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DEPARTMENT OF LABOUR

DIGEST
OF
AWARDS



GIVEN BY ARBITRATION BOARDS SET UP UNDER
THE DEFENCE (TRADE DISPUTES) ORDER, 1942.

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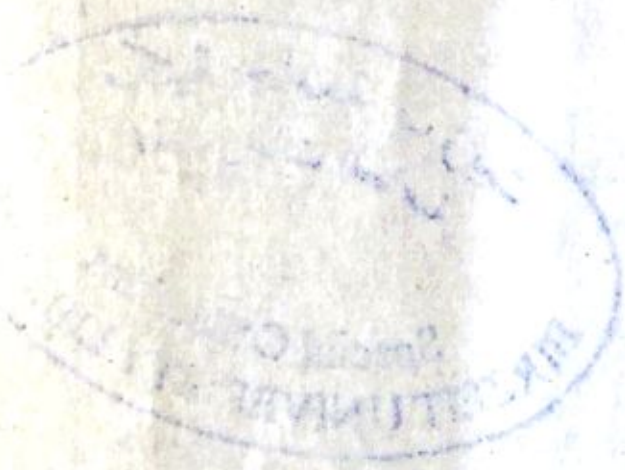
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FOREWORD.

The Defence (Trade Disputes) Order was made in 1942, in the words of the Defence Regulations, "with a view to preventing work being interrupted by trade disputes". This is not the appropriate place for an attempt at assessing the degree of success achieved in this, its sole statutory purpose: this Digest is in fact concerned with an aspect of the working of the Order which, although merely incidental, is of such importance as largely to obscure this essential object.

Awards given in arbitration under the Order are legally binding on the employers and workers to whom they relate and arbitrators in the difficult and onerous task of framing their awards have often had little to guide them but considerations of "equity, good conscience and the substantial merits of the case". These considerations at first sight might appear sufficient but only those who, in practice, have worked with no other criteria can fully appreciate the need for something more. This Digest will to some extent help to meet that need. It is also hoped that it will be of interest and value to all students of and persons affected by industrial relations and conditions of employment in Palestine. It does not, of course, purport to be a manual of current or common practice, but it shows, in convenient form, the terms in which the many points at issue in some fifty trade disputes have been settled in arbitration as regards the undertakings concerned.

A debt of gratitude is owed to those many chairmen and members of arbitration boards who have freely given so much of their time to the exacting proceedings the results of which are recorded here.

Number in brackets denotes serial number of award (see page 30).

I. WAGES.

BASIC WAGE RATES.

(incl. periodical increments).

1. The Board decided that the existing wage rates with certain exceptions, though admittedly low and definitely lower than those prevailing in the district, should be left in statu quo for the period of three months, after which period they should undergo revision with a view to increase, either by agreement of the parties or, failing that, by private arbitration between the parties or, failing that by the Board in the light of the then existing circumstances.

In addition, the Board decided that where an employee engaged on piece work, and for whom sufficient piece work was available, was turned to day work, he was to be paid for the time so worked on the basis of the average piece work rate earned by him on piece work during the immediately preceding month, or shorter period if he worked for less than a month. In all other cases payment to be made in the same manner as prevailed in the factory up to the time of the award. (2)

2. Basic wage fixed at 350 mils p/d. (3)

3. Basic wage rates fixed as follows (mils p/d):

<i>Males:</i>	New workers	— 340;	after 1 year	— 360;	after 2 years	— 390.
<i>Females:</i>	New workers	— 200;	after 1 year	— 225;	after 2 years	— 250.

(6)

4. The pay to be in general on a piece work basis, but with a guaranteed minimum per working day as follows (mils p/d):

Male Worker: On entry — 250; after 6 months — 285; after 12 months — 320.

Female Worker: On entry — 175; after 6 months — 215; after 12 months — 235; after 24 months — 250.

Juvenile Worker (Female): On entry — 140; after 6 months — 160; after 12 months to be transferred to the stage of the female worker in the first group for a period of 3 months, and thereafter in accordance with the above system.

The periods of 6, 12 and 24 months not to be less than 143, 285 and 570 working days, respectively. (7)

5. Basic wage rates fixed as follows:—

A. *Workers at present employed:*

(i) *Daily rates* (mils p/d): Turners Class 'A' — 675; Locksmiths Class 'A' — 600; Locksmiths Class 'B' — 350 to 450; Screw pressers — 300 to 450; Bolt pressers — 450 to 525; Nail pressers — 350; Screw cutter — 300; Unskilled worker — 325; Storekeeper — 425; Watchman — 350; Female machine workers — 280.

(ii) *Monthly rates* (£P. p/m): Foreman—19 to 25.

B. *New Workers* (mils p/d):

Males: On entry — 300; after 3 months — 330; after 6 months — 350. Thereafter, according to individual and professional progress.

Females: On entry — 200; after 6 months — 225; after 12 months — 250. Thereafter, according to individual and professional progress.

Juveniles (male): On entry — 200; after 6 months — 250. Thereafter, according to individual and professional progress. (8)

6. Basic wage rates fixed as follows (mils p/d):

Males: On entry — 300; during second year — 320; during third year — 340; during fourth year — 360.

Females: On entry — 200; during second year — 220; during third year — 240; during fourth year — 250.

Wage increases over and above this scale shall be fixed by the management after consultation with the Workers Committee. (9)

7. Basic wage rates for an eight hour working day fixed as follows (mils p/d):

A. *Workers at present employed:* Within the limits of 225 to 550 mils. Workers employed in lime pits to receive 25 mils over the above wages.

B. *Scale of wage rates to be introduced in the future (mils p/d):*

- 1) Unskilled workers: On entry — 325; after 3 months — 350; after 6 months — 375. Those employed in lime pits to receive 25 mils over the above rates.
- 2) Skilled workers: Grade A — 525; Grade B — 500; Grade C — 475. (10)

8. Basic wage rates fixed as follows:—

(i) *Daily rates (mils p/d):* Draughtsman and locksmith — 650; Armature winders — 280 to 550; Mechanical locksmiths — 400 to 530; Electricians — 200 to 325; Electrical smiths — 300; Occupation unspecified — 350.

(ii) *Weekly rates (£P. p/w):* Engineer — 3.—; Storekeeper — 1.800.

Certain workers, enumerated in the award, in consideration of their progress in skill and seniority at the work-place, shall, within one month's time from the date of the award, get an increase of 50 mils per day over the above basic rates. (11)

9. Daily basic wage rates of all workers employed at the undertaking on the date of the report of the dispute (foremen excepted), increased by 35 mils. The daily basic wage of one worker increased by 50 mils.

Daily basic wage rates of workers engaged after the date of report of the dispute and of workers who will be engaged in the future fixed as follows (mils p/d):— On entry — 300, after the first month — 325, after the sixth month — 350, after one year — 375. (12)

10. All workers, male and female, shall receive an increase of 30 mils on their basic wage rates per 8 hours' working day.

Increments in basic wages, based on the length of service, shall be granted to all workers as follows:—

- (a) 10% of basic wages, after the completion of the first year of service at the factory;
- (b) Further 10% of basic wages, after the completion of their fifth year of service at the factory.

These increments shall be calculated from the date when the worker commenced his employment at the factory, and shall be based on the initial basic wage which was paid at that time. (13)

11. *Adult male daily workers* shall be paid a minimum daily wage of 300 mils, this amount to include 50 mils as a war bonus.

Adult female daily workers shall be paid a minimum daily wage of 225 mils, this amount to include 25 mils as a war bonus.

Adult daily workers, male and female, shall upon the completion of one year's service at the factory be paid an increment of 35, and upon the completion of seven years' service a further increment of 25 mils per day.

Skilled workers, who will be so classified by agreement between the parties, shall receive over and above their respective wages (including increments) under this award, an additional daily payment, to be agreed upon by the parties in respect of each of the said skilled workers.

The Board's award in respect of workers paid on a monthly basis is deferred pending submission of further evidence by the parties.

No worker shall under this award be paid less than his present wage. (14a)

12. The parties not having come to an agreement concerning the classification of skilled workers, and further evidence concerning monthly workers having been submitted, *the Board, on 16.6.43, made a supplementary award* to the effect that:

(a) five workers (specified in the award), who by agreement between the parties had come to be considered as skilled workers, should receive daily allowances, over and above their existing daily basic wage rates, within the limits of 50 to 90 mils per day;

(b) ten workers (specified in the award) should receive, over and above their existing daily basic wage rates, daily allowances within the limits of 35 to 50 mils;

(c) fifteen monthly employees (specified in the award) should receive, over and above their existing monthly salaries, a monthly war bonus within the limits of £P.1.— to £P. 3.— (14b)

13. Demand for an increase in basic wage rates—rejected, the Board considering that any alteration in basic wages payable to labour as a whole, should be subject to the findings of the Wages Committee set up by Government for that purpose. (15)

14. All employees, except those who had been newly engaged since 1.3.42, are awarded an increase of 10% on their basic wages as at 1.8.42, to be due from that date.

Employees engaged since 1.3.42, shall be entitled to an increase of 10% on their basic wages as at 1.3.43, and due from that date.

Provided, that the above increases shall not apply to the basic wages of newly engaged unskilled workers, which shall remain at 56 mils per hour. (16)

15. Basic wage rates fixed as follows (mils p/d):

Males: On entry — 300; after 6 months — 350.

