

With regard to clause 9, we submit that provision should be made in this clause for an interval of at least five minutes for females to obtain refreshment.

36. In what line of the clause?—I think it would need to be a new clause. Provision should be made that each employer should allow his female assistants to obtain refreshment morning and afternoon.

37. What sort of refreshment could they get in five minutes?—One of the juniors can go and boil a kettle and they can go and have a cup of tea. It does not take five minutes to drink a cup of tea. I proposed to one of the employers here that he should allow his female assistants to have a certain time off in which to get something warm to drink, and he said he would be very pleased to discuss the matter with me and he thought we could fix it up satisfactorily. These girls are standing about there behind a cold counter and perhaps there is not a soul about. As a matter of fact, they do it now in an underhand way. Some of them get the sack for it now if they are caught. We want the law to say that these people shall have some chance of getting refreshment.

38. It is only for women that you want it?—Yes, for women. If such provision is not made females dining between 12 and 1 o'clock have practically a stretch of six hours without refreshment. The extra hour here represents the time spent in going home. Clause 10, subclause (a): We wish to ask you to delete this provision and substitute the following words: "A seat shall be provided for each female employed." It is most necessary that this subclause should be altered, otherwise it is quite useless. This provision has been in the Act for some years and has never been of any value to the female assistants in Wellington, as seating-accommodation has never been provided in this city. We have to go to Wanganui and Auckland to find this provision administered in accordance with the intention of the Legislature. In Wanganui the Inspector notified shopkeepers that each female would have to be provided with a seat. Quite recently when I was in that town the manager of one of the largest establishments invited me to call upon him and see the seats which had been provided. It is patent, however, that when only two towns in New Zealand have put this clause into operation it requires material alteration to be of any value to those whom it is intended to benefit.

39. Is it not the fault of the Labour Department and not of the Act?—It says, "to the satisfaction of the Inspector." You cannot get these Inspectors to do anything: that is the trouble. I have been in communication with the Labour Department now for several months. I got a reply the other day to say that the seating-accommodation in Wellington is to the satisfaction of the Inspector, and I defy the Labour Department to go to one shop in Wellington and show me where there is a seat provided. Out of the whole of the drapery establishments there is not a seat provided. As far as Auckland is concerned, Court Bros., Smith and Caughey, Milne and Choyce, John Court—all have permanent seats for each girl—permanent fixtures. And the Wanganui employers have all provided seats for every girl. I pointed out to the Labour Department some time ago that the employers turn round and say, "The girls can take the seats from the front of the counter." I leave it to you to say whether any girl will avail herself of the opportunity of going and taking a chair that is put there for customers, when the shop-walker is walking about and saying, "What are you doing there?" Unless seats are provided the provision is no good at all.

40. You are seriously indicting the Labour Department?—I cannot help that. I am not saying anything against the Department. I dare say they are doing what is required according to their way of thinking. In Wanganui the Inspector says to the shopkeepers, "You have got to provide a seat for these girls." How is it that the Wellington men will not do it? The girls come along to me and ask, "What is the good of this union? We cannot get seats. Our bosses will not let us sit down." I go to the Inspector and he says, "I went into the house that you told me about and asked the girls, and they said that they get plenty of seats." Of course, they say this because the boss is there. The same girls come to me and say, "This is a rotten show. How is it you cannot get the Inspector to do it?" We have the evidence of a number of male and female assistants from Home, who state that at Home it is absolutely compulsory to supply females with seats. When it is compulsory in England for employers to supply seats we feel that our request cannot be considered as out of the way. Clause 11, subclause (c), providing that wages shall be paid weekly or fortnightly: I want to put it to the Committee in this way: the Labour Department, or whoever drew up this Bill, has decreased the number of days of default to seven. The old Act said that wages shall be paid weekly or fortnightly. Then there was another clause lower down which said that if an employer makes default for fourteen days, &c. Here is the position: Our employers pay in the majority of cases fortnightly, but if one of those employers liked he could pay monthly. You will probably say, No. I have said No. But the Labour Department say Yes. Mr. Justice Sim in the Arbitration Court says No. So that we are between the Labour Department on the one side and Mr. Justice Sim on the other, and we do not know where we are. We are quite prepared to admit that an employer may make a slip, and that this subclause (d) providing for seven days' default was put in so that if the employer did make a slip it would allow him sufficient time to get over it without being summoned. We are not out to summon people. There is only one firm in Wellington, and that is Kirkcaldie and Stains, that takes advantage of this provision regarding default in the Act. We say that if you will make that first clause to read that payment shall be made in full weekly, and then you leave the other, it permits of their paying fortnightly. Either that, or take out the default altogether. In Kirkcaldie and Stains's the assistants only get paid once every three weeks. This is probably an attempt on the part of the Labour Department to rectify the matter. I have, I think, submitted the matter to Mr. Rowley many times. The position we are in is this: we write to the Department that Kirkcaldie and Stains are committing a breach of the Act. The Department write back and say that according to the Crown Law Office's opinion they are not. We go along