1910.
NEW ZEALAND

LABOUR BILLS COMMITTEE

SHOPS AND OFFICES AMENDMENT BILL

(REPORT OF ON THE); TOGETHER WITH MINUTES OF EVIDENCE.

(MR. ARNOLD, CHAIRMAN

Report brought up 8th November, 1910, and ordered to be printed.

ORDERS OF REFERENCE.

Extracts from the Journals of the House of Representatives.

THURSDAY, THE 7TH DAY OF JULY, 1910.

Ordered, "That a Committee be appointed, consisting of ten members, to whom shall be referred Bills more particularly referring to labour; three to be a quorum: the Committee to consist of Mr. Arnold, Mr. Bollard, Mr. Fraser, Mr. Glover, Mr. Hardy, Mr. Luke, Mr. McLaren, Mr. Poole, Right Hon. Sir J. G. Ward, and the mover."—(Hon. Mr. MILLAR.)

WEDNESDAY, THE 17TH DAY OF AUGUST, 1910.

Ordered, "That the Shops and Offices Amendment Bill and the Inspection of Machinery Bill be referred to the Labour Bills Committee."—(Hon. Mr. MILLAR.)

REPORT.

I AM directed to report that the Labour Bills Committee, to whom was referred the above-mentioned Bill, have the honour to report that they have taken evidence on and carefully considered the same, and recommend that it be allowed to proceed with the amendments as shown on the copy attached hereto.

J F ARNOLD, Chairman.

8th November, 1910.

MINUTES OF EVIDENCE.

WEDNESDAY, 28TH SEPTEMBER, 1910.

ELIJAH JOHN CAREY examined. (No 1.)

1 *The Chairman.*] I understand you wish to give evidence on the Shops and Offices Amendment Bill now before the Committee?—Yes.

2 And you represent this morning——?—The Wellington Trades Council, the Auckland Hotel Employees' Union, the Dunedin Hotel Employees' Union, and the Wellington Cooks and Waiters' Union.

3. You have been appointed by those different unions by resolution?—Yes.

4. Well, will you kindly make a statement to the Committee, confining your evidence strictly to the four corners of the Bill that is now under consideration. The Committee have no desire or intention to introduce matter that is not contained in the Bill?—The position that the Council and the unions I represent take up is this We thought it would have been unnecessary for the Committee to hear any further evidence in connection with the Bill, on account of the large volume of evidence that was tendered by both sides in connection with the same Bill last year I came along in obedience to the request of yourself to give evidence, and I have not much to say

5. Not at my request?—Well, at the request of the Committee.

6. No, we simply asked you if you wished to give evidence—we did not request evidence?—The position is this: that if the other side is not going to give evidence, then we will stand aside also. We had a circular to the effect that the Labour Bills Committee was going to take evidence again on the Bill, although we rather hoped that they would decide not to again take evidence, but, seeing that evidence is to be taken, and that the employers will avail themselves of the opportunity to give evidence, I wish on behalf of the people I represent to say something in regard to the Bill. The whole of the unions concerned approve of the main provisions of the Bill with the exception of section 5, which increases the hours for females far and above what is already provided for The Shops and Offices Act already provides that a certain section of restaurant workers—females—shall only work a maximum of fifty-two hours per week. This Bill provides for fifty-six hours for all females, but because of the general good it is going to do to the general body of workers in the trade we are prepared now to accept a compromise in the hope that the Bill will be put on the statute-book. Section 7 of the Bill, as was made plain, I think, by both sides last time, is not acceptable to the union, nor, I believe, is it acceptable to the employers. That is the proposal to allow the holidays to accumulate by arrangement between the worker and employer The proposal was put in, in my opinion, because it was sought by the draftsman of the Bill to make provision for exigencies that occur in the hotel trade at race week and during busy weeks. It has happened sometimes in Christchurch and once or twice here in Wellington, when the hotels have been full, that it has been a little inconvenient to give the half-holiday, and I believe this section was put in so as to give some ease to the employers in that direction. Now, the unions are very conciliatory in the matter they do not object to modification of the Act so long as the principle of the half-holiday is carried out, and I have prepared a substitute for section 7 of the Bill which I think would meet with the wishes of the employers as well as with the wishes of the unions. It is as follows: "Section 7 In lieu of allowing a half-holiday as provided for in section 5, subsection (*d*), of this Act, the occupier of an hotel may, with the previous written consent of the Inspector of Factories for the district, require all or any of the assistants to work on the day of the half-holiday, provided (*a*) that the maximum weekly hours provided for in the Act shall not be exceeded, (*b*) that every assistant who works as required on the half-holiday shall be given a whole day's holiday during the week immediately succeeding the week on which the half-holiday was not allowed; (*c*) that it shall not be lawful for the Inspector of Factories for the district to consent to allowing assistants to be worked on the half-holiday for more than six times in any one year, or for more than once in any period of two months of any one year " In my opinion, if that were incorporated in the Act it would give employers the privilege of working their men without giving them the half-holiday during Carnival Week in Christchurch and the summer race week here, and at the same time the men would not be deprived of the half-holiday because they would get it added on to the usual half-holiday in the succeeding week. Once or twice, where the exigencies demanded, that arrangement has been arrived at in certain hotels in the past. The Bill provides for sixty hours for males and fifty-six hours for females. Already certain employers have openly boasted to me that they have succeeded in blocking the Bill for the past two years, but they now begin to believe its passage is inevitable. The labour organizations I represent think it is time that New Zealand legislated for the class of workers that this Bill seeks to provide for In all the States of Australia there is such legislation In Queensland the Act provides for a working-week of fifty-three hours for the general run of hotel-workers excepting barmen and bar assistants, and they are allowed to work a maximum of sixty hours weekly; in New South Wales for many years the Act has provided for fifty-six hours a week, and in Victoria the hours under the Factory Act are fifty-eight for males and fifty-six for females in hotels. In South Australia there is no legislation governing the working-hours of workers in restaurants and hotels, but the Labour Government there intends to introduce a Bill in October providing for fifty-three hours a week for all employees in hotels and restaurants. In New Zealand we have the Shops and Offices Act,

