

limitations imposed by this section." Section 7 of the principal Act, subsection (a), reads, "The shop-assistants shall not be employed in or about the shop or its business during meal-times, or during the intervals for rest and refreshment." What is meant by "meal-times"? If you had such a provision as that it would lead to endless difficulty.

10. *Mr. McLaren.*] Has it?—No, it has not so far. But it is quite possible it may do. This Act is going to become very much more restrictive than the Shops and Offices Act, and if there is going to be legislation in connection with it we do not want to take any more risks than we can possibly avoid. Then, with regard to subsection (5) of section 5 of the Bill—"Sections eleven to twenty of the principal Act shall not apply to hotels or restaurants"—we ask that the words "and thirty-eight" shall be inserted after the word "twenty," so as to read that "Sections eleven to twenty and section thirty-eight of the principal Act shall not apply to hotels and restaurants." This must be struck out, because it would be quite an impossibility to work under it in this business. Section 38 reads, "In any proceedings against the occupier of a shop or office for employing any assistant in breach of this Act, the fact of an assistant being found in a shop or office shall be evidence that he was then being employed therein, unless the defendant satisfied the Court that the assistant was not being employed, but was there against the orders or without the knowledge, consent, or connivance of the occupier." In this business it applies in a way in which it does not apply in any other business, because the assistants in hotels and restaurants are always about the premises. Section 6 is objected to. That is dealing with the hours of work of night-porters and night-watchmen. If there is any provision made, we ask that the words "commencing at his usual hour for commencing work" in line 21 should be deleted, and the word "working" in line 22. "Working" under the Act is for six days, and as hotels work on seven days we claim that the proviso should apply to any other day. In section 7, subsection (1), we ask that the words "who so desires" in line 26 should be struck out. It reads "In lieu of allowing a half-holiday or a whole holiday as aforesaid, it shall be lawful for the occupier of an hotel or restaurant to allow to any assistant who so desires leave of absence on full pay at the ordinary rate for a period of seven days (including Sunday) in every three months." We submit that to give the option to the worker would be to simply take the control of the business, so far as holidays are concerned, out of the hands of the employer, and no business could be run on such terms as these. Supposing an employer decides on the weekly half-holiday and the employee desires the term holiday, there would be no end of confusion, and it would be impossible for any one to conduct his business on such lines. Then we ask that there should be inserted after the word "pay," in line 26, "but not including board and lodging." Immediately after an assistant goes out on full pay another assistant is put on to do his work, and his room is wanted, and we think the onus of providing board and lodging for both should not be imposed on the employer. Then we want to alter the word "seven," in line 27, to "three." This clause provides for a seven-days holiday every three months—that is, the half-holiday in the aggregate, giving the half-holiday and one more. But the employee who is working the weekly holiday works sixty-five hours each week. If he gets the term holiday proposed in the Bill he only works eleven months on a sixty-five-hour week, and the one month he gets on full pay, so that the employee who gets the term holiday is getting paid, as against the one who gets the half-holiday, who is not being paid; so that we say the aggregate weekly days should be cut in half when they get the term holiday on full pay. Subsection (2) of section 7 reads, "Notice in writing of any such arrangement, stating the name of the assistant and the date from which the arrangement is intended to have effect, shall be given by the occupier to an Inspector at least twenty-four hours before the arrangement comes into force." That is totally objected to as giving unnecessary trouble to employers, and it is unnecessary because all the information can be secured from the wages and overtime book—the particulars required in section 10 of this Bill. Subsection (3) of section 7 reads, "Any such arrangement may be terminated by the occupier at any time, or by the assistant on giving to the occupier seven days' notice of his desire to terminate the same." Now, to all business men such a proposal is absolutely impossible to consider. That an assistant who is employed on certain conditions shall have the right to go to his employer and say, "I have been getting the term holiday, but I am not going to take it any more," cannot be accepted. The employee must decide whether he is going to get the term or the weekly holiday, and to give any one employee the right to say whether he is going to have this, that, or the other is not possible to conceive of as being workable. We ask that all the words after the words "at any time" shall be deleted, and we ask this as a right, because the employer should have full control over his own business. Subsection (4) of section 7 is objected to because the wages and overtime book provides for everything. It does seem ridiculous to have these things duplicated, and employers put to all this trouble. It will lead to no end of trouble, friction, and bother. In subsection (5) of section 7, after the words "full pay," in line 41, we ask to be inserted the words "but not including board and lodging." Section 8 we ask shall be struck out. Employees themselves will see that it is absolutely impossible to apply that to any business—you simply cannot control it. The work comes in rushes, and it cannot be controlled, and therefore the clause is absolutely impossible. Section 10: We are not raising any objection to this, with the exception of subsection (b), "the kind of work on which he is employed." We ask that it shall read "the kind of work on which he was *usually* employed." Turning to the schedule, the amendment proposed in section 6, subsection (3), is to make work on a half-holiday illegal. Now, there are times when it is absolutely necessary to work on a half-holiday, and we say the power should be granted for a permit on the half-holiday or under exceptional circumstances, and one of our witnesses will probably give one or two cases where it is necessary that a permit should be granted. If you will take the proposed amendment of section 25 and section 37, you will find that both these deal with the same thing. They are proposed, probably, to prevent the employment of assistants beyond the ordinary hours prescribed by the Act, even when a requisition is in force granting an extension of the shop-hours; and are meant, we take it, to