Females: On entry — 225; those already employed at the factory, after 8 months — 250; new workers, after 12 months — 250.

Workers when employed as porters: Normal basic wages plus 10%, to be paid only whilst engaged in loading and unloading lorries.

Painters: Increase of 50 mils per day on their existing wages.

The above wage rates shall also be applicable to workers already employed at the factory. (17)

16. Basic wage rates fixed as follows (mils p/d):—

A. *Skilled workers* (at present employed):

Turners — 465 to 690; Locksmiths — 375 to 590; Storekeeper — 450; Locksmith-Welders — 375 to 665; Tinsmith — 415; Boiler Locksmith — 565; Locksmith-Storekeeper — 425; Welder — 490; Mechanical Locksmith — 375 to 615.

B. *Unskilled workers*.

(i) Those who had not been previously employed in the metal industry: On entry — 300; after 3 months — 330; after 6 months — 350.

(ii) Those who had been previously employed in the metal industry, for not less than half a year, shall on entry receive 350 mils. (18)

17. Basic wage rates fixed as follows (mils p/d):—

On entry — 325; after 3 months — 375; after 6 months — 425; after 9 months — 450. (20)

18. Starting wage of unskilled workers in the Sundry Works Department, Dead Sea South, fixed by the Board at 350 mils per diem, granting them an increase of 50 mils per diem, similar to that agreed to by the employer in the case of the unskilled workers in the Sundry Works Department, Dead Sea North. (21)

19. Basic wage rates fixed as follows (mils p/d):—

(i) *Skilled male workers* to be divided, according to skill, into three categories, the basic wage rates for these categories being 550, 500 and 450 mils, respectively.

Taking into consideration the practice of excluding foremen from a classification into fixed scales of wages, the foremen are not included in the above scheme.

(ii) *Unskilled male workers*: On entry — 325; after 3 months — 350; after 6 months — 375.

In addition, unskilled workers, when employed in lime pits shall receive an extra amount of 25 mils daily.

(iii) *Female workers*: On entry — 200; after 6 months — 240; after 12 months — 270. (23)

20. Basic daily wage rates fixed as follows (mils p/d):

Four semi-skilled workers — 410 to 475.

Two semi-skilled workers — 400.

Four skilled female workers — 300.

Unskilled workers: On entry — 330; after 3 months — 340; after 6 months — 350. (25)

21. Basic wage rates fixed as follows:—

A. *Workers employed at present*:

Daily basic wages of male and female workers increased by 10 to 240 mils, and salaries of 3 workers increased by 500 mils to £P.1 per mensem. Those workers who had been dismissed or who had left employment at the undertaking since the date of

coming into force of the award, to receive payment of wages and increases of wages up to the day on which they discontinued work with the factory.

B. *Newly engaged workers:*

Daily basic wages of newly engaged workers fixed as follows (mils p/d):

Male workers: On entry — 350; after 6 months — 380.

Female workers: On entry — 200; after 6 months — 220. (30)

22. Basic wage rates for an 8 hours' working day fixed as follows (mils p/d):

Male workers: Category A — 390 mils on entry, with increments of 20 mils after 6, 12, 24 and 36 months of service.

Category B — 350 mils on entry, with increments of 20 mils after 6, 12, 24 and 36 months of service.

Category C — 300 mils on entry, with increments of 20 mils after 6, 12, 18, 24 and 30 months of service, and an increment of 10 mils after 36 months of service.

Female workers: Category B — 300 mils on entry, with increments of 20 mils at the same intervals as fixed for male workers in the same category, whereby one female worker should now be paid 390 mils.

Category C — 250 mils on entry, with increments of 20 mils at the same intervals as fixed for male workers in the same category. (31)

23. Basic weekly wage rates for a 48 hours working week fixed as follows:—

Ovenman — £P.4.200; dough mixer — £P.4.000; assistant dough mixer — £P.3.850; general assistant — £P.3.600.

Certain adjustments made for the period during which the 48 hours week is to be introduced. (32)

24. Basic wage of one female worker increased from 225 mils to 250 mils per day. (33)

25. Basic wage rates fixed as follows (mils p/d):

Males: On entry — 320; after 3 months — 345; after 12 months — 370; after 24 months — 400.

Females: On entry — 220; after 4 months — 230; after 6 months — 240; after 12 months — 250; after 24 months — 280. (34)

26. Basic wage rates fixed as follows (mils p/d):

(i) *Workers at present employed:*

(a) *Males:* 220 to 700.

Special bonus in the amount of 50 to 209 mils to be continued to be paid to the male workers at present in receipt of it.

(b) *Females:* 250 to 300.

(ii) *Workers newly engaged:*

(a) *Males:* No unskilled workers being ever required by the factory, the rates of skilled workers are to be fixed in accordance with the skill and experience of each individual worker.

(b) *Females:* On entry — 180; in the 2nd month — 190; in the 3rd month — 200, in the 9th month — 225; after 1 year — 250. (35)

27. Basic wage rates fixed as follows (mils p/d):

(a) *Skilled workers:* Category A — 600; Category B — 550; Category C — 450.

(b) *Unskilled workers:* On entry — 340; after 3 months — 350; after 6 months — 375; after 9 months — 380; after 12 months — 400.

Workers engaged in wet work and those working in lime pits shall receive additional 30 mils per day.

(c) *Female workers:* On entry — 200; after 3 months — 225; after 6 months — 250; after 12 months — 280. (37)

28. Wage rates fixed as follows:—

A. *Wages of workers in the yard (mils p/d):—*

(a) *Males:* On entry — 300 (plus c.o.l.a.); after six months — 320 (plus c.o.l.a.).

(b) *Females:* On entry — 200 (plus c.o.l.a.); after six months — 220 (plus c.o.l.a.).

B. *Wages of workers in the production department (mils p/d):—*

(a) New workers in new groups: Furnace workers — 350 (plus c.o.l.a.); rest of the workers — 300 (plus c.o.l.a.). These rates to be in force until the workers are transferred to piece rates.

(b) Senior workers on piece rates who are producing glass — 550 (basic rate); other workers at the machines and those feeding the glass — 500 (basic rate); workers employed at the press, for days of work at the press — 525.

C. *Wages of stokers:—* To be equal to those of the assistant glass porters, and if the latter are not employed, to be equal to average wages of glass porters.

D. *Wages of watchmen:—*
Basic wage — £P.9 p.m.

E. *Wages of locksmiths:—* Wages of locksmiths fixed within limits of 510-1050 mils p/d.

F. *Wages of glass blowers:—* Basic wage of one glass blower fixed at 700 mils p/d. (38)

29. A. Basic daily wage rates of workers employed at present fixed as follows (mils p/d):—

Males:— Turners — 450 to 800; Fitters — 450 to 725; Pressers — 400 to 625; Storekeeper — 457; Checker — 450; Cutter — 400; Watchman — 400; Annealer — 350.

Females:— Female machine workers — 310; Female workers — 280.

Juveniles (male):— 280.

B. Basic daily wage rates for new workers (mils p/d):—

Males:— On entry — 325; after 3 months — 350; after 6 months — 375. Workers who work as hot-pressers to receive 50 mils per day over and above these rates.

Females:— On entry — 220; after 3 months — 240; after 6 months — 260.

Juveniles (male):— On entry — 220; after 3 months — 240; after 6 months — 260. (39)

30. Basic wage rates of workers at present employed (male and female), fixed at rates varying within the limits of 270 and 550 mils per day. (40)

31. Unskilled daily paid labour shall for an eight hours working day be paid the following basic wage rates:—

Upon entry — 300 mils p.d.; after 3 months employment — 325 mils p.d.; after 6 months employment — 350 mils p.d.; after 12 months employment — 360 mils p.d.

Basic salaries of monthly paid workers fixed within limits of £P.8.500 to £P.14.— a month. (41)

32. Basic wage rates fixed within the limits of £P.3.500 to £P.22.— per month. (43)

33. Basic wage rates of female workers at present employed at the factory, fixed within the limits of 200 — 340 mils per day.

Alterations in wages in individual cases during the period of the validity of this award shall be made possible only in cases of progress in work or transfer to another kind of work, in which cases the management of the factory shall fix grades and wages after consultation with the Works Committee. (44)

34. All workers who had been in employment with the factory at the time of the report of the dispute to the Director shall receive a flat rate increase of 60 mils per day, over and above their gross wages, i.e. basic wages plus the agreed cost of living allowances; the basic wage rates of the above workers at the time of the award varying within the limits of 350 and 630 mils per day.

Those workers who have been in employment with the factory for less than six months (at present in receipt of a basic wage of 325 mils per day), as well as workers newly engaged, shall, upon the completion of six months service with the factory, be entitled to the above additional flat rate remuneration of 60 mils per day, over and above the gross wages.

Workers' claim for increases in basic wage rates of individual workers—rejected. (45)

35. A comprehensive grading scheme of basic salaries, covering all recognised occupations engaged in by the workers employed in the undertaking, introduced. The scheme governs training periods, minimum salaries, incremental scales and maximum salaries in the respective occupations and grades. (47)

36. Daily basic wage rates fixed as follows (mils p/d):

Unskilled Workers: On entry — 325; after 3 months — 335; after 9 months — 350; after 21 months — 375.

Workers employed at present on machines: — 450.