which now provides that assistants in restaurants and tea-rooms should work fifty-two hours a week. If it were not for an anomaly in the Act the fifty-two-hours week would be of general application to men and women workers in restaurants and tea-rooms, but the Crown Law Department has so construed the Act that the "assistant" is only the worker engaged in serving the meals. It thus happens that only the waiter or waitress, as the case may be, is an "assistant" within the Act and gets a half-holiday, all other girls, working in the kitchen and pantry, are in many cases deprived of their half-holiday if the employer thinks fit to do so. I am glad to say that a lot of the employers recognize the unfairness of the position, and give the holiday and Act hours all round. When Parliament sees that the workers are not getting the benefit of the legislation which is intended for them because of a technical loophole I think it should alter the Act so as to remove any such loophole. By agreeing to the fifty-six hours we are agreeing to four hours in excess of what is provided for in the Act and for the workers in restaurants covered by the Court's awards. I anticipate that the employers will come along—and this is mainly the reason why I came here this morning—and say that the Arbitration Court has recently awarded sixty-five hours a week for male and female workers in hotels, and therefore this Shops and Offices Amendment Bill is overriding the award of the Court. Already the employers in nearly all the centres have passed a stereotyped resolution protesting against the introduction of the Bill. The feeling, which is evidenced in all instances in connection with our awards, on the part of the President of the Court seems to show that he resents any interference by Parliament with any of the conditions which he has fixed in our trade. In our old award, which was made in December, 1907, there was this provision: "If at any time while this award shall remain in operation any change shall be made by legislation in any of the conditions regulated by this award, the Court reserves power to itself, upon the application of any party bound by this award, to vary all or any of the provisions of this award, and to make such variation operate retrospectively from the date on which such change as aforesaid shall have been made." We never objected to that provision at all. We recognized that if the Court's awards stated sixty-five hours, and if Parliament later on stated sixty hours, then perhaps some adjustment of the wages might have been necessary But we took the stand that if our girls cannot earn a living in fifty-six hours and our men in sixty hours, then the conditions in New Zealand are not as bright and prosperous as people would lead us to believe they are. The recent Wellington award now contains another clause aimed at blocking legislative interference. This clause was never asked for by either party in the first place. When the Auckland Hotel Union went to Rotorua to get an award for the private hotels and four licensed hotels that are in existence in Rotorua, this Bill was on the point of being introduced—it is some time back now—and Mr Justice Sim, the President of the Court, to prevent what he thought might be an interference with the functions of the Court, put in the following section of that award on his own initiative. Neither the union on its side nor the employers on their side then asked for it. The section is repeated in the Wellington award. It is headed "Alteration of Award by Legislation." "14. The provisions of this award shall continue in force until any change is made by legislation in any of the conditions fixed by this award. On any such change being made, all the foregoing provisions of this award shall cease to operate, and thereafter, *during the term of this award*, the following provisions shall be in force Subject to any legislative provisions on the subjects, the hours of work, wages, and other conditions of work of all workers coming within the scope of this award shall be fixed by agreement between each employer and the individual workers employed by him." Now, we would not have objected to the section so much if it had been asked for by the employers to protect themselves, but this section has, as I say, been put into the recent award secured by the Wellington Cooks and Waiters' Union. What it means is this that if Parliament saw fit to say that workers in hotels shall not work for more than five hours without half an hour for a meal—that only, and nothing else—then the whole of the provisions of the award which have been secured would be null and void, and there would be freedom of contract between the workers and employers, and, moreover—and this is the damnable part of it—until the time had expired for which the award was made we should be debarred from participating in the provisions of the Arbitration Act—until our award expired in August, 1912; because the award says, "On any such change being made, all the foregoing provisions of this award shall cease to operate, and thereafter, *during the term of this award*," &c. That is the sense of it. We resent that. We say it is a challenge to Parliament—that Mr Justice Sim has said in effect that he is there to make the conditions which shall govern the work of employees in restaurants and hotels, and that the award made and the provisions of the Conciliation and Arbitration Act shall be taken away from the men engaged in the industry if Parliament shall see fit to alter any of the award-conditions by legislation. Our organizations, and our Trades Councils too, have backed up the Arbitration Act against a good deal of hostile criticism which has been levelled at it of late. We say the Act affords the best method at present for settling industrial disputes, and because we are loyal to it we are to be penalized. We say that Parliament should have the right to say at all times that the conditions which its eighty legislators fix shall be the conditions as against the mind of one man That is the stand we take up, and because Mr Justice Sim anticipated perhaps the introduction of this Bill, he has put in that provision which says that in the event of legislation our award shall cease to operate, and we shall not be able to go for another award and have no governing conditions at all until the time for which the award was made has expired—two years hence. I called a special meeting of my own union to deal with this Bill in view of this drastic clause 14 in our award. So keen are we to have this Bill put on the statute-book—not so much so far as the four centres are concerned, but because we know that in the country it will be a blessing, and it will put the country workers in hotels on very much the same footing as they are on in Australia, and on the same footing as they should have been on in New Zealand long ago—that we are agreed to advocate this measure introduced by the Government as against the award of the Court. What I mean to say is this: that, even if we

are to lose our award as stated by the Court, we are still prepared to advocate the Bill. We are content to be debarred the provisions of the Conciliation and Arbitration Act, we are content to have taken away from us all the main provisions as to wages and other conditions fixed by the award which we have fought and striven for, and paid for, provided this Bill goes through. That attitude on the part of the unions is a definite answer, and should be an effective answer, to the hotelkeepers' statement that the Bill is attempting to override the provisions of the award of the Court; because the President of the Court says that if Parliament does anything which shall interfere with the provisions of the award of the Court, then the award shall not operate. We say we are prepared to accept that decision—to accept the penalty of being deprived of going to the Court and getting a new award for two years, providing the Bill goes through. At the special meeting another resolution was adopted to this effect that because certain women employees in the trade might be penalized and might suffer on account of being deprived of other of the benefits of the award, as an alternative we are content to have a provision inserted in the Bill which would make the hours provision or any other provisions which conflict with our award inoperative until the time for which the award was made has expired. That is a very important resolution. It would mean that the sixty hours for males and fifty-six hours for females provided for in the Bill would not operate in Wellington or at any establishment covered by the Wellington award until the time for which that award was made had expired. That is also an effective answer to the argument of the opponents of the Bill that the Bill seeks to override the provisions of the award of the Court. In the first place we say, "All right, let there be no award, and let us have the Bill, or, as an alternative, make the Bill operate only in so far as it does not conflict with the award, and then after the time for which the award was made has expired let the Bill come into operation, and then let the other side go before the Court and have an award made in accordance with the provisions of the Bill." There could be no fairer stand taken up by any body of workers than that. I think every one will agree with that. So far as I have read the Bill there is only one section and its three subsections which conflict with our award. Our award provides for sixty-five hours—I am speaking of the Wellington Cooks and Waiters' award—for both males and females in Wellington, and it only affects hotels. The other award which is in operation now in restaurants in Wellington provides for fifty-two hours for females and sixty-five for men. Section 5, subsection (*a*), of the Bill provides for sixty hours for males and fifty-six hours for females, subsection (*b*) provides for not more than ten hours in one day, and subsection (*c*) provides for half an hour for meal-time after five hours' work. Now, if it were not for the other subsection, (*d*), of section 5—and this is an important point—so far as the Wellington union is concerned we could say that the whole Bill shall operate except section 5, which shall not come into operation until the time for which the Wellington award was made has expired. Subsection (*d*) provides for the half-holiday, and our award does not. If subsection (*d*) was also made inoperative, then award-governed workers would have no half-holiday That is another reason why Parliament should legislate in this direction, even although there is an award of the Court. Under the old award, and in all awards dealing with our industry, the Judge of the Arbitration Court has refused to deal with the matter of holidays, because he says in effect that the holidays are to be dealt with by legislation only The Arbitration Court has said, "We will fix your hours and wages, we will fix the time of starting and knocking off, but we will not fix the holidays, because that is a matter for Parliament to deal with", so that if it were not for subsection (*d*) of this Bill we could agree, so far as the Wellington union is concerned, that section 5 should be made inoperative so far as Wellington was concerned until the time for which the award was made had expired. Finally, I just wish to say this that the sixty-five hours fixed by the Arbitration Court has never been fixed on by evidence or argument, and it cannot be said that Parliament, by fixing on sixty and fifty-six hours is going against the investigation of the Arbitration Court, because there has never been any real investigation as to hours of work. The sixty-five hours was arranged by conciliation at the time of the existence of the Conciliation Board in 1907 It was a compromise between the parties, and in no other centre except in Wellington has the Arbitration Court ever heard evidence in connection with the case, with the exception of the Rotorua boardinghouse-keepers; but in no hotel case except in Wellington has the Arbitration Court been called upon to hear evidence and fix an award. It has been a compromise all along In 1907 our representatives and the employers' representatives on the Board compromised on a sixty-five-hour week, and we have always done that in other centres until this time in Wellington, when we went to the Arbitration Court, and sought for a reduction. I put this to the Court as argument for reduction of the sixty-five hours: that here was a Bill brought down by Cabinet—a Government measure—which provided for sixty hours and fifty-six hours, and I asked the Court to take that into consideration if the President of the Court desired evidence to prove the necessity for a reduction of hours. I put before the Court the various enactments in Australia providing for as low as fifty-two hours, and in no case exceeding sixty hours, and I said that if fifty-two, fifty-six, and fifty-eight was fair in Australia, no greater number should be fixed on in New Zealand. The Bill increases the hours of a considerable number of women workers by four hours a week, but it brings down the hours in the country districts considerably, and we think the Bill should be placed on the statute-book. We think very little attention should be paid to the idea of the employers that the Bill overrides the provisions of the award of the Arbitration Court, because the award hours were fixed by compromise originally Full safeguards could made in the award and in the Bill to guard against any unfairness or anything unjust being done by the reduction of hours, but even if the Bill was so drafted as to make the existing awards conform to the Bill in all respects, even then an injustice could not be done, because it is a fair thing that in New Zealand women should not be asked to work more than fifty-six hours and men more than sixty hours a week.

7 I understand that both your union and the Trades and Labour Council are in favour of the whole of this Bill with the exception of clause 7?—Yes, we are in favour of the Bill with the exception of clause 7, which we think, if passed as it stands, will defeat the half-holiday now enjoyed.

8. *Mr McLaren.*] In regard to the conflict between the award and the Act, you are well acquainted with the Act?—Yes.

9. And you know there is a section of the Act that specifies in regard to the term or currency of the award?—Yes, a maximum of three years.

