

**LAWS OF GUYANA**

**INDUSTRIAL TRAINING ACT**

**CHAPTER 39:04**

**Act**

**6 of 1910**

Amended by

40	of	1956	O. 35/1977
4	of	1972	O. 85/1980
29	of	1992	O. 54/1987
			O. 37/1988

**Current Authorised Pages**

<i>Pages (inclusive)</i>	<i>Authorised by L.R.O.</i>
1 - 28 ...	1/2012

**Index**  
**of**  
**Subsidiary Legislation**

	Page
<b>Industrial Training (Masters and Apprentices) Regulations</b> (Regs. 20/12/1920, 4 of 1972, 3/2009)	11
<b>Industrial Training (Apprenticeship) Regulations</b> (Reg. 7/1955)	23

**CHAPTER 39:04**  
**INDUSTRIAL TRAINING ACT**  
**ARRANGEMENT OF SECTIONS**

## SECTION

1. Short title.
2. Interpretation.
3. Appointment of Board.
4. Incorporation of Board.
5. Duties of Board.
- 5A. Employment of officers and other employees of the Board.
- 5B. Superannuation benefits.
6. Fee for certificate of competency.
7. Unlicensed person not to take apprentice.
8. Regulations as to terms and conditions of apprenticeship.
9. Application of funds of Board.
10. Appointment and powers of Inspectors.
11. Obstructing Inspector.
12. Regulations.
13. Execution of contracts.
14. Procedure.
15. Trades to which Act applies.

SCHEDULE—Trades to which Act applies.

1929 Ed.  
c. 194  
1953 Ed.

6 of 1910

**An Act to provide for the promotion of Industrial Training.**

[28TH MAY, 1910]

Short title.

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

Interpretation.  
[40 of 1956]

2. In this Act—

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

“the Board” means the board of industrial training established under this Act;

“master” means any master tradesman whom the Board has licensed to receive apprentices under this Act, and includes any partnership, firm or company so licensed.

Appointment  
of Board.

3. (1) There shall be appointed from time to time by the Minister fit persons not exceeding ten to be a board of industrial training, three of whom shall be skilled in and actually engaged in one or more of the trades to which boys may be apprenticed under this Act.

(2) Every appointment shall be for a term of three years, but for any reasonable cause may be revoked by the Minister before the expiration of that term.

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

Incorporation  
of Board.

4. The Board shall be a body corporate by the name of The Board of Industrial Training.

Duties of  
Board.  
[40 of 1956]

5. The duties of the Board shall be—

- (a) to licence and keep a register of masters whom it considers suitable to receive apprentices;
- (b) to issue certificates of competency to

those artisans who are in its opinion qualified to be engaged in any trade or craft to which this Act applies and to keep a register of the artisans;

- (c) to fix the period of apprenticeship for the different trades to which this Act applies;
- (d) to procure the training by competent masters, and keep a register, of apprentices, to any trade or craft to which this Act applies;
- (e) to cause to be examined, and if satisfied with their skill, to issue to or endorse certificates of competency of apprentices on the completion of their term of service;
- (f) to cancel licences and certificates issued under this Act, when in its opinion it is necessary so to do;
- (g) to settle disputes arising between masters and apprentices, and to transfer apprentices when desirable;
- (h) to arrange and direct the technical education of apprentices;
- (i) to appoint and pay the instructors and examiners whom it considers necessary.

Employment of  
officers and  
other  
employees of  
the Board.

**5A.** (1) The Board may employ a secretary and such other officers and employees as it considers necessary for the purpose of carrying out the functions of the Board.

[29 of 1992]

(2) The remuneration and other terms and conditions of employment (including the payment of any pension, gratuity or other like benefits by reference to their service) of the secretary and other officers and employees of the Board shall be such as may be determined or varied from time to time by the Board with the approval of the Minister.

