shall be entitled to the benefits of the special provisions contained in that Act, and they may work overtime only in compliance with that Act.

(3) Apprentices not covered by the Factories Act, 1934, may work overtime but only under the same conditions as though they were covered by that Act.

26. Discipline. The discipline of an apprentice shall be governed by the code of discipline prevalent in the undertaking for other workers in accordance with the Industrial and Commercial Employment (Standing Orders) Ordinance, 1960, (1. In its application to the Province of Sind in rule 24 original sub rule (2) was subs. with following by Noti. SO (L-II) 2-1/81 of 12 Sept. 1982. Sind Govt. Gaz. Pt IV-A Sept. 30, 1982, p. 134 =1983 PLS 134 "(2) notwithstanding the provision of sub rule (1) an apprentice in the Garment Industry may be allowed wages on piece rate basis to the advantage of the apprentice".) and subject to the provisions laid down to these rules and the terms and conditions of the Apprenticeship Contract.

27. Welfare.-(1) The employer shall pay special attention to the welfare of the apprentices. Every apprentice shall be provided by the employer with necessary material for teaching and other articles like workshop clothing's, drawing instruments, hand tools, etc., normally required during the apprenticeship, free of cost.

(2) These items, however, shall be the property of the employer.

28. Supervision and control of Apprentices.--(1) Proper and efficient supervision, direction and control of apprentices and their training shall be ensured by the employer. For this purpose, the employer shall appoint, on full or part-time basis, one or more suitable officers) of sufficiently high status, who shall be given the specific responsibility to operate the apprenticeship programme efficiently. The officer shall be directly responsible to the higher management of the undertaking.

(2) A whole time apprentice Training Officer shall be appointed in the undertaking having more than 50 apprentices to take up the exclusive responsibility of successfully and effectively operating the apprenticeship programme efficiently.

(3) In undertakings employing less than 50 apprentices the responsibility of the apprenticeship programme may instead be given to an executive of the undertaking who is in a position to look after the apprenticeship work as part of his normal duties.

29. Practical Training. Not less than 75 per cent of the apprentice's working hours shall be spent on practical work, the subject and schedule whereof shall be worked out in advance by the employer and approval thereto obtained from the competent authority.

30. Related (Theoretical) Instruction.-(1) The subjects and the syllabus of the related (theoretical) instruction to be covered by the apprentice during the period of his apprenticeship and the schedule of the instruction to be imparted shall be worked out by the employer, with the approval of the competent authority.

(2) The related (theoretical) instruction may be arranged in the trade schools, technical schools and polytechnics and in courses specially organized by one employer or jointly by two or more employers.

(3) The stipend of an apprentice shall not be deducted for the period an apprentice attends related instructions.

(4) The employer shall bear the cost of the related instruction of the apprentice.

31. Progress and Record keeping. The employer shall maintain proper records of the apprentice and his training programme. For, this purpose the competent authority may, from time to time, prescribe progress cards and other forms to be maintained by the employer.

32. Periodical Test. The employer shall work out and introduce a system of periodical tests of the apprentices employed by him in the under*taking so as to ensure and stimulate the desired progress in the training of the apprentices. The tests shall cover both practical training as well as related instruction. The result of the tests may be taken due notice of for the purpose of offering prizes, rewards, etc., to the meritorious apprentices.

33. Final Test.-(1) The final implant examination/tests (practical and theoretical) for the purposes of employer's certification shall be organized by a Board set up for the purpose by the employer.

(2) Composition of the, Board The Board shall consist of-

(i) A technical member of the management	Chairman.
(ii) Officer in charge of the apprentice	Member.
(iii) Foreman/Supervisor in charge of concerned shop	Member.

(3) Functions of the Board. The Board shall lay down and conduct tests/examinations for the apprentices of each. trade group after notifying the test at least 15 days in advance.

(4) The Board shall conduct the examination on the following basis: --

(a) The examination/test shall comprise of three parts-

(i) practical test of minimum duration of 4 hours ; (ii) viva-voce on the job done in the practical test ; and

(iii) written test for related (theoretical) subjects of a minimum duration of one and a half hours for each subject.

(b) 80 per cent marks shall be devoted to practical test and 20 per cent shall be for related (theoretical) subjects.

(c) Pass marks for the practical test shall be 50 per cent and for related (theoretical) subjects shall be 33 per cent:

(d) If an apprentice fails to secure the pass marks either in practical or the related subjects on a separate aggregate basis, he shall be allowed further training, the duration of which shall not exceed six months.

(5) The result shall be placed on the notice-board of the undertaking within 15 days of the conclusion of the examination/test.