10. Do I understand that under that clause in your award which you quoted the Court reserves to itself the power to annul the whole of the provisions of the award on legislation being passed?—It does not reserve it; it makes it a provision of the award—it is mandatory The position is that if this Bill were passed as it stands now we should get the benefits of the Bill—we should get sixty and fifty-six hours, but we should get nothing else. We should have no wages conditions regulated, or any other conditions regulated, and we should have no chance of remedying it until the time for which the award had been made had expired. Section 14 of our award says so.

11 That clause in the award, then, in its operation, will not merely annul the matters which the Legislature had dealt with so far as they are contained in the award, but other provisions as well?—It annuls the Arbitration Act so far as the Wellington union is concerned—it annuls the award and the Arbitration Act.

12 By saying that it annuls the Act you mean that it withdraws from the workers the right of getting any of the provisions of protection affecting even other matters that the Legislature has not dealt with?—I have drawn the attention of Mr Scott, the employers' representative on the Arbitration Court, to this clause, and he would like to think it is not so drastic as it seems or as it is framed, and he agrees with me that it annuls the award and the Arbitration Act. It says, On any such change being made, all the foregoing provisions of this award shall cease to operate, and *thereafter during the term of this award* the following provisions shall be in force," &c. Instead of the provisions of the award which are now operating, there shall be only one provision in force, and that provision shall be freedom of contract, and that would exist till August, 1912

13. *Mr Luke.*] Do you not think that possibly the Judge had in his mind that the Shops and Offices new Act may be so wrapped up with amendments that it would simply make your present award unworkable?—If that is all that was in his mind, why not give us the privilege of going again for a fresh award in the event of legislation

14. Would not that be the most common-sense way of doing it? If the new conditions of the Shops and Offices Act conflict with the award, would it not be politic on your side to go and ask for a new award, providing that the matter you have introduced this morning is a true interpretation?—So far as our organizations are concerned, we should be content for the Bill to provide that all awards shall now cease to operate, and every union should be entitled to go for a fresh award on the basis of the legislation just passed.

15. In other words, you would want the present award to run its full time, and any additional matter that may be contained in any subsequent Act should be embodied in that award?—No, I did not say that. If the fear is that legislation would override the provisions of the award, I should be content, so as to do away with that danger, that the Bill should state explicitly that all awards affecting this employment shall be null and void, and the unions concerned shall there and then, after the passing of this Act, ask for fresh awards making provision for the conditions that are now provided for in the Act.

16. Would not that be intrenching upon the Arbitration Act?—No, it would not be intrenching upon the Arbitration Act, but it would be making the awards of the Court which were made on a different basis to this null and void, and giving the parties concerned the opportunity of bringing them into line with the Act that might be passed.

17 It seems to me that you have either to go and ask for a new award to embody whatever may be imposed in the way of new conditions by the House this session, or you have got to embody by process of law those conditions without going for a new award?—We are content to accept either position, but we do resent the Court saying that because Parliament makes conditions affecting the employment of hotel-workers we shall be debarred from availing ourselves of the Conciliation and Arbitration Act. I would like to say this: that the Arbitration Court has only interfered in connection with the hotel and restaurant keepers' trade in the four centres. It only affects, roughly, perhaps four or five thousand in the four centres—namely, Auckland, Dunedin, Wellington, and Christchurch. In all other parts of New Zealand, in all other towns and villages, there are no conditions at all governing the employment of hotel and restaurant workers excepting the Shops and Offices Act, which provides for fifty-two hours for one section—restaurant assistants only, and gives hotel-workers the half-holiday

18. *Mr Fraser*] I understood you to say that you did believe in the Arbitration Act?—Speaking for the Council and my union, we approve of the Arbitration Act. We have complained against its administration, and complained against what we believe to be the unconscious bias of the existing President of the Court.

19 If every award given by the Arbitration Court is subject to legislative amendment, how long do you think the Arbitration Act would remain on the statute-book?—If the Arbitration Court is to be given the final power of making the conditions affecting the industry, then there would be no need for Parliament to legislate at all, we might as well have an industrial dictator who would claim the power to govern the conditions of workers; there would be no necessity for any Factory Act.

20. Was not this the original idea of the Arbitration Court that it should hear evidence adduced before it, so that it could have a more correct view as to what would suit both the employer

and employee, by having representatives appointed on the Arbitration Court?—No, Parliament in the original statute took the stand that in certain cases, such as factories and shops, and in mines and steamers, there should be certain conditions which should govern the employment of the workers engaged in those concerns, but they should be only general conditions. The other conditions, the principal ones, should be fixed by the Arbitration Court or the tribunal set up to deal with the case.

21 What do you call "the principal ones '—do you regard the hours as the principal ones? —The hours of the industry should be fixed by the Legislature of the country

22. Did Parliament fix the hours originally, or did the Arbitration Court do it?—Parliament fixed on fifty-two hours a week, and I am sorry to say that the Arbitration Court said, "I do not care what Parliament has done, I shall fix on sixty-five, and that has been done in our case. The Arbitration Court has got the power to override the work of Parliament, and has done so frequently.

23. That was the intention in setting up the Arbitration Court?—I think not. I should be sorry to think that the Legislature was foolish enough to give its powers into the hands of any one individual.

24. Then you think that the decision of the Arbitration Court should not in any award be final, but should be subject to revision by Parliament?—No, I do not take that stand at all. I take this stand that no member of Parliament will say to his constituents or to the country that fifty-six hours a week is not long enough for any woman to work.

25. That is not an answer to my question. The question is, if you go to the Arbitration Court for an award, and that award is given, do you think it should be subject to revision afterwards by Parliament?—I say that this Bill provides for sixty hours for males and fifty-six hours for females, and I say that no fair-minded man would say that those hours are not long enough for the people working in the industry The sixty-five hours fixed in our award are by compromise in the first place, because we wanted an award We had an award some time back which never became effective at all. In 1907 our representatives compromised in regard to the sixty-five hours, and since then the President of the Court has continually put in the sixty-five hours in all agreements. It is only in Wellington, and not the other centres, that there has been any investigation or case heard by the Court. Now, this Bill proposes sixty hours for males and fifty-six for females, and Parliament should have the power of saying to the Court, ' You shall make an award in this industry, but you shall not make an award that will conflict with or override any of the main provisions which Parliament thinks is for the good of the workers and for the good of the community " It is not fair, when Parliament should say that fifty-two hours a week shall be worked by a certain section of workers in restaurants, that the Court should come along, and say that it shall be sixty-five hours—which was done in our case. When that provision was put into the labour laws of the country, "that this Act shall operate subject to any provisions of the award of the Arbitration Court," it was never thought or intended that the Arbitration Court would twist the section so as to give it the power of overriding and fixing hours in excess of the hours fixed by Parliament. It was done so as to give the Arbitration Court the power to fix the number of hours at less than what Parliament fixed.

26 You mentioned the fact that the hours in Australia are less than they are here?—Yes, and fixed by a Tory Government at that.

27 Do you remember last year when that point was raised, not so far as the hours are concerned, but whether it was possible to have the same hours as in Australia, because of the greater difficulty in getting servants at spare times? Would you mind stating what your view of that is? —I am sorry to say that since I have been connected with the trade in Wellington and New Zealand there has always been an excess of workers in the industry, but it does happen that during race weeks—and we are not foolish enough to deny it—waiters and waitresses are naturally scarce, because no man is going to follow the line for £1 2s. 6d. or £1 7s. 6d. per week if he can get anything else to do. The men would sooner leave the jobs, and take on positions as tram-conductors. Here in New Zealand the men will not stick to the jobs, and I have proved in the Arbitration Court that there is not a New-Zealand-born waiter working at the trade in Wellington They are imported from England, and become waiters for a year or two, and then they see that the conditions are so rotten that they will not continue in the work.

28 You say that the hotelkeepers and restaurant-keepers have the same facilities for getting waiters, male or female, as they would have in Australia?—In New Zealand they have greater facilities, because the number of immigrants arriving in this country is proportionately greater The "Athenic" is here now, and there are men who came out here for £1 a month, and they are paid off in New Zealand. In addition to the immigrants that these boats bring out, the stewards are paid off here, and from their ranks are recruited the servants for hotels. That provision I have read for suspending the half-holiday providing a whole day is allowed in the following week shows a good deal of magnanimity, and we are prepared to agree to that in order to obtain the provisions of this Bill in regard to the hours in hotels.

