

local Inspector of Awards, or such other person as the Court may from time to time appoint for that purpose; and such Inspector or person, in so fixing such wage, shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or person may think fit to consider, after hearing such evidence and argument as the union and worker shall offer.

(b.) Whenever occasion arises for so fixing the worker's wage, it shall be fixed for such period, not exceeding six months, as such Inspector or other person shall determine, and, after the expiration of such period, until fourteen days' notice shall have been given to him by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause; provided that in the case of any person whose rate is so fixed by reason of old age or permanent disability, it may be fixed for such longer period as such Inspector or other person shall think fit.

(c.) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d.) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e.) It shall be the duty of an employer before employing a worker at such lower wage to examine a permit or agreement by which such wage is fixed.

*Travelling-expenses to Country Work.*

10. (a.) Fare to be paid both ways, also living-expenses while on job. Time shall count from time of leaving the shop till return, but no more than eight hours to be paid for travelling on any one day.

(b.) All men sent from Port Chalmers to Dunedin, or from Dunedin to Port Chalmers, shall have their fares paid, meals provided, and allowed 1s. per day for travelling-time.

*Preference of Employment.*

11. In the engagement of his workers the employer shall have the right to engage any worker he chooses, provided that within one week from the date of his engagement the worker shall become a member of the union.

*No Discrimination.*

12. The employers in employing labour shall not discriminate against members of the union, and shall not in the engagement or dismissal of their hands, or in the conduct of their business, do anything for the purpose of injuring the said union, whether directly or indirectly.

*Matters not provided for.*

13. Matters not provided for in this award, or any dispute that may arise in connection with the same, shall be settled between the particular employer concerned and the secretary or president of the union; and, in default of any agreement being arrived at, then such matter shall be referred to the Inspector of Factories for decision. Either party, if dissatisfied with such decision, may appeal to the Court, upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

*Provision as to Country Work.*

14. The provisions of clause 10 shall not apply to any work done in connection with contracts entered into before the hearing of this dispute and incompleting; but an employer shall not be entitled to the benefit of this clause unless he shall, within twenty-eight (28) days from the date on which this award is filed, give to the Inspector of Awards in Dunedin notice in writing of the contracts in respect of which he claims exemption, stating the date of such contracts, the name of the person or body with whom the same has been made, and the nature of the work and where the same is to be performed.

*Term of Award.*

15. The award shall come into force on the 14th April, 1913, and remain in force until the 14th April, 1914.