

workers in our industry the benefits of this proposed Act without having to wait any length of time for it. The females in my union have had to work sixty-five hours per week and the males sixty-five hours per week also until the 15th August, 1913.

The effect of the alteration-by-legislation clause, as shown by Mr. Carey, is of very serious import to the members of our federation, and strikes deeply at the root of the principles upon which the Conciliation and Arbitration Act were first founded, and are supposed to be still resting upon. Mr. Carey has pointed out the fact that if any slight alteration is made to the Act, immediately that that comes into operation we lose the benefits of the award that we have been working under, and continue to lose the benefits until after the term that the award was originally made for. If the Legislature decided to amend the Shops and Offices Act in any small direction—say, the half-holiday to take place from 1 o'clock (may or may not be asked for by our organization)—it might be possible that the union would be deprived of the benefits of the award for a period of two years and eleven months, because a Court provides that directly the Legislature interferes with a statute or an award, directly they do that the award ceases to exist; but if it ceased to exist altogether that would be all right. I might take this opportunity of stating that if the Legislature interferes with the award we have no objection at all to the award ceasing to exist, because it would be competent for us to approach the Arbitration Court and obtain a fresh award, but the Court now prevents our doing that by allowing the award to go out of existence. Was it not to do away with freedom of contract, which always carries with it the right of the employer to sweat his workers, that the Industrial Conciliation and Arbitration Act was first brought into existence?—a function which the President of the Court has refused to perform; and by thus inserting this alteration by legislation the clause takes away from the workers the continuation of the award as provided for in section 74 of the Industrial Conciliation and Arbitration Act, 1908. Mr. Carey having dealt at length with this matter, I will content myself by drawing your attention to the fact that the Court has altered the original clause, which now reads as follows: "The provisions of this award shall continue in force until any change is made by legislation in any of the conditions fixed by statute or by this award. On any such change being made all the foregoing provisions of this award shall cease to operate, and thereafter during the term of this award the following provisions shall be in force: Subject to any legislative provisions on the subject, the hours of work, wages, and other conditions of all workers coming within the scope of this award shall be fixed by agreement between each employer and the individual workers employed by him."

I just want to point out two cases that were taken by the Department in connection with the time and wages book, and to show you that if this clause is kept in it is going to open the door to a good deal of fraud. One was Mrs. Dingle, proprietress Hibernian Hotel, Onehunga, who was fined £30 and costs for falsifying the time and wages book, in an endeavour to beat the porter for 15s., covering three weeks at the rate of 5s. per week. It was done thus: she paid the porter £1 per week, and altered the "0" in the wages-book, in the shillings column, after the man had signed the book. The other case was that of Mr. Smith, Masonic Hotel, Tauranga, who altered the book, after the kitchenman had signed it, to show that he had received £1 10s. per week, whereas he only received £1 per week. It will thus be seen that if the signature of the assistant is to be taken as a certificate of the correctness of the entry it will prevent the detection of fraud of a similar nature to the cases already pointed out by me. I would like to point out to the Committee that in the past, neither under the Industrial Conciliation and Arbitration Act or under the Shops and Offices Act has there been any obligation on the part of the employer to allow the time and wages book to be examined by the worker; so that we welcome the innovation that the book has to be produced to the worker for the purpose of obtaining his or her signature, but we will oppose as strongly as possible the proposal that the signatures should operate as a certificate of the correctness of the entries, and would suggest to the Committee that it should obtain reports from the Inspectors of Awards as to the manner in which the time and wages books are kept in their several districts. I venture to say that the reports would show that numbers of employers have obtained from their staff their signatures for wages received, and subsequently made entries in their books as to the number of daily hours worked by the worker after having obtained the worker's signature.

I should like a new subsection here to provide for a time-sheet to be exhibited showing the manner in which the daily hours are worked. This is in operation in the whole of the Northern Industrial District under our awards, and is in every way successful, inasmuch as it shows the worker when he or she shall commence duty and when he shall leave off; or, on the other hand, it serves to prevent an unscrupulous worker from making an application for overtime payment unless the instruction for working overtime has previously been given by the employer. A copy of the time-sheet in operation in our district I shall place before the Committee, and strongly recommend that provision for its insertion in the Bill would be made. This is a form I have here, and it obtains not only in the City of Auckland but from the North Cape down to Poverty Bay. The object is to show that a worker should know when he or she shall go on duty and when they shall cease work. Employers agree that this is a protection to them. There have been cases where an unscrupulous worker has made a claim upon an employer for overtime which he did not do, where he had a record of his time worked and the employer did not have a time-sheet, and he was thus at the mercy of the worker. With a proper time-sheet accurately kept the worker would know exactly when he is off work, and the employer would be freed from any unfair or unjust claim for overtime unless special instructions had been given to the worker. I can say that the hotelkeepers in our district find them very beneficial. We get these time-sheets printed and send them to any hotelkeeper who writes for them, free of cost.

1. *Mr. Davey.*] Have they not a book?—Yes, but this is a check on the book. I will now briefly summarize my evidence as follows: (1.) The first point made by me is the necessity for