

reference to the short-payment of wages must be taken within six months, and we think if "six months" was inserted in lieu of "two years" it would answer the purpose just as well. The most important objection we raise to this Bill is in connection with clause 8. In our deputation to the Minister of Labour, and also when before this Committee last year, we emphasized the necessity for the award of the Court of Arbitration in connection with hours being paramount to and not subject to the Shops and Offices Act, for the reason that the Court of Arbitration is established for the purpose of dealing with special circumstances and special conditions in particular trades, and the members of the Court hear evidence on both sides and are qualified to give a proper and correct interpretation of what the hours should be as agreed upon between the parties. Whilst in this Bill you have given us what we asked for, in subsection (6) of clause 8 it says, "This section shall operate subject to the provisions of this Act, and to any award of the Court of Arbitration." By the one clause you give us what we want, but you take it away from us in that you say, "Provided that an award shall not permit a shop-assistant to be employed in any one week or in any one day a greater number of hours than is prescribed by subsections one and two hereof." It is a little puzzling to us to understand where the advantage is in giving us this first part of clause 6 and taking it away in the second part. In Dunedin within the last few months we have agreed upon an award with the shop-assistants which did not come before the Arbitration Court. It was a matter we were able to arrange amongst ourselves, and the following clause was agreed upon as fair: "The following provisions shall come into force if and whenever the law shall be amended so that it shall be lawful to insert in any award the provision contained in paragraph (a) hereof: (a) Any employer may require his assistants or any of them to work without additional pay for two hours each night for three evenings a week in each of the three weeks immediately preceding Christmas Day, and also for three hours on Thursday before Good Friday." That provision came into force on the 1st February, 1913. You will see that our assistants recognize that in regard to the special rush which takes place in the grocery trade some special consideration is necessary, because our assistants get considerably more holidays than are specified for in the award or Act. In addition to the 1st January we give them the 2nd January as well, and it has become the unwritten law, although not in the award, that they get Easter Saturday as well. It is recognized as a public holiday now. The assistants get from Easter Saturday to the Tuesday, so they reckon some *quid pro quo* is a fair thing. That is what we consider our main point. We consider the Bill stultifies itself in taking away what it has already given in a previous clause. Another point we desire to emphasize is in connection with overtime. The Minister, in formulating this Bill, has recognized our contention of last year by providing that the consent of the Inspector only shall be required for youths and women in regard to overtime in the same manner as the Factories Act applies. Adult male workers are supposed to be able to look after their own interests without the necessity of any written consent by the Inspector as far as overtime is concerned, so that it seems to us that the restriction which has been placed upon the overtime question is not more necessary in this Act than it was in the Factories Act. You have fastened us down to the hours of employment in subsection (5)—"Every shop-assistant employed during extended hours shall be paid therefor at half as much again as the ordinary rate." After providing that overtime may be worked by shop-assistants without the written consent of the Inspector you bind us down in this way: "For the purposes of stocktaking, or other special work not being the actual sale or delivery of goods, such working-hours may, notwithstanding anything in section five hereof, be extended, but not for more than three hours in any one day, nor more than ninety hours in any one year, nor on any half-holiday." Of course, it is a fair thing that it should not be for more than three hours in any one day. By the time a man has worked his day and three hours beyond we recognize that he has done quite enough, and, of course, we do not object to paying him for those three hours in any one day except as provided for in this clause of our award, but we do think that there is no necessity to bind the employers and employees down to ninety hours for the year. Whilst in many cases it may not be necessary to work ninety hours in the year, we maintain that we ought to have the same right as the employers under the Factories Act of having their male adult assistants back when they want them for the purpose of work which has to be done. Now, this applies to our trade very particularly, and you can see this, sir, that the employers are not going to take any undue advantage of any liberty which is granted them in this respect as far as employing their shop-assistants is concerned. They are not going to pay a man time and a half if they can do the work in the ordinary time. Any time paid for over and above the ordinary working-man's wages is really a loss to his employer if the work can be done during the legitimate and recognized hours of trading, and therefore, unless the employers absolutely need the men, they are not going to bring them back and pay them time and a half. We contend that the employees would be quite well protected by an Act specifying that they are to receive overtime for all the work they do after a certain time without binding us down to any specified number of hours per annum. The Factories Act does not recognize any such necessity, and the work in shops is even lighter than the work done in a very large number of factories. This also applies with special force to carters who deliver goods. As you know, under the old Act, the Act which this one is supposed to supersede, we had to apply for the written consent of an Inspector for a man to be out delivering goods after 6 o'clock at night. Now, unforeseen circumstances, such as wet weather or a breakdown, positively prohibit an employer getting the consent of the Inspector, as the office closes before the necessity of working overtime is recognized, and in such an event the fiasco is perpetrated of having to ask the Inspector next morning for his consent to work a man the previous night. That is making a farce of the law of the country, and it was a clause as to which really no shopkeeper could depend upon keeping within the strict letter of the law. He was really compelled by his business to work later, and we maintain that any law which is not practicable in the ordinary work of a man's business should not