Certain workers (specified in the award), at present employed on machines, to receive an increase of 25 mils per day on their basic wages.

Juveniles (male): On entry — 200; after 4 months — 225; after 8 months — 250.

One experienced female worker: 275. (49)

37. Workers' claim for an increase in their basic wages, rejected. (51)

38. Basic wage rates of foremen to be fixed by individual contract between the foreman and his employer.

Skilled male workers to be divided, according to skill, into three grades, the basic daily wage rates within these grades being:—

Grade A — 475 to 550 mils; Grade B — 400 to 475 mils; Grade C — 350 to 400 mils.

Unskilled male workers' daily basic wage rates: On entry — 300 mils; after 3 months — 325; after 6 months — 350 mils.

Workers or apprentices at present in receipt of wages in excess of those granted under the present award, shall continue to be paid at their existing rates, until either by employment in a higher grade or by lapse of time they may become entitled to one of the new rates of pay. (52)

39. Basic wage rates of five workers (specified in the award) fixed. (53)

40. Basic wage rates fixed as follows (mils p/d):—

Males: On entry — 300; after 3 months — 330; after 6 months — 350.

Females: On entry — 175; after 3 months — 185; after 6 months — 200; after 12 months — 225.

Cutters shall receive an increase of 20 mils per day over and above the above rates, with effect from completion of two months' service in the factory. (54)

COST OF LIVING ALLOWANCES.

41. Cost of living allowances to be those laid down by the Wages Committee of the War Supply Board. (3)

42. The cost of living allowance shall be the same as that agreed to, in respect of industries generally, by the Palestine Manufacturers' Association and the General Federation of Jewish Labour, under the auspices of the War Supply Board Wages Committee.

On 8.7.43 the above clause was amended to read as follows:—

Whereas the agreement of 1942 has been superseded by the recommendations of the Chief Justice's Wages Committee, and whereas those recommendations have been accepted as applicable to industry generally, therefore the recommendations of the Chief Justice's Wages Committee on the cost of living allowances shall, with effect from that Committee's Report viz. 13.3.43, be applied to the employees of the Jerusalem Electric and Public Service Corporation.

On application of the amendment to the award dated the 8th July, 1943, it was contemplated by the Corporation to differentiate between its employees, paying cost of living allowances on the industrial scale to industrial workers, and on a different scale (probably that of Government) to other employees.

On the 9th August, 1943, the Attorney General ruled that in no part of the Chief Justice's Wages Committee Report could any distinction be found to be drawn between purely clerical and other workers in an industrial undertaking. Paragraph 55 of the Report contemplated that the cost of living allowance should be applicable to all forms of employment except those in which a family allowance scheme was applicable (these being limited by paragraph 69 to Government and possibly municipal employment). In these circumstances if a distinction were to be drawn by the Corporation between clerical and other workers, it would conflict with the abovementioned amendment to the award. (5)

43. Cost of living allowances shall be paid in accordance with the general agreement between the Palestine Manufacturers' Association and the General Federation of Jewish Labour, and shall be varied in accordance with this agreement. (10)

44. Cost of living allowances shall be paid in accordance with the general agreement between the Palestine Manufacturers' Association and the General Federation of Jewish Labour, and shall be varied in accordance with this agreement. (11)

45. In addition to the increase of 30 mils per day on the basic wages, further 60 mils per day shall be paid to all workers either as cost of living allowances on the basic wage, increased as above, on which those allowances are still payable in accordance with the existing general agreement with regard to cost of living allowances, or as a special war bonus, as the case may be. The total increase in the workers' earnings thus to be brought up to 90 mils per day. (13)

46. The cost of living allowance shall be paid on the total amount of wages received, and shall, therefore, be also paid on the war bonus granted. (14a)

47. The cost of living clause of the principal award shall apply to the supplementary award, so that the cost of living allowance shall be calculated on the total amount of wages and salaries payable under the supplementary award. (14b)

48. Cost of living allowances shall be paid in accordance with the general agreement between the Palestine Manufacturers' Association and the General Federation of Jewish Labour. (17)

49. The Board, after taking into consideration the firm's right to demand an examination of its accounts in order to determine as to whether or not it is a branch of industry which is operating under exceptional conditions, within the meaning of paragraph 7 of the agreement signed between the Palestine Manufacturers' Association and the General Federation of Jewish Labour, dated 22nd April, 1943, and after also taking into consideration that an industry operating under exceptional circumstances is not exempted from the payment of cost of living allowances, but may pay such allowances at a rate which may differ from that which is paid in accordance with the above agreement, awarded that pending the issue of the final award, the cost of living allowances should be paid at the following rates:

- (a) for workers whose basic wage does not exceed £P.8.500 per month (or 340 mils per day) 118% of the basic wage;
- (b) for workers who are paid from £P.8.501 to £P.10.500 per month (or from 341 to 420 mils per day) 118% on £P.8.500 and 47%, representing 40% of 118, on that part of their wage which lies between £P.8.501 and 10.500;
- (c) for workers who are paid £P.10.501 per month (or 421 mils per day) and more, the cost of living allowance will be paid according to the scale in paragraph (b) to earners of a basic wage of £P.10.500 per month.

The above rates to be effective from 20.5.43, the date on which the dispute was reported to the Director.

The Board, upon the submission of a report by an auditor who had examined the books and accounts of the firm, would make its final award.

On 15.10.43, the Board, after having examined the report submitted by the auditor, confirmed its decision that the payment of the cost of living allowances, for the period 20.5.43 — 16.7.43, should be made as laid down in the above interim award, and being of the opinion that the exceptional conditions under which the firm was operating did not necessitate payment of cost of living allowances to the workers at a lower rate than that customary in industry, and having noted that the Food Controller had increased his payments to Flour Millers, awarded that, with effect from 15.7.43, the cost of living allowances to the workers should be paid at the following rate:

- (a) 148% to replace 118%, wherever the figure 118% appears in the interim award;
- (b) 59% representing 40% of 148%, to replace 47% appearing in the interim award.

This award to complete the interim award.

Should the index rise or fall by 5 points or more, and a new scale of cost of living allowances would be adopted in industry, both parties should then enter direct negotiations on the question of revision of the rates of cost of living allowances. (22)

50. Cost of living allowance, computed in accordance with the general practice for industry, shall be paid in accordance with the general agreement between the Palestine Manufacturers' Association and the General Federation of Jewish Labour and shall be always subject to changes in this agreement. The employer shall continue the free issue

of bread to the workers, but shall, in computing the cost of living allowance, be allowed to deduct from the official cost of living index the number of points allotted to bread in this index.

(32)

51. Arrears in cost of living allowances due to monthly workers, shall be paid in accordance with the general agreement between the Palestine Manufacturers' Association and the General Federation of Jewish Labour, applying to the relevant period.

(35)

52. With effect from the 16th January, 1944, and henceforth, the provisions of the general agreement between the Palestine Manufacturers' Association and the General Federation of Jewish Labour shall be made applicable to the Cafés and Restaurants trade, so that five points shall always be deducted from the official index, in computing the amount payable to employees in this trade.

For the period from 20th September, 1943, the date on which the dispute was reported to the Director, Department of Labour, to 15th January, 1944, the provisions of the aforesaid general agreement shall be applied as for an index of 230. Provided, however, that any cost of living allowances paid to the employees for this period shall be considered as duly paid, even if amounting to more than they would have been, had they been based on an index of 230.

The Board has no authority to award payments from a date prior to the date of report of the dispute to the Director, but recommends to those employers who can afford it, to consider the payment of cost of living allowances for the period from the 15th July, 1943, to the date of report, on the same scale as laid down in the last paragraph.

(42)

53. Cost of living allowances shall be paid in accordance with the industrial agreement between the Palestine Manufacturers' Association and the General Federation of Jewish Labour.

(43)

54. Cost of living allowances shall be paid in accordance with the recommendations of the Wages Committee.

(47)

55. Cost of living allowances shall be paid in accordance with the recommendations of the Wages Committee. Claim for retrospective payments (i.e. prior to report of dispute)—rejected.

(50)

56. No cost of living allowance shall be paid on the war bonus.

(51)

57. Cost of living allowances shall be paid to all workers in accordance with the general agreement between the Palestine Manufacturers' Association and the General Federation of Jewish Labour and shall always be subject to changes in this agreement.

(53)

BONUS AND VARIOUS ALLOWANCES.

58. The employees' claim for a bonus, equal to three months' pay, to compensate them for the loss of cost of living allowances during the period preceding the date on which the negotiations with the employer began, rejected by the Board.

(5)

59. See Basic Wages.

(14a) (14b)

60. The Board wished to record its opinion that the special allowance payable under the present award was not in any way intended to affect the cost of living and bonus schemes already in operation.

(15)

61. In addition to the new basic wage, workers in the Sundry Works Department, Dead Sea, South, shall continue to receive the extra allowance of 75 mils per diem, which they have hitherto received, in comparison with the workers in the Sundry Works Department, Dead Sea, North.

(21)

62. A special war bonus of 70 to 100 mils per day granted to daily paid male workers, and one of £P.2— to 2.500 per mensum to 7 monthly paid male workers.

The special war bonus of 60 mils per day, hitherto received by daily paid female workers, discontinued, and special war bonus of £P. 2 to £P.2.500 per mensum granted to 2 monthly paid female workers.