Superannuation benefits.  
[29 of 1992]

**5B.** (1) Where with the approval of the appropriate authority, a public officer is—

c. 27:02

(a) seconded or temporarily transferred from his pensionable office within the meaning of the Pensions Act to an office with the Board, section 5 of that Act shall apply to him as if his service in the office with the Board were service in a public office;

(b) transferred from his pensionable office within the meaning of the Pensions Act to a substantive appointment in an office with the Board, his service with the Board shall be other public service within the meaning of, and for the purpose of, such provisions in relation thereto as are contained in the Pensions Act.

c. 39:05

(2) Where a teacher who has done qualifying service within the meaning of the Teachers' Pensions Act is, with the approval of the appropriate authority—

(a) seconded or temporarily transferred from his pensionable office as a teacher to an office with the Board, section 5 of the Pensions Act (as it applies *mutatis mutandis* to a teacher

No. 9 of 1971

under section 7C of the Teachers' Pensions (Amendment) Act 1971 shall apply to him as it applies in the case of a public officer;

- (b) transferred from his pensionable office as a teacher to a substantive appointment in an office with the Board, his service with the Board shall be treated as if it were other public service within the meaning of, and for the purposes of, such provisions in relation thereto as are contained in the Pensions Act and as if he were a public officer to whom the Pensions Act applies.

(3) In subsections (1) and (2) "appropriate authority" means a person or authority vested by law with power to appoint an officer to the pensionable office held by him (and to which the Pensions Act applies) or to appoint a teacher to the office held by him as a teacher, as the case may be.

(4) The Board may, with the approval of the Minister, make such provision, as it thinks fit for the payment of pension, gratuity or other allowances, in respect of the service of the officers and other employees of the Board on their retirement therefrom, and until such provision is made by the Board any such officer or employee shall be entitled to in respect of his service with the Board, pension and gratuity computed in accordance with the law applicable to the grant of pension and gratuity to public officers as if for that purpose the service of the officer or employee with the Board were service in the public service.

Fee for  
certificate of  
competency.

6. The Board may demand and receive any sum not exceeding two dollars for every licence and certificate of

[40 of 1956] competency issued or endorsed under this Act, and the money so received shall be part of the funds of the Board.

Unlicensed person not to take apprentice. [6 of 1997] 7. No one who is not a master licensed under this Act shall take an apprentice to any trade or craft to which this Act applies, and anyone not so licensed who takes or receives an apprentice shall on summary conviction be liable to a fine of nineteen thousand five hundred dollars.

Regulations as to terms and conditions of apprenticeship. [6 of 1997] 8. (1) The Board may make regulations as to the terms and conditions to be observed by masters and apprentices and for the forms of apprenticeship, agreements, and bonds to be used under this Act, and may annex to the breach of any of the regulations, or to the breach of any term or condition in any apprenticeship, agreement, or bond, a fine of nine thousand seven hundred and fifty dollars.

(2) None of the regulations shall take effect until it has been confirmed by the Minister, who may confirm, disallow, or alter it as he thinks proper.

Application of funds of Board. [40 of 1956] 9. (1) The funds of the Board shall be applied in the first place to the remuneration of the secretary and servants of the Board, and in the next place to the discharge of all liabilities incurred by the Board in the performance of its duties which may include the award of prizes.

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

Appointment and powers of Inspectors. [40 of 1956 29 of 1992] 10. For the purposes of this Act there shall be appointed by the Board, 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.

Obstructing  
Inspector.  
Penalty.  
[4 of 1972  
6 of 1997]

**11.** Any Inspector appointed under the provisions of the preceding section 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 who obstructs or interferes with an Inspector in the performance of his duties, shall be liable on summary conviction to a fine of nine thousand seven hundred and fifty dollars.

Regulations.

**12.** The Board may from time to time make any regulations necessary for the proper discharge of its duties under this Act.

Execution of  
contracts.  
[40 of 1956]

**13.** Agreements executed under this Act shall not be liable to stamp duty, and shall be admissible in evidence in all courts of law if they purport to be signed by the master and the apprentice in the presence of one witness and to be countersigned by the Chairman and the Secretary of the Board, and to be sealed with the seal of the Board.

Procedure.

**14.** Any offence created or penalty imposed by this Act, or by any regulation made hereunder, may be prosecuted or recovered under the Summary Jurisdiction Acts.

Trades to  
which Act  
applies.  
Schedule.

**15.** (1) This Act shall apply to the trades and crafts mentioned in the Schedule, and to any other trades and crafts which the Minister from time to time orders to be added to the Schedule.

