

be begun again *de novo*, and be decided by the Court on its merits. No dispute, or any party to a dispute, whether employer or worker, should be weighted by any impression on the mind of the Chairman or member of the Council. The same proposal applies to section 37. Section 39: I ask the Committee to look at the peculiar position we are placed in here. If the Conciliation Council make recommendations any of the parties to the dispute may sign a memorandum of agreement, and the parties who so sign are bound by the conditions of the agreement. Those who do not sign are not so bound. I want to point out the unfairness of this. In connection with the Wellington cooks' and waiters' dispute, it will be within the recollection of the Committee, certain recommendations of the Conciliation Board which were very much objected to by the employers were in operation for twelve months. Now, it was widely known that some of those recommendations were absolutely unworkable and unenforceable. It was just as widely known that, so far as some of the employers were concerned, some of the conditions were so irksome as almost to warrant a strike of the employers, if I may so put it, and yet the secretary of the union was able to go, after the agreement had been in operation for months, and secure signatures of parties consenting to be bound by a thing like that.

31. By employers who had not been signatories in the first instance?—Yes, who were not bound. You can get printed forms for that sort of thing, and after signing one of these forms some of the employers did not discover until the agreement was put in operation against them what they had signed.

32. That was not through the smartness of the secretary, but through the indifference of the employer?—Yes, and I want to make that clear in fairness to the secretary, because I do not blame him. All that would be necessary under this clause would be for the union secretary, immediately after the recommendations were made, to get hold of the employers who had not taken any notice of the case, and get them bound; and I do not think that is the intention. It would be better to leave the law as it is at present, so that if there are any objections they should go on to the Court. Subsection (2) of section 39: There is another very strong objection to this. It is proposed that the Council's recommendations should operate pending the Court's decision. A recommendation is made in connection with a certain industry; the recommendation comes into operation; those who are under that recommendation will perhaps have to alter the whole incidence of the working of their trade or industry in order to obey that recommendation. Then the matter is referred to the Court, and the recommendation is wiped out and an altogether different award made, and again those who are bound to obey have to alter the conditions under which they are carrying on their industry. It is absolutely impracticable, you see. Section 49, Part IV, "Miscellaneous": We ask that this clause be retained as printed; we think it is very necessary. Section 51: We think this clause should be altered to provide that an employer "shall allow" a copy of the award to be fixed in some conspicuous place. If you put the onus of fixing it up in some conspicuous place and keeping it there on the employer, you put him at the mercy of any one who cares to tear it down and sue for a breach of award.

33. It does not say who shall do this. It says the occupier of the shop shall be fined for not doing it?—That is what it means—the onus is on the employer. That was the intention, and we say it is wrong. We say that if the employer allows a copy of the award to be put up, that is sufficient.

34. *Hon. Mr. Millar.*] It might be provided that he shall not be fined if he proves that he put it up?—As a matter of fact, there is no need for the provision, because nearly every union has its award in book form, and these large copies of awards are awkward to put up and are easily destroyed. Section 53, subsections (1) and (2): The Federation asks that these clauses be retained as printed. I have given my reasons already why the Inspectors of Awards should issue the permits. These permits are granted for a certain time, and we ask that a permit shall remain in force until fourteen days' notice is given to the employer that it shall cease.

35. *The Chairman.*] That it shall be valid until notice is given to revoke it?—Yes.

36. *Hon. Mr. Millar.*] That would not do in many cases. A young fellow comes out from Home and wants to complete his apprenticeship here, but cannot do that very well, and it would be perhaps quite right to give him an under-rate permit; but assuming that he has served five years, he ought to be a qualified man if his employer does his duty, but whether qualified or not, he can knock about the Dominion on this permit. We want some check on these permits?—I would get it by putting the responsibility on the man.

37. He should have to apply for a new permit at the expiration of the date?—Yes, otherwise the employers will be in trouble. Employers are generally busy men, and perhaps, through carelessness in some cases, do not know when a man's permit runs out; then the secretary nabs him and complains to the Labour Department, and the Department has to prosecute. The onus should be put on the man with the permit, and not on the employer. The whole question resolves itself into this: Should these under-rate permits be made use of or not?

38. For old men, yes?—Yes, that is so, and also in the case of a man desirous of perfecting himself at his trade, or who has some physical disability.

39. Under exceptional conditions?—Yes, of which the Inspectors of Factories are the best judges. We ask that the onus be put upon the man, and not upon the employer, to see that his permit is renewed at the proper time. Section 54, "Extension of application of industrial agreement on application by party thereto": We just want it to be made clear that all parties whom it is proposed to add to any industrial dispute shall have the opportunity of appearing before the Court to state their cases themselves.

40. *The Chairman.*] After the first decision has been given?—Yes. It is the case now, if application is made to add parties to an award; notice is given when the Court shall hear the application.