(30)

63. See Basic Wages.

(35)

64. A monthly bonus, within the limits of £P.1.— to £P.4.— granted in certain cases.

(43)

65. Workers' claim for the permanent payment of the additional remuneration of 100 mils per shift to workers who sometimes have to act as shift leaders—rejected; these workers to continue to receive the above allowance only for the time of their special responsibility for the whole shift work.

Each worker engaged in work of such nature as will rapidly spoil his outer clothing and shoes, to receive a clothing allowance of 40 mils per day. (45)

66. Family allowances awarded to workers employed on camp sites. (47)

67. A war bonus of 70 mils and 50 mils per day to 10 male and 9 female workers, respectively, awarded, to accrue during the duration of the war only. (51)

OVERTIME PAY.

68. Overtime shall be paid for at the rate of 125% of the ordinary gross wage. (3)

69. Overtime shall be paid for at the rate of 125% of the wages. (9)

70. 25% over the wages, including cost of living, shall be paid for overtime worked over and above 8 hours a day. (17)

71. Overtime worked over and above an 8 hour day, shall be paid for at the rate of 125% of the normal basic wage, exclusive of cost of living allowances. (23)

72. Overtime worked over and above an 8 hour working day shall be paid at the rate of 125% of the gross wages. (25)

73. The existing provisions for overtime shall remain unchanged. (31)

74. Overtime shall mean any hour worked over and above 48 hours per week; and any hour worked over and above 8 hours a day except Thursday night and nights preceding Jewish holidays.

Overtime shall be paid at the rate of 125% of the normal basic hourly rate. (32)

75. Overtime shall be calculated on a daily basis of hours worked, and shall be paid over and above eight hours per day at a rate equal to 125% of the gross wages, i.e., basic wages plus cost of living allowances, for the first four hours of overtime, and 150% of the gross wages after the fourth hour. (35)

76. Overtime shall be paid for at an hourly rate of one eighth of 125% of a worker's gross daily wages. (38)

77. Overtime worked over and above the normal hours of work shall be paid for at an hourly rate of one eighth (1/8) of the gross wages (basic wage rate plus cost of living allowance) for an eight hour day. (41)

78. Overtime shall be paid for at the rate of 125% of the basic wage for the first two hours so worked, and at the rate of 150% for time worked beyond these first two hours. (43)

79. Overtime worked during the day shall be paid for at the rate of 125% of the wages; overtime worked during the night shall be paid at the rate of 150% of the wages. (46)

80. Any hour of overtime, worked over and above an 8 hours' day, shall be paid for at the basic hourly rate, plus cost of living allowance, plus an addition of 25% of the basic hourly rate. (49)

81. Every hour of overtime worked over and above 8 hours a day, shall be paid for at the rate of 125% of the hourly gross wages, i.e., including cost of living allowances. (53)

NIGHT WORK PAY.

82. Night work shall be paid for at the rate of 120% of the gross daily wages. (31)

83. Night work performed by male workers shall mean work done between 9 p.m. and 5 a.m., and shall be paid at the rate of 115% of the gross wages (basic plus cost of living allowances).

Night work by female workers to be in accordance with the law. (35)

84. Workers of the production department, working on night shift for one week out of three weeks, shall receive an allowance of 100 mils for each night, exclusive of cost of living allowances. (38)

85. For employment on night shifts, an additional payment of 90 mils per shift, over and above the payment a worker would receive when employed on morning or afternoon shifts, awarded. (45)

86. Any hour of night work shall be paid for at the basic hourly rate, plus cost of living allowance, plus an addition of 25% of the basic hourly rate. (49)

HOLIDAY WORK PAY.

87. Work on Saturdays and holidays shall be paid for at the rate of 125% of the gross wage. (3)
88. Work done on Saturday nights and holiday nights shall be paid for at the rate of 125% of the normal basic wage plus cost of living allowance. (23)
89. Work on Saturdays shall be paid for at the rate of 150% of the gross wages. (25)
90. The existing provisions for work done on Saturdays shall remain unchanged. (31)
91. * Work on Saturday shall be done only in cases of special necessity, and shall be paid for at the rate of 150% of the gross wages, i.e., basic wages plus cost of living allowances. (35)
92. For work on Saturdays stokers shall be paid 125% of the gross wages. (38)
93. The claim to pay 50% in excess of a worker's normal basic wages for work done on Saturdays is rejected, provided that such worker shall not be required to work seven days a week without one day of rest.
- Should a worker who has been employed on six days of a week be required to work also on the seventh day of the week, such worker shall then continue to be paid an addition of 50% over his normal basic wage.
- If there are additional expenses involved in attending work on Saturdays, such as higher travelling fares, such additional expenses shall be borne by the employer. (45)
94. Workers employed on Saturdays, thereby working 7 days a week, shall be paid at the rate of 150% of their gross wages. (53)

SYSTEM OF PAY.

95. See Basic Wage Rates. (2)
96. See Basic Wage Rates. (7)
97. *Weekly* wages shall be paid for a 48 hours working week (with adjustments for the period during which the 48 hours working week is being gradually introduced). (32)

PIECE RATES.

98. See Basic Wages and Wages-Other Points. (2)
99. Piece rates shall be fixed by the management in consultation with the Workers Committee. The final decision to lie with the management. (7)

See also Basic Wages.

100. The Meat Wholesalers Association shall pay the Skinners Union an amount representing arrears in respect of work of skinning undertaken in the Jerusalem Slaughterhouse during the period from the date of report of the dispute to the date of award. This amount to be equivalent to the difference between the amount paid to the skinners during the above period and the amount which would have been payable had the rate of 750 mils per head been in operation.

The following skinning fees shall be paid with effect from the date of award:—

- (a) £P.1.250 for each head of cattle skinned, if the total number per week does not exceed 40.
- (b) If the total number per week exceeds 40 and is less than 61:—
- (i) £P.50.— in respect of the first 40 heads.
- (ii) £P.0.500 in respect of each head thereafter.
- (c) £P.1.— for each head of cattle skinned if the total number per week exceeds 60. (26)

101. Factory owners shall pay the "Board Chiefs" (skilled workers) employed by them the following piece-rates as minima:—

Men's shoes	500 mils per pair.
Women's shoes	375 " " "
Children's shoes	180 " " "

The "Board Chiefs" shall effect a pro-rate increase in the wages paid by them to the respective semi-skilled workers and/or apprentices employed by them, whether paid

on the piece system or on the daily, weekly or monthly basis, corresponding to the increase which they themselves obtained under the present award.

The above minimum rates represent an approximate increase of 50% over the existing piece-rates, as given by the workers' representatives, and an increase of 11%, 25% and 50%, respectively, over the existing piece-rates, as given by the employers' representatives. (36)

WAGES — OTHER POINTS.

102. Workers' claim for equalisation in piece rates for male and female labour — rejected. (2)

103. In order to prevent fixed workers, i.e., those who have passed the probationary period, from leaving without notice, it shall be open to the employer in the case of fixed workers to postpone the payment of wages for one week. (2)

104. Certain claims by the workers, concerning deductions from wages previously effected by the employer, adjudged by the Board. (9)

105. Debt of wages due to the workers shall be refunded by the employer.

Workers issued with tools shall deposit 6 days' wages with the management. (18)

106. Weekly hours may, if necessary, temporarily and occasionally be reduced by employer, if no sufficient work is available, so, however, that if any worker is invited to attend for work, he shall not be paid for less than half a day. Workers shall not be entitled to divide the available work amongst themselves, so as to cause a worker to work less hours per week than are prescribed under the award. (32)

107. Days of interruption of work in respect of which no notice was given by the employer, cases where the interruption was caused by force majeure excepted, shall be paid for as working days. (35)

108. Workers employed in departments operating on the piece rate system shall be remunerated for the loss of earnings arising out of interruption of the manufacturing process due to technical reasons, according to the following rules, provided that no compensation shall be due for an aggregate interruption not exceeding 15 minutes during any one shift:—

(i) In case of interruptions as described below, the workers shall earn at least wages as set forth below at the rate of 300 mils plus cost of living allowances for a full day; and in calculating these wages all earnings of the workers by piece work during the interrupted shift shall be taken into account —

(a) If the interruption occurs during the first two hours of the shift, half a day's wage shall be paid;

(b) if the interruption occurs during the third or fourth hour of the shift, three-fourths of a day's wages shall be paid;

(c) if the interruption occurs after the fourth hour of the shift, a full day's wages shall be paid.

(ii) If a worker presents himself for work but is unable to start work because of an interruption of the manufacturing process due to a technical reason, he shall receive a full day's wages, provided that he performs during the next 2 months a day's work, in addition to his regular shift work, in instalments of four hours or the equivalent production of piece work.

(iii) If it becomes necessary, owing to technical reasons, to stop the manufacturing process for more than four days, and the workers are notified in advance, they shall receive for each work day of the first week of such stoppage a full day's wages, and for the second and third weeks — 50% of their ordinary earnings, provided that such period shall be accounted for against their annual leave. (38)

109. Full wages shall be paid in respect of breakages up to the proportion of 5% of the total output.

Full wages shall be paid for second quality produced by a worker up to the proportion of 12% of the total output; for second quality products in excess of 12% of the total output, 50% of the full wages shall be paid. (38)

110. Wages for a full shift shall be guaranteed to a daily paid worker who, upon the request of the management, presents himself for work at the beginning of the shift. (41)

111. Wages shall be paid once a week to daily workers, and once a month to monthly workers. (41)
112. Full pay shall be granted to permanent monthly workers for nine days of religious holidays per year. (43)
113. Full pay shall be granted for three days of religious holidays per year. (46)

II. HOURS OF WORK.

DAILY OR WEEKLY HOURS.