(2) The Minister may order that any such trade or craft as aforesaid shall be omitted from the Schedule and thereupon this Act shall no longer apply to that trade or craft.

s. 15

[40 of 1956

O. 60/1958

100/1960

43/1967

O. 35/1977

O. 85/1980

O. 54/1987

O. 37/1988]

**SCHEDULE**  
**TRADES TO WHICH ACT APPLIES**

<b>ENGINEERING</b>	<b>BUILDING</b>
Agricultural Mechanic	Carpenter
Auto Electrician	Cabinet-maker
Blacksmith	Joiner
Copper-smith	Mason
Draughtsman	Plumber
Electrician	Painter
Fitter	
Fitter Machinist	
Heavy Plant Mechanic	
Instrument Repair Mechanic	<b>PRINTING</b>
Linesman	Bookbinder
Machinist	Box-maker
Marine Fitter	Collotype Printer
Motor Mechanic	Letterpress Printer
Moulder	Offset Litho-printer
Pattern Maker	Photo-engraver
Printery Mechanic	Silk-screen Printer
Radio Service Mechanic	
Refrigeration Service Mechanic	
Sheet-metal Worker	
Station Operator	
Steel Fabricator	
Sugar Boiler	
Vehicle Body Repair Mechanic	
Welder	

## SUBSIDIARY LEGISLATION

Regs.  
Approved by G.  
In C. 20/12/1920  
4 of 1972.

**INDUSTRIAL TRAINING (MASTERS AND  
APPRENTICES) REGULATIONS**

*made under section 8(1)*

Citation.

1. These Regulations may be cited as the Industrial Training (Masters and Apprentices) Regulations.

Apprenticeship  
agreement  
Schedule.

2. An apprenticeship agreement (hereinafter referred to as an agreement) shall be entered into on the form set out in the Schedule or on such other form as may be approved by the Board and shall be deposited with the Secretary to the Board and retained by him until the completion of the apprenticeship.

Post-dated  
agreements.

3. Agreements may be post-dated on good cause shown to the Board.

Board to settle  
disputes.

4. The Master or Apprentice may refer matters of dispute arising under or in connection with the agreement to the Board and the decision of the Board shall be final and binding on both parties.

Powers  
reserved to  
Masters under  
agreement and  
Board's right to  
reinstate or  
transfer  
apprentice.

5. The last preceding regulation does not apply to any powers reserved to the Masters under the agreement; but the Board reserves to itself the right to inquire into the exercise of such powers and to reinstate or transfer the Apprentice when such course seems to it necessary or desirable. Where an Apprentice is reinstated or transferred the Board may pay to the Apprentice all or any part of the wages he would have earned had he remained in constant employment before he

LAWS OF GUYANA

12

Cap. 39:04

Industrial Training.

[Subsidiary]

Industrial Training (Masters and Apprentices) Regulations

was reinstated or transferred.

Power to cancel Master's licence.

6. If the Master refuses to abide by the decision of the Board, the Board shall have the power to cancel such Master's licence to receive Apprentices and he shall be incapable thereafter of receiving Apprentices unless and until the Board issues to him a fresh licence.

Power to cancel agreement.

7. The Board has power to cancel the agreement or to transfer the Apprentice to some other Master for its completion on cause to its satisfaction being shown.

Daily wages. [4 of 1972]

8. The daily wage to be paid to an Apprentice by the Board shall not be less than the percentage set forth below of the basic minimum rate payable by law to an artisan:

1st year .....	not less than 20%
2nd year .....	30%
3rd year.....	50%
4th year .....	70%
5th year.....	90%

Savings and payments of deferred wages.

9. One-third of the wages earned by an Apprentice shall be paid by the Board at the end of each week to the Secretary who shall deposit the same in the Government Savings Bank for the benefit of the Apprentice, and on completion of his term of service as required by section 5 (e) of the Act, the amount to the credit of the Apprentice shall be paid by the Secretary to him as deferred wages.

Forfeiture of savings and payments of wages on death of apprentice.

10. Should the Apprentice for any reason whatever, death excepted not complete his term of service as required by section 5 (e) of the Act all his wages deposited with the Secretary as aforesaid shall be forfeited, and become part of the funds of the Board, and in case of death during the currency of the agreement of the Apprentice such wages shall be payable to the father or other relative of the Apprentice as the Board may direct.

[Subsidiary]

Industrial Training (Masters and Apprentices) Regulations

Books of accounts.

11. The Secretary shall keep proper books of account showing all moneys received and paid out by him in virtue of these Regulations.

Misconduct or wilful disobedience of lawful orders.

12. Any Apprentice who misconducts himself or wilfully disobeys the lawful orders of his Master shall, on such misconduct or wilful disobedience being established to the satisfaction of the Board, be liable to have all or portion of his deferred wages confiscated, and become part of the funds of the Board.