34. Certification.-(1) The employer shall arrange to issue a certificate countersigned by the competent authority to his apprentice on successful completion of his apprenticeship period. The certificate shall indicate the specific trade trained in, the period and nature of training including related instruction undergone, the degree of proficiency achieved, etc. The form of certificate shall be prepared with concurrence of the competent authority. Notification of due completion of apprenticeship shall be sent to the competent authority for registration.

(2) In the case of pre-mature termination of apprenticeship, the employer shall issue the apprentice a certificate indicating the trade, the period, the extent and the nature of training undergone up to the date of termination of the apprenticeship. Notification of the premature termination of apprenticeship shall be sent to the competent authority for registration.

35. Apprenticeship in trades other than apprenticeable trade. An employer desirous of training an apprentice in a trade other than an apprenticeable trade may do so only after obtaining prior approval of the competent authority.

36. Transferability of apprentices. No apprentice shall be transferred from one employer to another employer, except with approval of, competent authority; who shall not grant such an approval unless in his opinion the transfer is unavoidable for the satisfactory continuance of the apprentice's training.

37. Premature termination of apprenticeship. After completion of probationary period, no apprenticeship shall be terminated before its normal completion except with the prior approval of the competent authority, which shall not be granted unless, in the opinion of competent authority, the employer of the apprentice, is for valid reasons, unable to fulfill his respective obligations as laid down in the Ordinance or the rules.

38. Change in Trade. --During the currency of apprenticeship period no change in the originally allocated trade of an apprentice shall be made except with the prior approval of the competent authority, which shall not to granted unless, in the opinion of the competent authority, the change is necessitated by the apprentice's aptitude, health, progress in training or for other genuine reasons.

APPENDIX I

Apprenticeship Contract

(See Rule 18)

Name of apprentice
Date of birth
Education
Trade
Duration of apprenticeship

Photo

AGREEMENT

This agreement made this day ----- of ----- 19 ----- between the ----- (hereinafter referred to as the employer) and ----- son of ----- (hereinafter referred to as the apprentice) and ----- (Applicable only in case of the apprentice being a minor.) (Name of parent/guardian) of ----- (hereinafter referred to as the parent/guardian), witnesses has follows :-
Whereas, the apprentice has offered to work and desires to be trained as an apprentice in the trade of ----- (Trade) carried on in the ----- (Name of undertaking):

Now, therefore, the employer, in consideration thereof, accepts the Apprentice as an apprentice in the said trade subject to and in accordance with the conditions of the Apprenticeship Ordinance, 1962, and the rules framed there under ;
That the apprentice agrees to work diligently and. faithfully and to faith*fully conform to and abide by all obligations undertaken by the Apprentice; under the provisions of the Agreement ;

That the Apprenticeship begins on the ----- day of ----- 19
and shall terminate with the employ on the ----- day of -----

---19 -----and that the Apprentice is obliged to continue in the employment of the Employer during the aforesaid period;

That in case the Apprentice during the apprenticeship leaves the employer's service unilaterally in spite of the Employer's faithfully performing his part of the contract and performing the obligations imposed upon him by the provisions of the Apprenticeship Ordinance, 1962, the Apprentice shall be liable to refund to the employer the amount of money spent by the Employer on the training of the Apprentice;

That notwithstanding the above stipulations, during the probationary period of three months this Contract may be terminated by any party by giving written notice to the, other under intimation to the competent authority.

That after the completion of the probationary period the Contract can be terminated with the prior approval of the competent authority only in case of either party being, for valid reason, unable to fulfill the obligations as laid down in. the Apprenticeship Ordinance, 1962, and the Apprenticeship Rules, 1966;

That notwithstanding the above stipulations, the Employer may, if an Apprentice is found guilty of gross misconduct as defined in the standing orders of Government terminate the contract without notice, but with the approval of the competent authority.

That the Employer is not obliged to offer employment to an apprentice after completion of his apprenticeship, nor is the apprentice obliged to serve the Employer after completion of the apprenticeship. (Alternative provision operable with the prior consent of the competent, authority for contracts entered into prior to 31 December; 1969)

That the apprentice and his guardian agree that, if so required in writing by the employer at the completion of the apprenticeship the apprentice will continue in the employment of the employer as a tradesman in the same trade for a period not exceeding ----- months, and should the apprentice fail to comply with any such requirement they agree, jointly and severally, to pay to the employer the sum of Rupees.....

That in the event of any dispute about the construction of the whole or any part of the Contract either party will be entitled to refer the dispute to the competent authority and in such eventuality the decision given by the said authority shall be final. However, pending the decision of the competent authority the construction put by the Employer shall prevail.

In witness thereof the parties hereunto and on ----- (No. of copies) copies thereof have set their hand and seal

Signature of or for employer

Signature of the Apprentice.....

Signature of the Parent/Guardian.....