114. A working day means 8 hours' work; on Friday 7 hours shall be worked, to be paid for as 8 hours. (9)
115. On Friday, New Year's and Day of Atonement's eve, 7 hours shall be worked, which shall be paid for as 8 hours. (10)
116. Working hours at the workshop shall be 47 per week. (11)
117. Eight hours' wages shall be paid for seven hours work on Fridays and on the eve of holidays. (23)
118. A 48 hours working week shall be introduced gradually. (32)
119. A normal working day shall be eight hours. On Fridays and holidays' eve seven hours shall be worked, which shall be paid for as eight. (35)
120. Hours of work of watchmen shall be twelve a day. (38)
121. The normal hours of work in a day shift for daily paid workers shall be eight on the first five days of the week, and seven on Fridays and holidays' eve, such short working days, however, being paid for as full working days.
- The normal hours of work in a night shift for daily paid workers shall be seven. to be paid for as eight. (41)
122. Hours of work of linotype operators shall be seven in the first and second shifts, and six in the third shift. (43)
123. Number of hours of work fixed at nine per day. (46)
124. A working day means 8 hours' work on five days of the week and 7 hours on Friday, which latter shall be paid for as 8 hours.
- Five days in a year on holidays' eve, shall be treated in the same way as Fridays.
- Shift workers shall work 8 hours in the first and second shifts, and 7 hours in the third shift, which latter shall be paid for as 8 hours. (53)

III. LEAVE.

WEEKLY DAY OF REST.

125. Every worker shall be granted one day's rest on full pay after the completion of six days' work, irrespective of whether six days worked were consecutive or not. (46)

ANNUAL LEAVE.

126. Workers who have put in at least eleven months and three weeks of work accumulated shall be annually entitled to six days leave with pay and to one additional day in respect of every additional accumulated year of work, subject to a maximum of twelve days per year. (2)
127. (i) Every senior worker, whether on daily or monthly basis, is entitled to annual leave with pay on a scale of 6 working days, provided that he has been working during the whole year (12 months' work).
- (ii) Beginning with the third year of work, one day leave with pay shall be added for each year of work, up to a maximum of 12 days leave with pay. This clause to have no retroactive effect.
- (iii) In case a worker has been working for less than a full year, he shall be entitled to an amount of leave proportionate to the period actually worked.

(iv) A new worker shall receive annual leave on the above scale, as from the second year of his entrance into employment.

(v) A worker leaving the factory after having worked there for not more than a full year, is not entitled to any leave at all.

(vi) Leave shall be taken during the dead season at the factory. (4)

128. (i) Every senior worker, whether on daily or monthly basis, is entitled to annual leave with pay on a scale of 6 working days, provided that he has been working during the whole year (12 months' work).

(ii) Beginning with the third year of work, one day leave with pay shall be added for each year of work, up to the maximum of 12 days leave with pay. This clause to have no retroactive effect.

(iii) In case a worker has been working for less than a full year, he is entitled to leave, in proportion to the period actually worked.

(iv) A new worker shall receive annual leave with pay, on the above scale, as from the second year of his entrance into employment.

(v) A worker leaving the factory after having worked there for not more than a full year, is not entitled to any leave at all.

(vi) Leave shall be taken during the dead season at the factory.

Provided that a worker who has on 1.1.42 worked at the factory for more than six years, shall continue to have the advantage of the former regulations, i.e., one additional day of leave shall be added to the nine days of leave to which he is already entitled, up to a maximum of 12 days. (9)

129. All workers continuously employed in the cellars and the brewing room shall be entitled to three additional days of leave with pay, in addition to, but in accordance with, the present system of annual leave at the factory. (13)

130. Annual leave with pay awarded as follows:

Six working days after the first year of service with an additional day after each subsequent year, up to ten days after five years of service. The leave to be consecutive, and not to be converted into money compensation.

Juveniles under 18 years to be granted a fortnight's leave per year. (18)

131. Every worker shall be entitled to 6 days' annual leave with pay after the first year of employment, with an additional day after each subsequent year, up to 10 days after 5 years. (23)

132. Every worker shall be entitled to 6 days leave with pay per year, after the completion of one working year, even if the factory worked during that or any other year for 220 working days only. A worker shall be entitled to 3 days' leave with pay per year, after the completion of one working year, if during such year the factory did not work more than 220 but not less than 120 working days. (25)

133. A worker who has completed one year's service, shall be entitled to six days annual leave with pay, with an additional pay for each further year of service, up to a maximum of twelve days per year; the leave to include the Passover week. (32)

134. Annual leave fixed as follows:—

(a) *Daily workers*:—

Annual leave with pay shall be granted to every worker for each calendar year in which 300 days have been worked by him. If the worker did not work on 300 working days of a calendar year, he shall be entitled to a proportionate part of leave.

Six days leave shall be given after the completion of the first year of service, with an additional day for each further completed year of service, up to a maximum of twelve days per annum.

Leave shall be consecutive, and shall not be converted into money compensation. Overtime work shall not be taken into account in calculating the amount of leave to which a worker is entitled.

(b) *Monthly workers*:—

Annual leave granted to monthly workers shall remain at the existing scale of two weeks per year. (35)

135. After one year of continuous service an annual leave of six working days shall be granted to every worker. For each additional year of service one additional day of leave shall be granted, up to a maximum of twelve working days per annum. (40)

136. Annual leave with pay of six days for the first year of employment, with an additional day for each further year of employment, up to a maximum of twelve days per year, awarded with retroactive effect. (41)
137. Every permanent worker, employed at the undertaking for not less than twelve consecutive months, shall be eligible for annual leave of twelve working days. Religious holidays enumerated in the award may be regarded as part of the annual leave. (43)
138. Six days' annual leave with pay shall be granted after the completion of the first year and eight days after the completion of the second year of service. (49)
139. Six days' annual leave with pay awarded. (50)
140. Every adult worker who has been employed for one year shall be granted annual leave with pay.

The annual leave shall be six days in respect of the first year of employment, and thereafter one additional day shall be added in respect of each further year of employment up to a maximum of 12 days in respect of the seventh and any further year of employment. (52)

141. Six days' annual leave with pay shall be granted to every adult worker after the completion of one year employment in the factory, with the addition of one day for each further year of employment, up to the maximum of 12 days per year.

Leave shall not be converted into money compensation. (53)

SICK LEAVE.

142. The Board refrained from granting sick leave with pay to the workers. (13)
143. Sick leave with pay up to a maximum of 20 half working days, awarded under the following conditions:—
- (i) Where the worker is ill for less than 12 days—payment to start from the 4th day of illness;
 - (ii) Where the worker is consecutively ill for 12 days or more—payment to start from the 1st day of illness;
 - (iii) Production of a medical practitioner's certificate;
- Provided that the payment by the Sick Fund is made to the worker at the same rate as this Institution would have paid, had not the present award granted sick leave with pay; and provided that an amount equal to half the payment so granted to the worker by the Sick Fund shall be deducted by the employer from the amount of sick pay to be paid by him. (32)
144. Claim for sick leave with pay—rejected. (41)
145. Sick leave with pay, amounting to seven days a year in the case of an unmarried permanent monthly worker, and to fourteen days a year in the case of a married permanent monthly worker, awarded. Any sick pay received by the worker from Kupath Holim, shall be passed on by him to the employer. (43)
146. Sick leave on full pay, at the rate of two weeks per annum, shall be granted to every worker after the completion of six months of service. (46)
147. Sick leave with full pay up to a maximum of ten days per year, and, thereafter, with half pay up to a maximum of ten further days per year — awarded. (50)
148. The claim for sick leave with pay was withdrawn during the proceedings before the Board from the agenda of the points at issue by agreement between the parties. (52)
149. The Board rejected the claim for the grant of sick leave with pay to adult workers, after having increased the employer's contribution to the workers' Sick Fund from 2% to 3%. (53)

LEAVE—OTHER POINTS.

150. Ten days in the year, nine of them being religious holidays and the remaining day being the 1st of May, are recognised holidays on which no work is done and for which no wages are being paid. (35)

IV. TRAINING AND GRADATION.

APPRENTICESHIP.

151. Status quo, whereby juvenile female apprentices pass to the category of skilled female labour after two years of apprenticeship, maintained by the Board. (2)

152. The employment of apprentices shall be restricted so as not to exceed 30% of the number of skilled workers in each group. (9)

153. Apprentices shall get on entry a basic wage of 100 mils per day, with an increase of 25 mils after every 6 months, bringing their wages, after the completion of 2 years' apprenticeship, to 200 mils per day. Apprentices at present employed shall be paid in accordance with this scale, calculated on the time of their employment at the workshop. (11)

154. The employer, in collaboration with the Inspector of Labour, shall institute an investigation into the status and age of young workers, who on attaining the age of 18 years shall be paid as adult workers. It shall, however, remain in the discretion of the employer to promote a young worker to the status of an adult worker, in so far as remuneration is concerned, even before he attains the age of 18, if the employer considers him fit to undertake the work of adults. (15)

155. The management is not entitled to employ male or female juveniles to perform tasks proper to adult male or female workers, but those apprentices at present employed in the factory shall continue being employed and trained as skilled workers. (35)

156. Wages of apprentices fixed as follows:—

A. *Wages of apprentice glass blowers engaged on piece work:—*

(i) The calculation of the piece work element of the apprentice glass blowers shall be based on a unit of production equal to that of the experienced glass blowers;

(ii) the basic wages of apprentice glass blowers during the first nine months of their independent work on the piecework system, shall be 325 mils p/d plus the current cost of living allowance;

(iii) during the period of the next nine months, the apprentice glass blowers shall receive a basic wage of 475 mils p/d plus the current cost of living allowance.