Reduction of terms in agreement.

13. When in the opinion of the Board the Apprentice has become agreement efficient at his art or trade before the completion of the term provided in the agreement, the Board may reduce that term by a period not exceeding twelve calendar months.

Failure to satisfy Board on completion of agreement.

14. If on the completion of the agreement the Apprentice fails to satisfy the Board that he has become efficient in his art or trade, it may cause the return of the completed agreement to him to be delayed until such time as it thinks fit.

Endorsement of agreements.

15. Masters shall endorse agreements as duly and properly fulfilled when called upon by the Board to do so.

SCHEDULE

APPRENTICESHIP AGREEMENT

Reg. 2

THIS AGREEMENT made the.....day of.....20..... between ..... (hereinafter called "the Apprentice") a minor of ..... years of age on.....day of..... 20.....

LAWS OF GUYANA

14

Cap. 39:04

Industrial Training.

[Subsidiary]

Industrial Training (Masters and Apprentices) Regulations

of.....  
and..... (hereinafter called "the Guardian") of ..... and ..... (hereinafter called "the Employer") of ..... Guyana, South America, and with the concurrence of the Board of Industrial Training (hereinafter called "the Board").

WITNESSETH that the Apprentice and the Guardian have severally agreed with the Employer as follows:—

The Apprentice of his own free will, with the consent of the Guardian binds himself apprentice to the Employer to learn the Trade of a ....., to serve after the manner of an apprentice from the .....day of .....two thousand and..... for the term of.....years thence next ensuing, each year of service to be as specified in the schedule annexed hereto.

2. The Apprentice will during the period of service—

- (a) observe and be subject to the conditions of employment contained in the Schedule annexed hereto;
- (b) obey the lawful orders of the Employer and his representatives ;
- (c) promote to the best of his ability the interests of the Employer;
- (d) as far as the facilities available permit, attend technical classes designed to give him instructions in the work of his trade either in his own time or during ordinary working hours, as

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[Subsidiary]

*Industrial Training (Masters and Apprentices) Regulations*

may be determined by the Employer and the Board of Industrial Training.

3. In consideration of the said obligations undertaken by the Apprentice the Employer agrees with the Apprentice that subject to the provisions of this Agreement the Employer will, for and during the period of service, permit the Apprentice to enjoy the advantage of acquiring under the control of the Employer to such extent as is practicable, having regard to the conditions of work and of organisation from time to time existing in the works or in the particular departments thereof in which the Apprentice may be working, a practical knowledge of the trade of.....so far as from time to time that trade is being carried on in the works or in such department and the capacity and proficiency of the Apprentice admits.

4. Wages shall be paid to the Apprentice for each hour worked, but excepting in the case of approved paid leave, he shall not be entitled to any remuneration while he is absent from work through illness or for any other cause.

5. If at any time during the operation of this Agreement, the Apprentice shows in the opinion of his Employer such marked in-aptitude for his work that he is unlikely to prove a satisfactory apprentice, the Employer may, with the approval of the Board, discharge the Apprentice from his service in which event this Agreement will be cancelled.

6. Without prejudice to his rights otherwise the Employer reserves the right to suspend the Apprentice from his employment at any time without previous notice if the Apprentice shall be disobedient, is irregular in his attendance at work, slothful or negligent, or otherwise misconducts himself.

The Employer shall upon so suspending an apprentice

forthwith report to the Board of Industrial Training, which may thereupon take such other measure as it deems necessary.

7. The Employer, for any just or lawful cause, may suspend the Apprentice from work during which time no wages shall be paid, and all the working days in the period of suspension shall count as lost time. Such suspension shall be reported forthwith to the Board. The Apprentice may appeal to the Board against any such suspension, any the decision of the Board shall be final.

8. If the Apprentice shall wilfully disobey the lawful orders of the Employer or his representatives or shall persistently neglect or refuse to comply with the provisions of this Agreement or shall grossly misconduct himself or shall habitually absent himself from work without the Employer's permission or consent except in the event of sickness certified by a duly qualified medical practitioner, the Employer may apply to the Board of Industrial Training to determine this Agreement.

9. The Apprentice shall not take part in any trade dispute, and the Employer shall not engage the Apprentice in any other than his normal duties during such dispute.