29 *Mr Luke.*] Is there any other Act operating in connection with any industry in commercial life where the hours are regulated by statute as in this Bill?—Yes.

30. But only in regard to apprentices?—No, the hours are regulated by authority in connection with the Factories Act, where the hours are fixed at forty-eight per week. The irony of the thing is that a man in a bakehouse can work no longer than forty-eight hours, and yet the man in the kitchen, because there is no Act, can work 100 or 110 hours a week. The cause of that is that the men in the industry have not been organized.

31 *Mr McLaren.*] You prefer to have the hours fixed by statute instead of by the Arbitration Court?—Yes. I say that the Legislature should set out the number of hours that a man can be worked in any industry

32 There is a large number of employees in your industry who are at present not covered by any award of the Arbitration Court at all?—Yes, there are. They are only covered by awards of the Court in the four centres.

33. You could bring them in if necessary?—Yes; but it is a terrible job to get them organized. This Bill would cover the lot.

FREDERICK REYLING examined. (No. 2.

1 *The Chairman.*] What are you?—Secretary of the Trades and Labour Council.

2. And appointed by the Trades and Labour Council to appear before the Committee?—Yes.

3 You have heard Mr Carey's evidence?—Yes.

4. Is there anything you wish to add?—I did not intend to add anything except this that the Council approves of the main provisions of the Bill as a whole, with the exception of clause 7, and it thinks the half-holiday should be granted. Of course, I am not interested personally in the industries that are to be covered by this Bill, but with regard to anything that is for the betterment of the workers concerning their hours, or anything of that sort, I always try to do my little bit for them, and the Council always upholds my action Mr Carey has entered so fully into the matter and is so conversant with it, that I do not think it is necessary for me to add anything more.

5 And you acquiesce in everything he has said?- Yes, I do.

THURSDAY, 6TH OCTOBER, 1910.

ALBERT HUNTER COOPER examined. (No. 3.

1 *The Chairman.*] What are you?—Secretary of the Wellington Butchers' Union.

2 How many members are in your union?—280-odd—between 280 and 290.

3 And have they passed a resolution with regard to this Bill?—Yes, in regard to one particular amendment.

4. In addition to which you represent the employees?—I represent the employees, but I may say that Mr Rod, on behalf of the master butchers, was to have met me here at half past 10 o'clock this morning, to give evidence in the same direction as I am giving it. We are at one on the question.

5. You are at one as to the evidence?—Yes. I may say that the only matter which has caused us any anxiety is contained in the schedule—the proposed amendment to section 18—the latter part of it dealing with the definition of 'fishmonger In the present Act, a fishmonger is defined as "a person who sells fish or shell-fish.' It is proposed to extend that to make it read, "fresh fish, smoked fish, shell-fish, poultry rabbits, mutton-birds, and other perishable goods of a like nature." There has been some doubt in the minds of our members as to the exact definition of the proposed amendment, but from whichever point we look at it, we consider the amendment would be unfair to the butchering trade. We are not quite clear as to whether it will be necessary for a fishmonger to sell the whole of the various commodities to come within the definition, or whether a person who sells any one of them could claim exemption from the half-holiday provision under the section At the present time any fishmonger who sells rabbits or poultry has to observe the half-holiday provisions, the same as a butcher, but if this proposed amendment is carried into effect it will mean that the whole of the pork-butchers of the city who sell poultry will be exempted from the half-holiday provisions—that they will be able to keep open. If that be not so, it will mean that the fishmonger will be able to sell poultry on the half-holiday, and the pork-butcher will not. The same thing will occur with regard to rabbits. A system has grown up here of a number of men hawking rabbits regularly through the city, with hand-barrows, and small carts drawn by horses. We think that they will be able to compete on the Wednesday half-holiday with the butcher If it means that that is not so, it means that the Rabbit oh" man will be put off the street, and the fishmonger will be able to sell rabbits in his shop. For the last twelve months the butchering trade in Wellington has been in a very bad state—employers are suffering from the high prices of stock, and are in a very bad way Four or five have closed, and one of the oldest establishments has been shut down. As employees, we want to place the competition on fair lines. We do not wish to allow the provisions of the present Act to be so extended as to increase competition in an unfair way We think, if these laws are going to be placed on the statute-book, they should operate equally all round and treat all alike, so that no one section should get an advantage over another. We think that the present definition is unsatisfactory, perhaps with this exception: that a fishmonger who sells rabbits has got to close on the half-holiday; but one who does not can keep open I think, if an amendment is put in the Act to the effect that the sale of rabbits or poultry was prohibited on the half-holiday but that the sale of fish was permitted, it would meet the whole case.

6. I suppose that only applies to pork-butchers that the ordinary butcher does not sell poultry or fish?—The ordinary butcher sells poultry at certain seasons of the year—at Christmas and certain seasons. The majority do not keep poultry, but at these seasons they do—turkeys, geese, fowls, ducks, and so on. That is all I wish to state.

JAMES ROD examined. (No. 4.)

1 *The Chairman.*] I understand you represent the employers?—Yes.

2. And you agree with what has been said?—I fully indorse all that has been said.

3. Do you wish to add anything?—I do not think I need go over the ground again Mr Cooper's views are those of the majority of the master butchers.

4. *Mr Fraser*] Did I understand the last witness to say that if a fishmonger was prohibited from selling poultry and rabbits on Wednesdays, it would meet the case?—Yes.

WILLIAM PRYOR examined. (No. 5)

1 *The Chairman.*] You are here, I understand, representing the Employers' Association?—I am secretary to the Employers' Federation, and represent them, as well as the New Zealand Licensed Victuallers' Association.

2 Both together?—Yes.

3 Has your association considered this Bill?—Very fully.

4. I may say that the Committee has considered the question of taking the evidence, and we think it will meet our case if we have one representative from the employers—yourself, perhaps—and one from the licensed victuallers. It is our desire to keep within the four corners of the Bill before us, and not open up the general question of shops and offices. If you will kindly help us on these lines, we shall be obliged?—Yes, I will try and keep upon those lines. Mr Beveridge, who is president of the Wellington Licensed Victuallers' Association, will give evidence, also Mr Dwyer who represents a particular section, if you will allow that. None of us will be long. I also wished to say that the evidence that was given last year for the employers on behalf of this Bill will stand, so far as we are concerned, and we propose this morning just to touch upon the more important points. I am instructed also, on behalf of the New Zealand Employers' Federation, to again say that the federation is utterly opposed to legislation of this kind, which overrides the Arbitration Court awards; and if the Committee cannot see its way to recommend that the Bill should not be proceeded with, then we are prepared this morning to suggest alterations in the way of a compromise, in the hope that that will meet with the views of the Committee, and amend the Bill in some directions in the way desired by employers. Taking section 2 of the Bill, we ask that these words be added at the end of the section "and also a shop carried on in conjunction with a restaurant." Where there is a shop and a restaurant combined, the assistants are interchangeable, and we submit that it would be a matter of great inconvenience to have different sets of hours for them.

5. Do you mean a draper's shop?—Not the like of Kirkcaldie and Stains. What we have in mind is the like of Godber's, where the hands are interchangeable, and if you had one set of hours for each, there would be no end of a mix-up, and it would make it very hard to administer the law

6. Have you any objection to confectionery going in?—I suppose that would about cover it.

7 *Mr Fraser.*] Do you mean adjacent, connected with, or contiguous to? It might be in the next street?—I do not know of any place of that sort. It was Carroll's, Godber's, and this sort of places we had in mind. When the matter was being discussed, the cases of Kirkcaldie and Stains and the D.I.C. were mentioned, but we thought it could not be set up that their business was conducted in conjunction with the restaurant.

8. *The Chairman*] The Committee will have to provide for the point Mr Fraser has raised?—It is the cases of the dining-room and the shop alongside that we are referring to, and I do not know of any place where they are apart. Section 3 defines an assistant. We ask that engineers, electricians, and hotel clerks shall be exempted. They are not, in the ordinary sense of the term, hotel assistants, and we think they should be exempted. Section 4 provides that sections 3 to 6 of the principal Act shall not apply to hotels or restaurants, and I have to direct the attention of the Committee to the fact that subsection (2) of section 3 of the principal Act exempts the wife of the occupier or any member of his family from the operations of this Act, and we ask that that exemption should be included in this Bill so far as hotels and restaurants are concerned.