B. *Wages of apprentices in the production department:—*

An apprentice shall receive the following basic wage (mils p/d):

During the first month — 150; thereon up to the end of the fourth month — 190; thereon up to his attaining the age of 18 years — 230.

C. *Wages for night work of apprentices:—*

Apprentices, like adults, shall receive for night work, i.e. work in the third shift between 10 p.m. and 6 a.m., an allowance of 100 mils per shift (exclusive of cost of living allowance). (38)

157. Gross wages of apprentices (i.e. basic wages plus cost of living allowances, at the rate of 148%) fixed within the limits of £P. 3.500 to £P. 6.— per month. (43)

158. Apprentices shall be paid 140 mils per day during the first two months of work, after which period both parties shall negotiate directly in order to fix wages in accordance with the progress in work. (44)

159. The basic wages of apprentices shall henceforth be based on the part served of the three years' period of apprenticeship, and shall be on entry into apprenticeship 100 mils per day, with an increase of 30 mils per day after every six months.

The basic wages of apprentices employed at the time when this award comes into force shall be calculated on the period of apprenticeship served until that date.

Every apprentice shall be granted during the period of apprenticeship 12 days of annual leave with pay, provided that if any apprentice after the completion of his apprenticeship becomes employed as a worker by the same employer with whom he was an apprentice, he shall then, with respect to annual leave with pay, be in the same position as any other newly engaged worker, i.e. his annual leave in respect of his first year of employment as worker shall be six days.

See also Basic Wages.

(52)

160. Apprentices shall not be allowed to work overtime.

Apprentices shall receive 12 days' annual leave with pay during their three years' period of apprenticeship.

Compensation in cases of accidents sustained at work shall be paid to apprentices at the Workmen's Compensation Ordinance rates at the time being in force.

In view of the fact that apprentices in this factory were previously entitled to sick leave with pay, they shall be eligible for 18 working days' sick leave with pay per year during their 3 years' apprenticeship period, after the completion of the probationary period of 3 months.

This sick leave shall not be accumulated over the period of one year.

As a 3 years' contract of apprenticeship exists in this factory, an apprentice shall not be dismissed during this period, nor shall he leave the factory, except

(i) during the probationary period of 3 months,

(ii) upon having been found guilty of committing a criminal offence or a severe breach of discipline, in which case the apprentice, if he considers the allegation unjust, shall be entitled to request that the matter be referred to a sole arbitrator,

(iii) by agreement with the Workers Committee.

No dismissal indemnity shall be paid to dismissed apprentices.

Apprentices who attend evening classes for vocational training shall be released by the management for this purpose one hour earlier on two days per week during the period of a training course, and shall be paid for these two hours as for normal hours of work. The apprentice shall be obliged to prove to the employer that he attends the course regularly.

Apprentices' basic wage rates fixed as follows (mils p/d):—

On entry — 75; after 6 months — 100; after 12 months — 125; after 18 months — 150; after 24 months — 200; after 30 months — 250. (53)

TRAINING.

161. Adult workers being trained to become skilled shall not be paid less than unskilled workers, and preference in training shall be given to the unskilled workers already employed at the factory. (10)

PROBATION.

162. A probation period of one month fixed for new workers, in the course of which period the management may dismiss the worker at its discretion. The probation period may, with the consent of the worker, be extended for one or two further months. (2)

163. All new workers entering employment after the date of the award shall be deemed to be accepted on probation. The period of probation will be 3 months for unskilled and 6 months for skilled workers, but it may be extended in individual cases by mutual agreement.

During the period of probation the employer may dismiss the worker with one day's notice for each month of work, or with half pay for such days, in case of immediate dismissal. (9)

164. A period of probation of two months laid down, during the first month of which the employer is entitled to dismiss a worker without notice, while a three days' notice must be given during the second month. (18)

165. The period of probation for newly engaged workers shall be thirty working days. (35)

166. A probationary period of six weeks fixed, during the first four weeks of which period the worker may be dismissed without notice, while during the last two weeks two days' notice must be given. (41)

167. A probationary period of six months fixed, during the first three months of which period a worker may be dismissed without notice, while a week's notice is required in case of dismissals effected in the course of the subsequent three months. The same conditions apply to a worker who wants to leave employment. (43)

168. See Notice of Dismissal. (53)

GRADATION.

169. The introduction of a system of grading of the workers on the basis of periodical tests, giving them a reasonable chance of advancement, prescribed. (15)

V. DISCHARGE OF LABOUR.

DISMISSALS.

170. In the light of the existing works agreement the discharge in the individual case under consideration was considered by the Board as justified. (1)

171. After the probation period is ended, the workers may not be dismissed in the case of reduction of work, except in the inverse order of their entry into employment, unless the consent of the Workers Committee has been obtained. (2)

172. Dismissals may take place in cases of misconduct, or for other sufficient reason to be laid down in the Works Regulations. (9)

173. The Board decided that contrary to the employer's views there were no grounds for the dismissal of three workers. (18)

174. See Arbitration Board Procedure. (24)

175. Workers shall be dismissed only for sufficient reason, and in agreement with the workers or their representatives. (32)

176. Parties shall fix by agreement the number of workers who shall be dismissed from employment in order to secure full employment for the remaining workers, as prescribed by the award.

The number of bread deliverers shall be reduced immediately in order to secure the remaining deliverers full time work in accordance with the award. The selection of the deliverers to be retained shall be agreed upon by the parties or, failing that, referred to a single arbitrator. (32)

177. During the period of probation (thirty days) the employer shall be entitled to dismiss a worker without previous notice.

After the probationary period of thirty working days has been completed, two weeks' notice is required in case of dismissals, which shall take place for sufficient reason and in agreement with the Works Committee.

In certain cases of infringement of discipline by the worker (enumerated in the award) no notice of dismissal need be given. (35)

178. In case of reduction of work at the factory, the amount of work available shall be distributed among the workers after consultation and in agreement with the Works Committee. The workers engaged last shall be the first to leave. If work is resumed after an interruption, those workers whose employment was temporarily interrupted shall be reinstated, the last to leave being the first to be re-engaged. (35)

179. Dismissals of workers who have completed their probation shall be effected in consultation with the Workers Committee. In case of dismissals by reason of alleged gross disobedience, a criminal act and the like, the Workers Committee shall be entitled to appeal to private arbitration for a decision on any disagreement as to whether sufficient reason exists for the dismissal. (41)

180. After the expiration of the probationary period, dismissals are only admissible for valid reasons and with a fortnight's notice. The same conditions apply to a permanent worker who wants to resign.

On certain disciplinary grounds (enumerated in the award), a worker may be dismissed forthwith, without compensation; he shall however have the right to summon the employer to private arbitration, which shall decide whether the dismissals are justified, which decision being in the negative, the worker shall be reinstated, and, should the board so recommend, be paid for the working time lost. (43)

181. Upon a claim for reinstatement of three workers, two of them were considered by the Board as having left employment out of their own free will, while the third worker was considered to be still an employee of the Company, to whom the provisions of the present award applied, should the Company wish to dispense with his services. (50)

182. The employer shall consult the Workers Committee in respect of each case of intended dismissal; the final decision, however, lies with the employer.

See also Notice of Dismissal, Dismissal Indemnities and Workers Organisation—Other Points. (53)

DISMISSAL INDEMNITIES.

183. Whereas there was ample room for genuine misunderstanding of the terms of the works agreement, the dismissed worker shall be paid full wages from the date of dismissal to the date of the award, and such gratuities and compensation as may be due to him on termination of his employment. (1)

184. Upon the claim for the reinstatement of several dismissed workers, or, alternatively, for indemnity due to them, the Board adjudged that no indemnity need be paid to workers who had already been reinstated, or who would be so within the period of one month from the date of the cessation of the strike, while to workers who, unless upon their own refusal, were not to be reinstated as above, an indemnity of one week's pay for every completed year of service should be paid, provided that a worker who had completed more than 4 years of service should be entitled to 2 weeks' pay for each year so worked.

The Board further instructed the parties to include in the Works Regulations a general rule as to indemnity, the above clause not being intended to serve as a precedent. This rule should contain a provision whereby dismissal caused by an interruption in the continuation of work for more than two and a half months should give the worker the right to ask for indemnity, upon doing which he would be deemed in all respects to be a new worker, in case he were reinstated after having received the indemnity. (9)

185. Claim for indemnity to two dismissed workers — rejected. (18)

186. A dismissal indemnity equal to two weeks' wages in respect of each year of service, shall be paid to a dismissed worker; the wage to be the average weekly wage earned by the worker during his period of service. (32)

187. A dismissed worker shall be entitled to two weeks' compensation for each calendar year of service with the factory, irrespective of the number of the days actually worked by him in any such year.