10. The Board shall have power to cancel this Deed or to transfer the Apprentice to another Employer for completion of his said apprenticeship on such terms as the Board think fit, where the Board is satisfied that there has been a serious or persistent breach, non-performance or non-observance by the Employer, the Guardian or the Apprentice of any of their respective covenants herein contained or where the Board shall be of the opinion at any time during the first two years from the date of these presents that the Apprentice is unfitted for the craft of..... and that he is unlikely satisfactorily to complete his apprenticeship or that for any other reason whatsoever at any period of the

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[Subsidiary]

*Industrial Training (Masters and Apprentices) Regulations*

apprenticeship it is for the benefit of the apprentice that this Deed should be cancelled or that he should be transferred to another Employer for the completion of his said apprenticeship.

11. On the completion of the apprenticeship, the Apprentice shall be free to leave the employ of the Employer and the Employer shall be under no obligation to continue the employment.

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#### SCHEDULE REFERRED TO IN THE FOREGOING AGREEMENTS

1. The Apprentice shall be paid for his work and services in the following manner:—

1st Year of service at the rate of not less than 20 per cent of minimum basic rate of an artisan.

2nd year of service at the rate of not less than 30 per cent of minimum basic rate of an artisan.

3rd Year of service at the rate of not less than 50 per cent of minimum basic rate of an artisan.

4th Year of service at the rate of not less than 70 per cent of minimum basic rate of an artisan.

5th Year of service at the rate of not less than 90 per cent of minimum basic rate of an artisan.

The Apprentice shall be paid for all hours he works on days customarily kept as holidays at the appropriate overtime rate payable in that part of the works in which he is engaged on such holiday.

**HOURS OF WORK**

WORKING WEEK:

- 2. (a) The ordinary working week to be worked by the Apprentice shall not exceed ..... per week to be worked in such lawful manner as the employer may direct.
- (b) When the Apprentice is required to work temporarily a shortened working week he shall be paid only for the hours worked in that shortened working week period. Such shortened working week shall be deemed to be a full ordinary working week for the purpose of computation of his year's service. Overtime shall not be paid for hours worked in excess of the shortened working week, but only for hours worked in excess of the ordinary working day or week as the case may be.

COMPUTATION OF PERIOD OF SERVICE:

- 3. (a) All days which the Apprentice is entitled to keep as holidays shall be counted as days on which he has worked for the computation of his year of service.
- (b) All working hours during which the Apprentice is absent from work by reason of sickness, certified as provided in Clause 5(a) of this

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[Subsidiary]

*Industrial Training (Masters and Apprentices) Regulations*

schedule, (not exceeding a total of the working hours contained in eight full ordinary working weeks), and all working hours during which he is absent from work with the consent of the Employer will nevertheless be counted as hours in which he has worked for the purpose of computation of his year of service.

#### HOLIDAYS AND SUNDAYS :

4. The Apprentice shall be entitled to keep as a holiday all such days as are customarily kept as holidays in the works, provided that the Employer may require the Apprentice to work on any such holiday or on any Sunday so far as he may lawfully do so.

#### LOST TIME:

5. The aggregate of all working hours lost by the Apprentice because of absence from work or lost through being suspended under the provisions of this Agreement in any year of service shall be worked by him before that year of service is deemed to have been completed. Provided that the Apprentice shall not be required to work in respect of:—

- (a) any time during which he has been absent from work by reason of certified sickness to the Employer's satisfaction;
- (b) any time he has been absent from work with the consent of the Employer; and
- (c) Provided that the aggregate of hours actually worked in excess of each

working day or week as the case may be, together with the aggregate of the number of hours actually worked on holidays and Sundays in any one year of Apprenticeship, shall be deducted from the aggregate of hours lost.

WORKS' RULES:

6. The Apprentice shall observe the conditions of employment and the rules which from time to time are in existence in the works, so far as they are in existence in the works and so far as they are not inconsistent with the provisions of the foregoing Agreement and are applicable to the Apprentice.

TOOLS FOR APPRENTICES:

7. The Apprentice on entry into Apprenticeship and at such other times of his Apprenticeship may be determined by the Employer and the Board of Industrial Training shall possess such tools as may be determined from time to time. Such tools may, if required, by the Apprentice be bought on his behalf by the Employer and payment for such tools may be made by deduction from his wages, provided that such deductions shall not exceed such amounts as may be permitted by law.