9 That is the present law?—Yes, but it would be necessary to provide that subsection (2) of section 3 of the principal Act should apply to this Bill as far as hotels and restaurants are concerned. You will see it is necessary that the members of a family should be exempted from the provisions of the Bill. This should be included, we think, amongst the exemptions proposed in section 3. Another alteration we ask for is in regard to section 4. We require in that to insert after the word "Act," in line 24, the words, "and the definition of a working-day" That will make it read as we desire it. The desire is to make the employment a seven-day week employment so far as hotels are concerned. We shall show you later (but Mr. Beveridge will deal with that point) that unless that alteration is made, so far as hotels are concerned, in regard to night-porters the employers have only got five nights in the week in which they can give the holiday The night-porter has to get twenty-four hours holiday; for the time at which he would ordinarily commence his work, and the inclusion of the definition of "working-day" in the principal Act, as far as night-porters in hotels and restaurants are concerned, would mean that he could have his holiday on Saturday night or on Sunday night, and would not be restricted to Monday, Tuesday, Wednesday, Thursday, or Friday, as the Bill as at present drafted would necessitate. Then, it is a seven-day employment, and we submit that the restriction regarding "working-day" in the principal Act should not be applied to hotels and restaurants. In regard to section 5, we wish to alter subsection (*a*) to sixty-two hours for males and fifty-eight for females. Here, of course, the employers find the greatest objection to any clause in the Bill. The fact that awards have been made by the Arbitration Court in the first instance, and then by agreements afterwards by different sections of employers and employees, makes this all the more important. Just a month or two ago in Auckland an agreement was arrived at for sixty-five hours. The Court made its award since then in the Wellington dispute for a similar number of hours.

10. Was the agreement between the union and the employers?—Between the union and the employers. The agreements we made previous to that related to Christchurch and Dunedin—all for sixty-five hours.

11 *Mr Fraser*] In regard to whom do you mean?—All the employees in hotels.

12 Male and female?—So far as hotel employees are concerned; and for the employees in restaurants it was sixty-five hours for males and fifty-two, I think, for females; and we do resent very strongly the interference of the Legislature with these awards and agreements. They cannot

be very far wrong; and we consider that when the parties themselves in various parts of the Dominion arrive at these agreements, the awards are based on the hours provided for and agreed to, but when you take away the hours you take away the basis of the whole award. However, recognizing that something will probably be done, and that to some extent it is futile to stand out and say we will not have it, the employers concerned have wisely decided to come to the Committee and say, 'We will agree to a compromise, and ask that the hours should be sixty-two for males and fifty-eight for females." Now, in that connection, when the Wellington dispute was last before the Arbitration Court the question of Australian conditions came in The union put forward that in Australia shorter hours were worked, and especially mentioned the New South Wales award. The union, however, was not prepared to accept the New South Wales award, because, while the Australian awards carried shorter hours, they did not give some conditions that are in operation here; and the union would not have it. I submit, if you are taking one thing into consideration you must take all. I have got a still stronger point to make Previously hotels and restaurants in New South Wales worked under a fifty-eight-hours law Now they have evidently found that insufficient, and the latest New South Wales award makes it fifty-eight and sixty-three—almost the same as we are asking to-day

13. *The Chairman.*] Where did that cover?—Sydney In any case Mr Carey, of the union, had that before him in the Court, and they would not accept the New South Wales award. The other conditions were not good enough. In regard to subsection (*b*) of section 5, we ask that the ten hours should be altered to eleven hours. It is absolutely necessary that there should not be that limit without extending the working-hours; and that has been shown by the unions meeting the employers in the past, and recognizing that even more than eleven hours are necessary at times of rush or exceptional work coming on Of course, the employer who takes advantage of that simply shortens himself on other days. Subsection (2) of section 5 of the Bill reads, 'Such working-hours may, with the previous written consent of the Inspector, be extended, but not for more than three hours in any one day, and not more than ninety hours in any one year ' We ask that the words "with the previous consent of the Inspector" be deleted. It is very frequently quite impossible for an employer to notify an Inspector For instance, a rush comes in at dinner-time—6.30 or 7—or a steamer or train arrives perhaps quite suddenly, the Labour Department office is closed, and it is quite impossible for the employers to give notice to the Inspector. We propose the words should be added, "Written notice must within twenty-four hours be given to an Inspector of any time so worked.' That would mean that it would be a breach of the Act if notice were not given. I have no doubt the departmental officers will admit that it is more practicable than the other proposal—in fact, the other proposal would be impracticable. It is just at the rush time when they have not time to arrange for other hands that overtime work is necessary We ask that in the same section the word "ninety" be altered to "one hundred and twenty," making the limit 120 in any one year Employers are not going to work their assistants overtime if they can help it, but the exigencies of the business are such that it cannot be controlled as a factory business can, and we submit that the request for 120 hours is a reasonable request. Subsection (4) of section 5 reads at present, "Section seven of the principal Act shall extend and apply to the limitations imposed by this section"; and section 7 provides, "In order to prevent any evasion or avoidance of the limitation imposed on the employment of shop-assistants by the last preceding section, the following provisions shall apply in the case of every shop-assistant · (*a*.) The shop-assistant shall not be employed in or about the shop or its business during meal-times, or during the intervals for rest and refreshment." I should like to point out that in the hotel business it is quite impossible in certain cases to give the ordinary meal-hours. They work the time through, the meal-time is counted, and certain assistants take their meals, and are at call while taking their meals. It may be said that that is very hard on the assistants, but Mr Beveridge will give you definite information showing that an attempt to have proper sit-down meals for certain sections of his employees met with failure, because of refusal on the part of the employees to observe those hours. So that you can see it is a proviso which if passed would be impossible to obey, and you could have employers up under it every day in the year if this subclause goes in as it is. We ask that it be altered on the lines that I have indicated.

14. *Mr McLaren.*] But it does not extend?—We want that it shall not extend; otherwise it might be held to do so. In regard to subsection (5) of section 5, it states, "Sections eleven to twenty of the principal Act shall not apply to hotels or restaurants." We ask that section 38 of the principal Act shall be included in that, so that it will read "Sections eleven to twenty and section thirty-eight of the principal Act shall not apply to hotels or restaurants." In some hotels the assistants—as well as in some restaurants—are continually there—they have their meals there and sleep there, and the Inspectors would only have to catch them there, and that in itself would be a breach of the Act. The character of the business requires certain regulations, and that sections 37 and 38 should be included under the exemption as provided for under subsection (5). In the case of section 6 we ask for the deletion of the words "such working-day" in line 21 and line 22, for the reasons put forward previously—because this section applies specially to night-porters. In the case of section 7 we ask that the words "who so desires" in line 26 shall be deleted. This is a section giving the right for the employee to have the option. Now, you as business men will recognize, and it must appeal to you as men of the world, that the employer, and only the employer, must be the person to regulate the conditions of his own business, and wherever the conditions of his business require that he should adopt the weekly holiday or the permit, that he should be entitled to do it. Otherwise it means confusion in any business. If you make the law differently you will have one assistant choosing one thing, and another another thing, and in our opinion these words should be deleted. That gives the employer the option of being the regulator of his own affairs. In line 27, we ask that the word "seven" be altered to "four," making it a period of four days including Sunday

