

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.