After an interruption of work for more than four consecutive months or if work was provided for the worker for less than 150 working days during the year, the worker is entitled to consider himself as dismissed and claim dismissal indemnity as above.

If a worker after 2 years of work (600 working days) is compelled to leave the factory for reasons of health, he shall be entitled to compensation as above. (35)

188. In case no agreement can be reached on a claim for dismissal indemnity, the matter shall be referred to arbitration. (40)

189. A worker who has been employed for not less than one year, and who has been dismissed with notice, shall be entitled to a dismissal indemnity, the amount of which, failing agreement between the parties, shall be fixed by private arbitration. (41)

190. A permanent worker shall be entitled to receive on dismissal a gratuity computed in accordance with the number of his years of service with the undertaking. Any difference as to the amount shall be settled by private arbitration. (43)

191. A leaving gratuity at the rate of two weeks' pay for each year of service shall accrue to each worker after the completion of the first year of satisfactory service. (46)

192. Dismissal indemnities shall be paid as customary hitherto. (49)

193. Claim for dismissal indemnity — rejected. (50)

194. Adult workers, unless dismissed for a criminal offence, in which case no indemnity is payable, shall be entitled to a dismissal indemnity of 12 days' wages for each year worked at the factory. The indemnity shall be calculated on the average basic wage during the time of employment plus cost of living allowance at the rate in force at the time of a dismissal.

If a worker is dismissed for a breach of discipline, he shall be entitled to indemnity, provided however that if the employer claims that the breach of discipline was committed deliberately to secure dismissal and to receive the indemnity, the case shall then be referred to a sole arbitrator for decision. (53)

NOTICE OF DISMISSAL.

195. In the case of workers who have passed the probationary period, the employment cannot be terminated by either side except on expiration of one week's prior notice, provided that where existing agreements contain provision with regard to notice, those provisions shall apply in lieu of the above. (2)

196. Two weeks' notice by either side is required to terminate the contract of employment. (9)

197. A fortnight's notice shall be granted to a worker to be dismissed, unless he has committed a criminal or immoral act. (32)

198. Fourteen days' notice shall be given to the workers in case of a temporary interruption of work, provided that no notice is required when the raw material is confiscated, requisitioned or "frozen".

See also Discharge of Labour. (35)

199. Notice shall be given to a worker to be dismissed. The notice to a worker who has completed his probationary period of three months shall be given a week before the dismissal if he has worked at the factory for less than one year, and two weeks before the dismissal if he has been employed for more than one year. (40)

200. A worker who has completed his probationary period shall upon dismissal be given two weeks' notice, provided that no notice shall be given to a worker to be dismissed for gross disobedience, for a criminal act and the like. (41)

201. See Discharge of Labour. (43)

202. On retrenchment, every worker shall be granted one week's notice, or one week's pay instead. (46)

203. On dismissal, two weeks' notice, or pay in lieu thereof, shall be given to every worker who has completed one year's service with the undertaking, in the absence of higher contractual obligations. No notice or pay in lieu thereof shall be required to be given in cases of misconduct. (50)

204. After the period of probation of 3 months, one week's notice shall be given during, and two weeks' notice after, the completion of the first year of work, in case of dismissals of adult workers.

No notice shall be required to be given in case of any criminal offence or of severe breach of discipline, so however, that a worker after his dismissal shall be entitled to request the appointment of a sole arbitrator if he considers such allegation to be unjustified. (53)

VI. DISCIPLINE, WORKS REGULATIONS, STANDARD OF PRODUCTION.

DISCIPLINE, WORKS REGULATIONS.

205. The parties were called upon by the Board to agree within 6 weeks upon Works Regulations, which should be submitted to the Board for approval. Failing the parties' agreement, the Board would give its decision in the matter.

Seven months after the Award was given, detailed Works Regulations were issued by the Board, part of them having been agreed upon by the parties, another part following the Award, and a third part having been decided upon by the Board.

The Works Regulations deal with the following points:—

Employment, workers' committee, probation, dismissals, indemnities, seniority, interruption of work, medical treatment in cases of accidents, labour cards, discipline, responsibility for machines and tools, safety and hygiene, notice of accidents, production, penalties. (9)

206. The Board imposed upon the parties to furnish their comments on the proposed works regulations, which latter regulations, after having been confirmed by the Board, would form an inseparable part of the award. (18)

207. Detailed rules of discipline laid down by the Board. (18)

208. All workers who had worked at repairing the lorry which was delivered to the military authorities in unsafe condition are hereby severely reprimanded; especially two workers who are considered to be chiefly to blame in the present case (the worker responsible for the repairs to the lorry having left employment). This reprimand is to be regarded also as a serious warning to all workers employed at the undertaking.

If an incident similar to that above occurs in the future, the employer shall be entitled to discharge any worker concerned, who is proved to be guilty of negligence, without the payment to him of any compensation upon his dismissal. (29)

209. In mutual consultation the management and the works committee shall prepare works regulations, which shall define the respective rights and obligations of the management and the workers, and shall include detailed rules relating to discipline, representation of workers and welfare, set out in the award, which rules shall be held binding upon both parties as from the date of the award. (29)

210. A worker accused of misconduct shall be notified of the charge, which should be investigated by the employer in consultation with the Palestine Arab Workers' Society. (46)

211. The Board decided that the employer should prepare a draft of Works Regulations and propose it to the workers' representatives, whereupon parties should discuss the matter with a view to arriving at an agreement. In case of the parties being unable to arrive at an agreement within two months after the publication of the Award, either party should then be entitled to request the Board to decide upon any point with respect to Works Regulations which may then be at issue. (52)

PRODUCTIVITY OF WORK.

212. Detailed rules concerning the productivity of work laid down by the Board. (18)

213. The management shall ensure by efficient supervision that workers' job books are accurately kept by each worker required to keep a job book. (29)

VII. WORKERS ORGANISATION.

RECRUITMENT OF LABOUR.

214. The duration of a provisional agreement between the parties, whereby the employer was bound to recruit 75% of his workers through the Labour Exchange of the General Federation of Jewish Labour, but was free as to the recruitment of the remaining 25%, was prolonged by the Board for a period of seven months from the date of the award.

The Board wanted it to be clearly understood that the above decision was based on the merits of the case, and that it was not to serve as a precedent. (9)

215. The Board recommended that an amicable agreement be reached between both parties within six months, to the effect that the local Labour Exchange be used for the recruitment of labour to the factory. (10)

216. In the matter of recruitment of labour the Board held:—

(a) The usage at present prevailing at the factory is confirmed.

(b) If within 24 hours after the application by the employer to the Labour Exchange for unskilled workers, and within 48 hours after the application for skilled workers, the requested workers are not sent, the employer is free to recruit the required workers from wherever he likes. (18)

217. The employer shall recruit 90% of the workers through the General Exchange, and shall have a free hand with regard to the recruitment of the remaining 10%. (35)

218. The percentage of workers and apprentices to be recruited through the General Labour Exchange, the National Labour Organisation and by independent selection by the employer, to be 84%, 8% and 8%, respectively. (38)

RECOGNITION OF WORKERS ORGANISATIONS.

219. A Workers Committee elected by all workers shall represent the workers and their interests before the employer, who shall recognise the Committee as such duly appointed representative, and shall negotiate with it on all matters of interest to the workers.

The system of election of the Committee shall be prescribed in the Works Regulations. (9)

220. The Board held: The Workers Committee shall represent the workers vis-a-vis the employer. If the Committee desires to cooperate with any labour organisation, such cooperation has to be admitted, and the so constituted body has to be recognised as the proper representative of the workers, provided, however, that should the Committee approach a labour organisation to which the majority of the workers does not belong, new elections of the Committee must then take place, if requested by one worker only. (10)

221. See Discipline, Works Regulations. (29)

222. A works committee, elected by the workers and confirmed by the local Labour Council, shall be recognised by the employer as representative of the workers in all matters concerning the work at the factory. A representative of the local Labour Council shall be entitled to take part in all negotiations between the Management and the Works Committee. (35)

223. The Workers Committee shall be recognised by the employer as representative of the workers in all matters relating to labour. (41)

224. The employer shall recognise the Workers Committee elected by the workers and confirmed by the Jerusalem Labour Council. (43)

225. The Workers Committee shall be recognised by the employer as being representative of the workers in all questions relating to labour. Distribution and order of work lies however with the management. The Workers Committee shall not interfere with the technical, administrative or business matters of the factory. (53)

WORKERS ORGANISATION — OTHER POINTS.

226. The Board considered it desirable that in the case of the resignation of the workers' committee, the resigning members should be deemed to continue their functions until their successors were appointed. (2)

227. Upon the claim for the reinstatement of one worker, allegedly dismissed by reason of his activities in the interest of his fellow workers and his labour organisation, the Board held that had the above been proved, the Board would then order the reinstatement of the dismissed worker. However, the evidence brought forward did not support the above allegation. (9)

228. No worker shall be dismissed by reason of his trade union activities. If a worker claims that this has been the reason for his dismissal, he shall be entitled to request the appointment of a sole arbitrator, to whom the case shall be referred for decision. (53)

VIII. SAFETY, HEALTH, WELFARE.

SAFETY.