in every three months. If you take the half-holiday proposals in the Bill, you have six days and a half that the one employee gets off from his ordinary duty, but the one who is working works his sixty-two or sixty-five hours every week during the three months, receiving what would mean a half-holiday each week in thirteen weeks. The employee who gets the term holiday would only work, when you sum it up, twelve weeks of sixty hours per week. So you see, under the half-holiday provision the employer gets more consideration. We submit that four days is a fair proposal, and meets the whole position. In connection with section 7 we ask that a proviso should be put in that "any such assistants shall if required by the employer leave the premises during such holiday." Subsection (3): Delete the words "or by the assistant" and "to the occupier" An employer might have three, four, six, or eight of a party, and if they are allowed to remain on the premises the employer has to find accommodation for them. On the other hand, we consider it is a fair thing, if he has not accommodation, and desires them to live outside, that he should have power to say so. Subsection (3) of section 7 reads, "Any such arrangement may be terminated by the occupier at any time, or by the assistant on giving the occupier seven days' notice of his desire to terminate the same." Of course, that is necessary if you wish to give the assistant the option, but we ask that the words "by the assistant" should be deleted, so that the employers only should have the right. There are various reasons for that. Subsection (5) of section 7, in line 41, says, "Where any such arrangement is terminated as aforesaid, or where the employment of any such assistant is terminated from any cause, the occupier shall, within fourteen days after such termination, allow to the assistant a holiday on full pay for such period as is equivalent to the half-holidays or whole holidays as the case may be (if any) to which but for this section he would have been entitled since the expiry of his last preceding leave of absence, or, if there has been no such leave of absence, then since the date on which the arrangement came into force." So that the Inspector really has control of the time. And we ask in the case of section 7, subsection (5), that the words "but without board and lodging" be included In the case of section 8 we ask that the whole clause be deleted—that is, subsections (1), (2), and (3). We submit that the clause is impracticable and to a large extent unnecessary The clause reads, 'In every hotel and restaurant the occupier shall at all times cause to be exhibited and maintained in some conspicuous place approved by an Inspector, and in such a position as to be easily read by the assistants, a notice containing the name and address of the Inspector of the district, and a statement of the half-holidays or holidays and working-hours of each shop-assistant." We submit that the conditions of the trade, as things are in this country to-day, render it absolutely impossible for employers to comply with these conditions. We submit also that when you have the requirements of section 10 complied with—where you give particular assistants certain work, wages, and hours—that is sufficient. We submit, further, that it is necessary, on account of the exigencies of the business, that an employer should not be asked to comply with the requirements of this section. With regard to section 10, the only alteration we require is in regard to subclause (*b*) and subsection (1). We think that in that respect the word "usual" should be inserted before the word "employee." They are engaged at different classes of work during the week, and to state a man's usual employment should be sufficient. This law will operate all over the Dominion, right even into the very backblocks, and where you have people as Inspectors who have not had the advantage of experience in the large offices or head offices they may be putting employers to a good deal of inconvenience if that word is not inserted. In the schedule the proposed amendment to section 6, subsection (3), provides "by inserting after the words 'special work' the words 'not being the actual sale of goods'; inserting after the words 'in any one year' the words 'nor on half-holiday'; and omitting the word 'such' in the second proviso." We ask for the deletion of the words "nor on any half-holiday" from the proposed amendment. It may seem a little hard that such a request is made, but I would point out that these extra working-hours cannot be worked unless with the proviso that we should have written consent of the Inspector, and there are times, such as in connection with a flood or fire, and it may be in connection with the drapery business in the very large centres, where it could not be manageable. We have not had one of these crises, but if we had had the like, what this Bill demands could not be attained. I would like to point out that it is not a question of the right to work employees on a half-holiday Employers do not wish that there should not be strict inquiry by the Inspector, but there are times when it is necessary that the work should be done. I had an experience myself where work required to be done on a half-holiday: We had in Dunedin a pretty large wholesale produce-store, and I can recollect on two or three Wednesdays when we had at least a thousand cases of fruit dumped on the footpath just before 1 p.m. The Inspector had to report us, but even then Mr Seddon in the old days realized the position, and no proceedings were taken. It is just in a case of that kind that provisions of this sort are necessary With regard to the amendment proposed in section 25, subsection (10) of the principal Act—"Nothing in this section shall entitle the occupier of a shop to employ his assistants beyond the hours provided for such assistants under this Act"—we take it that that amendment is proposed to defeat a decision by Mr Justice Denniston. In any case it would have a very ill effect on certain employers.

15. *The Chairman.*] What is the case?—It has been reported in the *Labour Journal.*

16. *Mr Luke.*] That is where a certain half-holiday had been agreed upon?—The hours had been fixed by request. Mr Justice Denniston decided that when, say, the drapers of a certain locality had got the right to remain open until late—if a requisition were made, that the assistants were entitled to work until late—on that particular evening The Labour Department has always resented that decision very much, and I do not know that the employers, generally speaking, are desirous of having that right; but we do say and we ask that if a request of that sort is made to dispense with these ordinary regulations in regard to working-hours, we should have it. When the employer who works his shop with the members of his family can carry on the business along with them until after hours, why should not the other? It is not preventing business from being

carried on, but it is only fair that those who have the larger business and the larger interests in the community should be allowed to keep their assistants at work while the shops are allowed to remain open so long as the hours any assistant is required to work do not exceed fifty-two in the week.

17 That would break the term of service?—It might mean an extra hand or two, but it is very important. We think, if the law permits a large number of shops—in regard to which you had evidence last year there were something like forty or fifty in Wellington—to be opened up till 9 o'clock at night, while the others were compelled to close, that it is not fair to the employers of those larger shops. But, while we ask that, my contention mainly is that other shops in the different trades should be compelled to close at a certain hour We regard that as being the simplest way Of course, there would be some opposition on the part of those who have the privilege at the present time of keeping open late, but still we think it is only fair. You take the drapers: their usual hour is 6, but the confectioners, fruiterers, and others would have to have later hours.

18. *Mr McLaren.*] You favour compulsory closing?—We say, if you will not give us the requirements we ask for, then we ask for compulsory closing

19 *The Chairman.*] Mr Tregear wishes me to ask whether your federation has gone into the question of the hundreds of shops in the position, say, of Newtown in Wellington, Ponsonby in Auckland, Caversham in Dunedin, and other places, where nearly the whole business is done at night, and where simply one employee or the family alone is engaged at night. That is the class the principal opposition came from when we passed the original Act?—Newtown is a big place now, and there are pretty large businesses carried on there; but if you are going to allow a man who does not employ labour, or employs so little that he does not count, to remain open, then it is going to interfere to an unfair extent with the larger employer if you do not allow him to employ his assistants during the time the shops are allowed to remain open.

20. *Mr Luke.*] I take it that you would be satisfied that where a business employs assistants this Act should apply, but where it is a question of a widow or a man who is simply working with his own family without employing assistants, that it need not?—You would have to safeguard it by saying that it is a business in which purely the employer is engaged. There is one case in Cuba Street where four or five of the family are employed all day at other work, but work in the shop after hours when they come home at night.

21 *The Chairman.*] And work at other callings during the day?—Some of them.

22. *Mr Luke.*] There is one in Newtown where that sort of thing occurs, and it seems to me something abominable?—Personally, I think that large employers would not like the right to work at night. It means having shops open, and killing the early closing that has been in operation for so many years. I am certain that most of them would prefer early closing In this case that we speak of there would have to be exemptions, but there would have to be great care taken. Where you have got one man with two or three of a family working at other callings, it is a cruel position. The proposed amendment to section 5 of the principal Act is the last thing that I have to mention. The section reads, "Nothing in this Act shall render the occupier of any shop liable to any penalty in respect of the employment, during the hours when the shop is required to be closed, of any shop-assistant in feeding and tending horses used in the business of the occupier" The alteration proposed is to omit all the words after the word 'employment," and substitute "one hour per day in the case of any assistant feeding and tending horses used in the business of the occupier, but not exceeding one hour per day" I want to point out in connection with horse-driving that probably there is no class of work more completely controlled by Arbitration Court awards. We have those awards in connection with butchers, bakers, grocers, and practically all the trades. In some cases you have men with just a handful of a pony to look after, but the proposal would give him an hour Another man has a horse and cart. Another man has perhaps two or three horses. Their conditions of employment vary, but in the great majority of cases they are covered by Arbitration Court awards. For instance, a man tending two or three horses will receive greater wages than those with smaller responsibilities, and the Court has found it necessary to leave the hours of work so-many per week, excluding the time for tending horses. Any one who owns horses and employs drivers knows very well that one man will look after his one or two horses, as the case may be, quite capably in half the time of another If you limit those men to one hour per day, that is not sufficient, generally speaking, for attendance upon horses. Then, on the other hand, you are going to render the employer liable for overtime for those attending on his horses. I submit that that is unnecessary, and that it is very inadvisable in any way to put that condition in when those restrictions are at present in force, and we ask that that alteration to section 50 should be deleted, and the matter left as it is at present; and leave the shop-hours as they are, and not to be affected by the attendance on horses. If you do, you must go into the question of what is a fair amount of time for the driver of one horse or of two horses to spend in charge of his team. You have got to go into the details of the question as the Arbitration Court did.