8. If the Agreement is terminated by order of the Board of Industrial Training the Apprentice may return the tools to the Employer and the Employer shall refund to the Apprentice the amount deducted from his wages in payment thereof less a percentage for depreciation to be fixed by the Board of Industrial Training.

IN WITNESS whereof the Common Seal of the Employer has hereunto been affixed and the Guardian, Apprentice and the Board have hereunto set their hands and seals the day and

[Subsidiary]

Industrial Training (Masters and Apprentices) Regulations

year first above written

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

Strike out if the Employer is not a Limited Company.

The Common Seal of..... Limited, was hereunto affixed in the presence of.....



Strike out if the Employer is not a Limited Company.

Signed sealed and delivered by the above named ..... in the presence of.....



(The Employer)

Signed sealed "and delivered" by the abovenamed.....



(Guardian)

Signed sealed and delivered by the abovenamed ..... in the presence of.....



(The Apprentice)

LAWS OF GUYANA

22

Cap. 39:04

Industrial Training.

[Subsidiary]

Industrial Training (Masters and Apprentices) Regulations

.....

Signed sealed and  
delivered by the  
abovenamed.....

.....

in the presence of

.....

.....

.....

.....

.....



.....  
(The Representative of  
the Board)

ENDORSEMENT OF DEED OF APPRENTICESHIP

We (i) the Employer and (ii) the Representative hereby certify that this Deed of Apprenticeship, terminated on the..... has been faithfully complied with and is hereby endorsed in accordance with the provisions of Clause 2(k) thereof.

(i)..... Employer.

(ii)..... Representative.

We further certify that during the period of apprenticeship the Apprentice..... has attained the following awards:

(i).....

(ii).....

(iii).....

(iv).....

(v).....

\_\_\_\_\_

[Subsidiary]

*Industrial Training (Apprenticeship) Regulations***INDUSTRIAL TRAINING (APPRENTICESHIP)  
REGULATIONS***made under section 8(1)*

- Citation. 1. These Regulations may be cited as the Industrial Training (Apprenticeship) Regulations.
- Interpretation. 2. In these Regulations—  
"agreement" means an apprenticeship agreement approved by the Board to be entered into between an apprentice and his parent or guardian on the one hand and a master on the other;  
"artisan" means a person other than an apprentice who in the opinion of the Board is qualified to be engaged in any trade or craft to which the Act applies.
- Application for licence. 3. (1) Any master tradesman who desires to take out a licence to receive apprentices in any of the trades set out in the Schedule to the Act shall make application to the Board to be licensed as a master in the form set out in the First Schedule to these Regulations.  
(2) Any person having any apprentice to any of the trades specified in the Schedule to the Act at the time of the coming into force of these Regulations shall, within one month thereof, make application to the Board to be licensed as a master in the form set out in the First Schedule to these Regulations.
- First Schedule.
- Refusal to license a master 4. The Board may, without assigning any reason therefor, refuse to license any master, and such decision of the Board shall be final.

# LAWS OF GUYANA

24

Cap. 39:04

*Industrial Training.*

[Subsidiary]

*Industrial Training (Apprenticeship) Regulations*

Registration of  
apprentice-ship  
and agreement.  
Second  
Schedule.

5. (1) A master shall, within two weeks of his receiving an apprentice, submit to the Board an application for registration of apprentice-ship in the form set out in the Second Schedule to these Regulations. The apprentice shall complete paragraph 3 of that application.

Second  
Schedule.

(2) A master shall, within one month of his being licensed as such, submit to the Board, in respect of each of the apprentices in his employ, an application for registration of apprenticeship in the form set out in the Second Schedule to these Regulations. Each such apprentice shall complete paragraph 3 of the application made in respect of him.

(3) Upon an application for registration of an apprentice being approved by the Board, an agreement in the form approved by the Board shall be entered into between the apprentice and his parent or guardian on the one hand and the master on the other.

(4) The agreement shall be made in triplicate. The original shall be signed by the Chairman and the Secretary of the Board and shall be kept by the Board. One copy shall be kept by the master and one copy shall be kept by the apprentice or his parent or guardian.

Minimum age.

6. (1) The minimum age at which a young person may enter into an agreement shall be fifteen years.

(2) No agreement shall be entered into in respect of a young person of more than seventeen years of age without the special sanction of the Board

Period of  
apprenticeship.