23. *The Chairman.*] With regard to the question of amalgamated holidays, I understand, of course, if the employee has to go off the premises for four days there is a saving of his board. Now, in clause 5 you ask that the words "or their board and lodging" be inserted. Is it found necessary when an employee goes away that another man should be put into his crib or bedroom?—Very necessary, when you have him away for a term of days like that. You would be compelled, in the general run of cases, to have somebody in his place.

24. *Mr McLaren.*] With regard to the matter of hours, without relation to wages, is it not a fact that the employees' union would not hear of accepting the New South Wales award?—We say it is quite insufficient to have shorter hours without taking into consideration the conditions that are associated with them; but even there they had to extend them from fifty-eight to sixty-three hours.

25. In your experience, are not the wages fixed on other grounds than the hours of employment? Does not the Arbitration Court take into consideration the conditions of living, and the general status of the class of workers in the community?—Certainly it must take into consideration other conditions, but my point is that they have taken them into consideration without considering the hours that the employers have to work.

26. *Mr Luke.*] I want to get Mr Pryor's opinion definitely in regard to this abuse of the system of keeping shops open after hours. Does he think that could be got over by inserting in the Act that where an owner of premises keeps assistants they must conform to the closing-hours prescribed by statute?—I think it might be got over by providing that only the shops should remain open where the occupier alone is employed in the shop You have to be careful, because if you leave loopholes there would be ringing in other things. Then you would relieve the widow, and small suburban shopkeeper, and those who depend on the chance trade from the houses round about, and who could not exist otherwise.

27 *Hon. Mr Millar*] Talking about this last proposal, do you know that at present a great injustice is done to a large number of shopkeepers by their being compelled to close under requisition, whereas others remain open and sell the same stuff?—Yes.

28. Would not the case be met by providing that a borough of, say 5,000 should be closed at a certain hour, but that wherever a requisition has been presented that all shops selling the same article should be closed at the same hour, there could be no hardship in the case of, say, towns of 5,000 or over, because many of them are large enough in business there to afford to store simply the one class of goods?—Would that meet the case?

29 Of course, if a Chinaman sold tobacco he would have to close at the same hour?—We have in Wellington a request from the soft-goods people to close at 8 o'clock—those shops which are run by the employer and the members of the family We know some cases where members of the family work elsewhere during the day, and still they can remain open until 8 or 9 o'clock.

30 Would not what I suggest get over the trouble?—No, it would not get over the trouble. Those employing labour would still be under the same disadvantages as at present. They could not remain open till the requisition hour because they are prevented from employing their assistants after 6 p.m.

31 Those you mention could not remain open, because they would have to close at a gazetted hour?—Do you propose to gazette an hour?

32. A requisition has to be signed. Once that has been done, every shop stocking certain goods would be compelled to close. If they did not want to come under the Act they would have to cease selling those goods?—That is the exact position to-day We will take soft-goods people: very possibly it would be quite easy to get the majority of them to close at a certain hour, and if they wanted to keep open later they could not sell the particular goods. We are asking that those who employ assistants should be allowed to employ them up to the time covered by the requisition, so long as they do not do so for more than fifty-two hours, or else the hour of closing should be made compulsory under the Act. You can see that under our proposal the larger shopkeepers would be getting the advantage.

33. *The Chairman.*] Of course, your suggestion would necessitate keeping an extra staff?—It would necessitate some alteration. There are quite a number of soft-goods houses in Wellington, and, I suppose, also in some other places, where they do not work the fifty-two hours now I do not think, myself, that it is possible to employ assistants under the 8-o'clock closing

34. *Mr Luke.*] Your suggestion is that we should allow the assistants to work, and employ another assistant, and that would mean employing additional men. I believe in compulsory closing for all shops with the exception of the original owner of the shop who does not employ any labour

35 *Mr. Hardy*] I think that one of the most unfair things that ever crept into the Bill was this widow business. How do you account for the fact that in Wellington there seems to be more keeping shops open late than in any other town in the Dominion?—I cannot account for it. I am sure that in Dunedin you would get a majority in favour of 6-o'clock closing, and also in Christchurch. If you propose it in Wellington there is no question but you are going to cause a howl—such a howl that there will be trouble. At the same time something should be done.

36. Are you not of opinion that the widow clause is run to death?—What was in my mind was the really small shopkeepers, who do the whole of their own business in the suburban centres, and really depend for their existence on the cash trade in the evening You are going to take their living away unless there is some provision for them.

37 To all intents and purposes they do a legitimate trade?—Yes.

JOHN BEVERIDGE examined. (No. 6.)

1 *The Chairman.*] What are you, Mr Beveridge?—I am president of the Wellington Licensed Victuallers' Association.

2. Has your association considered this Bill?—Yes.

3. And you wish to express their views?—Yes. Mr. Pryor has gone very fully into the question of the amendments we are asking for, and perhaps I had better confine myself to giving an explanation in regard to those particular amendments that we are asking for The first that concerns the hotels is in section 3, the definition of a shop-assistant. We are asking an exemption for engineers, electricians, and hotel clerks. The reason we do so in the case of engineers and electricians is that they are in charge of certain machinery, and have got to be there when required, and to keep them within the section would be rather hard, but we could not very well do without it. Hotel clerks are practically the same they have got to be there on the arrival of steamers and trains, and their hours naturally are somewhat erratic. We ask that they should be exempted

from this provision in regard to the definition of shop-assistants. In regard to section 4, we are asking for a definition of "a working-day" Under the Shops and Offices Act Sunday is not a working-day That would mean that unless we have a definition of "a working-day" all hotel-assistants as they are now classified could stop on Saturday night until Monday morning. Therefore we are asking to have inserted in the wording of the Act a definition of "working-day" Subsection (2) of section 3 provides "except the wife of an occupier or members of the family" : we ask that that should be retained, for this reason : that in the smaller class of hotels, where the daughters or the occupier and his wife do a certain amount of work in the bar, they should be allowed to be kept on under this section. In regard to section 5, subsection (*a*), we were asking for sixty hours. Sixty-five hours is what they have been working under, but, for reasons, we are prepared to compromise to the extent of having the term sixty-two for males and fifty-eight for females. There was a question brought up about the hours in Australia under the Hotel and Restaurant Employers' award in Sydney. There the hours run from fifty-eight to sixty-three. They have increased them to sixty-three in the case of certain sections of the employees, and we are asking here for an eleven-hours day in case of a rush of business. In section 2 we want the words deleted "with the previous written consent of the Inspector" Mr Pryor has explained that pretty fully It is not always very easy for us in a rush to acquaint the Inspector beforehand, but we are quite willing, if we have to employ the assistants, to acquaint him within twenty-four hours afterwards. That, we reckon, will get over the difficulty It is not that we want to evade the law, but it might prove a hardship if we had to acquaint the Inspector beforehand. In regard to section 7 of the principal Act—that it shall not extend or apply—that has been fully explained. The idea is that where the employees, as now defined in the Shops and Offices Act, are liable to be fined if found on the premises, it shall not operate. In the case of hotel employees they have their meals there, and must of necessity be on the premises. Some sections of hotel employees have their meals in a mess-room. In the case of cooks and waiters, they take them wherever they are. I tried on one occasion to let the waiters get away earlier by giving them tea at 5 o'clock. I thought that that would ease them down greatly—if they could come down and have their tea, and be ready to start at their own duties when dinner came on. However, it absolutely failed. They would not come in to tea—simply came in about 6. Some of them have their dinner on the premises and some do not; so that we had to do away with that arrangement.