7. (1) The period of apprenticeship in each trade set out in the Schedule to the Act shall be determined from time to time by the Board.

(2) The Board may, in its discretion, credit to an apprentice as part of the period of apprenticeship, all or part

[Subsidiary]

*Industrial Training (Apprenticeship) Regulations*

of his service with a master prior to the registration of the apprenticeship.

Tools to be obtained.

8. An apprentice, on commencement of his apprenticeship and at such other times in his apprenticeship as may be determined by the Board, shall possess such tools as may be determined from time to time by the Board. Such tools may, at the request of the apprentice, be bought on his behalf by the master and payment for such tools may be made by deductions from his wages:

Provided that—

- (a) such deductions shall not exceed such amount as may be permitted by law;
- (b) if at any time the agreement is terminated by order of the Board, the apprentice may return the tools so obtained to the master and the master shall refund to the apprentice the amount deducted from his wages in payment thereof, less a percentage for depreciation to be fixed by the Board.

Reports by master.

9. The master shall submit to the Board such reports on the conduct and technical progress of the apprentice as the Board may from time to time require.

Transfer of an apprentice from one master to another.

10. If during the period of an agreement the Board is satisfied for any reason whatsoever that the master is unable to fulfil the terms of the agreement the Board may, with the consent of the apprentice or his parent or guardian, or of both the apprentice and his parent or guardian, transfer the apprentice to another master in the same trade.

Termination of an agreement.

11. (1) The Board may, in its discretion, terminate an agreement without assigning any reason therefor, and such

# LAWS OF GUYANA

26

Cap. 39:04

*Industrial Training.*

[Subsidiary]

*Industrial Training (Apprenticeship) Regulations*

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decision of the Board shall be final.

(2) No master and no apprentice shall terminate an agreement without the consent of the Board, and such consent shall not be unreasonably withheld.

Certificate of apprenticeship.

12. On the completion of an agreement the Board may cause the apprentice to be examined in such manner as it may direct and upon such examination or upon being satisfied as to skill and ability to perform the functions of an artisan in his trade, shall certify to such effect in such manner as it may think fit.

Age for registration as an artisan.

13. No person shall be registered by the Board as an artisan until Age for he has reached the age of 20 years.

Penalty.

14. Any person who contravenes or fails to comply with any of the provisions of any of these Regulations shall be liable on summary conviction to a fine of seventy-five dollars.

Reg. 3

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## FIRST SCHEDULE INDUSTRIAL TRAINING (APPRENTICESHIP) REGULATIONS, 1954

*To the Board of Industrial Training Application for Licence as a  
Master*

1. Name in full.
2. Date of establishment.
3. Registered Address.
4. Workshop Address.
5. Occupations engaged in.
6. Trades in which it is proposed to train apprentices.
7. No. of adult artisans employed and trades in which engaged.

[Subsidiary]

*Industrial Training (Apprenticeship) Regulations*

- 8. No. of apprentices employed and trades in which engaged.
- 9. No. of apprentices it is proposed to train at any one time, by trade.

.....  
Signature

.....  
Date

Reg. 5

**SECOND SCHEDULE  
INDUSTRIAL TRAINING (APPRENTICESHIP)  
REGULATIONS, 1954**

*To the Board of Industrial Training Application for Registration of  
Apprenticeship*

- 1. Name of Master.
- 2. Address.
- 3. To be completed by Apprentice
  - (a) Name of apprentice in full.
  - (b) Address.
  - (c) Date of Birth.
  - (d) Name and Address of parent or guardian.
  - (e) Occupation and place of employment of parent or guardian.
  - (f) Trade to which apprenticed.
  - (g) Detail of technical education being pursued.

.....  
Signature of Apprentice

- 4. Date of commencement of apprenticeship.
- 5. Total period of apprenticeship.

LAWS OF GUYANA

28

Cap. 39:04

*Industrial Training.*

[Subsidiary]

*Industrial Training (Apprenticeship) Regulations*

6. Present year of apprenticeship and date of commencement.
7. Has apprentice been given credit for training with any other master. If so with whom and for what period.
8. Normal hours worked per day.
9. Normal hours worked per week.
10. Wages payable during each year of apprenticeship.
- \*11. Please report on apprentice's—
  - (i) technical progress.
  - (ii) regularity and punctuality.
  - (iii) general conduct.

.....  
Master

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\* To be completed only in cases where application is in respect of a previously existing apprenticeship