4. It curtails their afternoon, really?—Yes. Although it would have been a benefit to them to sit down and have their tea comfortably, they would not do it; which shows that they are not willing to take advantage of anything in that way being done for them. Section 6 deals with the proposed alteration in regard to night-porters. That is perhaps one question Mr Dwyer will deal with. It applies particularly to his hotel, and those of the same class. In regard to section 7, "In lieu of allowing a half-holiday or a whole holiday as aforesaid, it shall be lawful for the occupier of a hotel or restaurant to allow to any assistant who so desires leave of absence on full pay at the ordinary rates for a period of seven days (including Sunday) in every three months" : We wish to delete the words 'who so desires.'" We reckon that the occupier should be entitled to regulate the question of holidays so as to meet the requirements of his business. If the employee were to be allowed to express a wish for a holiday at a particular time, and it was not given, then under the award as it now stands that would be a breach. If he stated that he required a term holiday instead of a half-holiday, and we refused, if these words were kept in I take it that that would be a breach of the award; and we ask that the onus as to when he has to have his holiday should remain with the employer Perhaps it would be simpler if I were to explain that, supposing an employee has a half-day off from 2 o'clock every week he misses one meal every day that he has that half-holiday off, so that that would be, in a period of three months, an equivalent of twelve meals. That is in regard to the compromise from seven days to four days. Then, in regard to section 7, we ask to add the words "Any such assistants shall if required by the employer leave the premises during such holiday" That explains itself If, for instance, one or two were away it is absolutely necessary that their places should be filled. If that is not so, you would have to pay the relief wages, and board and lodge the relief person outside, in addition to keeping the other on the premises. Subsection (5): What is asked for there deals with this question of board and lodging Where an employee has a holiday we have to relieve him and bring some one in to carry on his work. If this provision were not put in we should have to pay both the one who is having a holiday and the one who remained on the premises and occupied his room. We further think that if he is having a holiday it is a fair thing that he should leave the premises and let the relief occupy his quarters. Clause 8 is one we consider impracticable, and the whole clause is objected to. It states, "In every hotel and restaurant the occupier shall at all times cause to be exhibited and maintained in some conspicuous place approved by an Inspector, and in such a position as to be easily read by the assistants, a notice containing the name and address of the Inspector of the district, and the statements of the half-holidays and working-hours of each shop-assistant." The holidays as constituted now are not stated definitely—that is to say, that if you take the case of a waiter or a cook, probably their holidays vary In the dining-room and the kitchen the half-holidays vary in accordance with the state of business in the hotel. To carry that out would mean constant friction and changing In relation to hotel porters and housemaids, what is proposed would be practicable—at present they have stated holidays; but in regard to the kitchen and dining-room hands it is impossible to give stated holidays. As long as they get a half-holiday in the week they are quite content. I do not think there is anything else, except, in regard to clause 10, we ask that the word "usually" should be inserted before "employed."

5. *Hon. Mr Millar.*] In regard to section 6, you propose to strike out the words "on such working-day" If these words are struck out, would it not mean that you could give the whole of your staff a holiday on Sunday?—That would be according to the definition of what a "working-day" is.

6. The working-day is desired to be exempted. In section 3 it means any day except Sunday If this be omitted, does it not mean that you can give every hotel employee Sunday as a holiday?—Not every one of them.

7 So far as the Act is concerned, would not that be the effect if you strike that out? Take the case of the night-porter, you could give him the whole of Sunday?—If you permit me to go back a bit in regard to the question of the night-porter, if the holiday in respect to the night-porter is not defined it renders it very awkward for us, because it limits us to five days in the week. He generally starts at 10 o'clock at night, and finishes at 8 in the morning If he starts on Saturday night it may be assumed that he was working on part of Sunday If we give it on Sunday night he was also working part of Sunday You are limiting us to five days in regard to him.

8. I do not want it widened out too much, but we must try and do something to meet such a case?—It only deals with night-porters.

9 Section 8 you say is impracticable?—For the reasons I stated.

10. If the other suggestions made by you are approved of by the Committee, how would it meet the case if section 8 were amended to put in a proviso that the holiday-book should be kept, and signed by every assistant when getting a holiday?—We are doing that now

11 If we put that into the Act it would give the protection that is necessary?—We are doing that now for our own protection, but what you say would be a simple way out of it. The onus is on the employee to come along and sign for his holiday

12. Supposing we allow, instead of fixing a day, that a half-holiday should be given in accordance with the requirements of the trade. The man should duly sign that book when he goes off?—At 2 o'clock, when he takes his holiday That is a protection for both sides. That will get over the difficulty easily

13 If he is told in the morning that he must go off at 2, he signs this book?—The way we have it at present is that every day is ruled off with sufficient spaces to allow of a number going Sometimes I have eight or ten off in the one day.

14. That will be all right so long as we have a check?—It will be a hardship to do what is required here.

15. I understood from the evidence given last year that neither one side nor the other was particularly anxious about clause 7?—The small hotelkeepers want it. In the case of large hotel-keepers it does not matter much. In my case I have two night-porters, and I can with very little hardship make one man do the work of the two; but, as Mr Dwyer will point out, it will be a hardship in the case of the smaller ones.

16. You would be quite agreeable to have the sixty-two hours for males and fifty-eight for females?—It will take some working in, but we are quite prepared to meet you in the matter

17 *Mr Luke*] How often do you want these eleven-hour shifts for rush days?—We could not take very much advantage of it, because we should have to square that up again in the week. It would only occur now and again, in the case of a big dinner or a rush of that kind. We should have to pay overtime in any case.

18. Assuming in the case of the big hotels that the occupier should be the determining factor in regard to the term holidays, I suppose that would be necessary on account of confusion which might arise should two or three want to get away together?—Half our staff might come along and ask to do so. For instance, we might have half a dozen sports amongst the waiters, and they might come along simultaneously and say, "We want to get away to the races next week." You can see that it would constitute a breach of the Act if we refused it.

19 You were satisfied that it would be quite sufficient if you sent a notification to the Inspector afterwards that it had been done?—We only want to make the Act workable. Under the other circumstances it would not be so.

JOSEPH DWYER examined. (No. 7)

1 *The Chairman.*] You wish to make a statement, Mr Dwyer?—I am one of the committee of the Local Licensed Victuallers' Association appointed to come here and speak on behalf of the smaller hotels—principally in relation to the question of the night-porter In Wellington there are only four hotels that have two night-porters, and it would not put these hotels to a great deal of trouble to give their men a full night off, because they have another to fall back upon. In regard, however, to the smaller hotels, we would rather have the term holiday, because we should have to have a man in charge, and it would not do to leave a stranger in that position, particularly in a wooden house such as my own. If we had the option of four days in three months, that would meet the case. We would put in a man to take charge of the house, and that sort of provision could work during that period. That applies to fourteen hotels in Wellington

2. *Mr Fraser.*] You were speaking of section 7?—Yes. For that reason we would ask for the term holidays. We would much rather give our men the term. The position of night-porter is one of trust, and you must have a man who will keep awake—a good man and an honest one—and the danger in regard to fire is what I look to. We require a man who will give an alarm in case of fire; and out of the fourteen hotels in this position there are about eight wooden houses. That is why we ask for the term holidays. We could put another man in, and the man in office would get the benefit of his holiday I do not know really how the smaller hotels would get over the difficulty if you do not.

3 With regard to clause 6, you heard just now Mr Millar's question with regard to striking out the words "on such working-day" Would that not enable you to give the whole holiday on Sunday?—This clause specifies night-porters, and is confined to them particularly It would, I take it, enable the hotel-proprietors to give the night-porter his holiday on that particular night,

but not the whole of the remainder of the staff. The larger hotels might give one of their men that particular night.

4. When would he come on duty?—He would finish at 8 o'clock on Sunday morning, and he would not turn to until 10 o'clock on Monday night. I was asked to urge that point strongly on the Committee.

5. Supposing he asked to go to the theatre on Monday night?—He would change with the other man.

6. In the smaller hotels the boss would take over the work in the meantime?—We should have nobody able to look after the place, and in a case like my own I suppose I should have to stay on myself

7 *Mr Hardy*] Do you move hotel-porters much?—I do not think that night-porters are changed very often. The man I have has been with me pretty well for three years.

8. You speak of term holidays: in the event of a night-porter leaving you in the meantime, would you approve of paying him for the holiday to which he would have been entitled?—Oh, yes! we would pay him.

9 In the event of your dismissing him, would you pay him in addition to his wages?—The Bill provides for that.

10. *Mr McLaren.*] Do you consider the four days suggested in lieu of the half-holiday equal to a half-day per week?—It would be six days and a half for the thirteen weeks; but if you work it out on the basis of the meal-hours it is four days, and that is the basis on which we work it out.

11 It is not equal to a half-day per week?—I think you would find out that there would be a great deal of difference.

Mr PRYOR further examined. (No. 8.)

Witness There is one thing we have all forgotten which was mentioned last year: in the busy seasons like Christmas, Easter, and race times, where it is found impossible to give a half-holiday in a week, we ask for the right to give a full holiday the next week.

Mr McLaren.] Do you want a clause to that effect?—Yes.

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