229. The supply of protective clothing to operatives, where it is deemed necessary by the Inspector of Labour, should be favourably considered by the employer. (15)

230. Aprons to workers working with kerosene, and hand gloves to male and female workers cleaning kerosene cans, shall be supplied by the management, free of charge. (17)

HEALTH AND HYGIENE.

231. Whereas the Board considered that the conditions of work at the Zur plant were unsatisfactory, it therefore awarded that a special allowance at the rate of 15% of the basic wage, with a minimum of 20 mils per day, should be paid to each daily paid worker employed at the filling plant and the tin factory at Zur. This special allowance to continue until a new factory has been commissioned to the satisfaction of the Inspector of Labour.

On the 10th May, 1943, the above clause was amended to the effect that the above special allowance should not be paid to workers at the plant at Zur other than those employed in the tin-making sections, the solder section and the filling section, for the reason that the working conditions in other sections were not such as to warrant the payment of the allowance. In the above cases where the payment of the allowance was prescribed, it was to continue until such time as the machines were safeguarded, adequate sanitary arrangements introduced and first aid facilities provided, all of them to the satisfaction of the Inspector of Labour. The Board also considered that there was overcrowding in the tin and the soldering sections. The Board recommended that the advice of the Inspector of Labour be sought with regard to the amelioration of the conditions of work.

On the 2nd March, 1944, after hearing evidence of the Inspector of Labour to the effect that the unsatisfactory conditions of work specified in the above amendment had been satisfactorily dealt with, the Board was of the opinion that there was no ground for the continuation of the payment of the special allowance, which payment should accordingly be discontinued.

232. The Board recommended the carrying out of periodical medical examinations of all workers employed at the factory, and compliance with advice of an agreed medical supervisor. (15)

WELFARE.

233. The supply free of charge of nourishing food, e.g. milk, to operatives in the filling and soldering departments, prescribed. (15)

234. Workers are to take their meals only at places so designated, which latter are to be provided for in an adequate manner by the management. (18)

235. See Discipline, Works Regulations. (29)

236. Claim for the provision of free medical treatment during sick leave — rejected. (50)

IX. CONTRIBUTIONS.

ACCIDENT INSURANCE AND COMPENSATION.

237. Compensation for accidents shall be paid in accordance with the Workmen's Compensation Ordinance rates, at the time being in force. (23)

238. The employer is bound to insure against liability for industrial accidents. (32)

239. Compensation in cases of accidents shall be paid at the rate for the time being in force under the Workmen's Compensation Ordinance. (35)

240. Claim for compensation for accidents in excess of the statutory £P.1.500 a week — rejected. (38)

241. Compensation for accidents shall be paid in accordance with the rates provided for in the Workmen's Compensation Ordinance. (41)

242. The employer shall insure all workers against accidents; the rate of compensation to be in accordance with the Workmen's Compensation Ordinance. (43)

243. Workers' claim for higher accident compensation rates — rejected. (45)

244. The employer shall insure all workers against accidents. (49)

245. The Board decided that compensation in cases of accidents should be paid at the rates provided for under the Workmen's Compensation Ordinance. Considering, however, that the weekly payments under the Ordinance were, under the present circumstances, inadequate, the Board decided to ask the employers involved in the dispute voluntarily to arrange for higher compensation payments for their workers. (52)

246. Compensation in cases of accidents sustained at work, shall be paid in accordance with the Workmen's Compensation Ordinance rates at the time being in force. (53)

CONTRIBUTION TO SICK FUND.

247. In cases of industrial accidents, the employer is bound to grant medical treatment to the workers through the Sick Fund of the General Federation of Jewish Labour; and his contribution to that Fund shall be in accordance with the letter sent to him by that institution. (9)

248. The employer shall continue to contribute to the Kupath Cholim Amamith until the expiration of his contract with that institution. After this date, the employer shall contribute to such Sick Funds, respectively, to which each individual may request him so to do, provided that the employer shall then contribute not less than he has or is to pay to Kupath Cholim Amamith for the same service. (10)

249. Contribution to Sick Fund shall be paid by the employer, as agreed between the bakers and the Sick Fund of the General Federation of Jewish Labour, at the rate of 9 mils per sack of flour. (32)

250. A sick fund contribution at the rate of 3% of the gross wages bill, i.e. basic wages plus cost of living allowances, shall be paid by the employer to any recognised Sick Fund to which the individual worker may belong. (35)

251. The employer shall pay a contribution at the rate of 3% of the wages bill to the Sick Fund of the General Federation of Jewish Labour. (41)

252. The employer shall contribute to the Sick Fund of the General Federation of Jewish Labour 3% of the total of the basic wages of the workers. (43)

253. Contribution to Sick Fund at a rate to be agreed upon between the Sick Fund and the employer, shall be paid by the latter. (49)

254. Considering that the employers had before the Board expressed their willingness to contribute to the Sick Fund of the General Federation of Jewish Labour, so that the amount of such contribution only remained a point at issue, and considering further that the ordinary rate contributed by the employers to that Sick Fund generally was 3% of the gross wages bill, and that the majority of such garages as had already individually agreed to contribute to the above Sick Fund actually paid according to that rate, the Board decided that each employer should pay a contribution at the rate of 3% of the gross wages of each individual worker to the Sick Fund to which the workers belong. (52)

255. Sick Fund contribution at the rate of 3% of the wages bill shall be paid by the employer to the workers' Sick Fund. (53)

CONTRIBUTION TO PROVIDENT FUND.

256. The Board decided that the contributions to the Provident Fund should be paid at a percentage rate of the gross wages (i.e. basic wage plus cost of living allowances). (8)

257. The Board recommended: the parties to enter direct negotiations on the subject of contribution by the employer to the workers' provident fund. (18)

258. The Board, having noted that the employer had already decided to establish a provident fund with retroactive contributions on his part, recommended to the employer to resume now his interrupted investigations into the details to be adopted to enable the provident fund to be established. (50)

X. ARBITRATION BOARD.

ARBITRATION BOARD — JURISDICTION.

259. The Board did not consider itself limited to the points at issue mentioned in its letter of reference. (2)

260. The representative of the Jerusalem Electric and Public Service Corporation having put forward the argument, that the Corporation should by virtue of its special status under the concession be regarded as an offshoot of Government, and that, therefore, a dispute to which the Corporation was a party might be considered a dispute to which Government was a party, (Defence Regulation 46A (3), the Board

was of the opinion that Government did not regard the Corporation as such, this being evident from the fact that the High Commissioner had referred the dispute to the Board.

On considering the question whether or not the Corporation should, as a public utility company, be considered on the same basis as other industries, no arguments having been put forward for considering public utility concerns on a different basis from other industries, save that Government and the public were interested therein, which applied with equal force to the manufacture of commodities for consumption, more especially, the production of essentials, and having noted that public utility undertakings had accepted the basis for the payment of cost of living allowances to their employees on a scale in harmony with the industrial agreement, as endorsed by the Wages Committee of the War Supply Board, the Board was of the opinion that it was natural for the workers of the Corporation to demand similar treatment, and saw no reason for rejecting such a demand. (5)

261. All disputes that will arise out of the award or out of the Works Regulations, and are not within the jurisdiction of the Board, in accordance with paras. 16, 17 and 18 of the Defence (Trade Disputes) Order, 1942, shall be submitted to arbitration in accordance with the Arbitration Ordinance. (9)

262. The Board was of the opinion that it could not deal with claims which were not points at issue in the dispute, as originally reported to the Department of Labour. (33)

ARBITRATION BOARD—PROCEDURE.

263. In addition to finding the employees' claim for bonus unjustifiable, the Board was of the opinion that as the dispute arose out of the employees' demand that they should be granted a cost of living allowance on a scale which applied in other industrial undertakings, it was, therefore, this issue that the Board was asked to settle. Furthermore, it appeared that the bonus demanded by the employees was in respect of a period prior to the date on which the dispute was reported.

Since, in view of section 16 of the Defence (Trade Disputes) Order, 1942, no earlier date could be specified, the award to be valid as from the date on which the dispute was reported. The Board, however, desired to express a hope that the Corporation would consent to the grant of the cost of living allowances awarded, as from the date, prior to the date of report, on or about which former negotiations between the parties had begun. (5)

264. Parties having come to an agreed solution on the question of revision of basic wage rates, which was to take effect from a date prior to the date of the report of the dispute, and remain in force for eleven months, the Board endorsed the agreement. (8)

265. Except where otherwise expressly stated in the context, the award to have no retroactive effect. The award to remain in force until varied or reviewed in accordance with paras. 16 and 18 of the Defence (Trade Disputes) Order, 1942. (9)

266. The workers having during the hearing before the Board submitted new claims, not originally reported, the Board gave its decision upon these claims.

The award to take effect as from a date prior to the date of report of the dispute. (10)

267. The Board declined to deal with a demand which had not been a point at issue in the dispute referred for settlement. (14b)

268. Whereas the demands of the workers concerning the amelioration of sanitation, the improvement of conditions of leave and grant of free medical treatment had not been previously submitted by the workers to the employer, the Board did not consider it expedient to make any award concerning these demands. (15)

269. Increases in wages awarded from dates prior to that on which the dispute was reported to the Director. (16)

270. Certain claims, submitted to the Board in its first meeting were rejected on the ground that they were additional claims not reported at the outbreak of the dispute.

The Board did not consider itself competent to decide on increases of wages for the period before the dispute had been officially reported. (17)

271. Members of the Workers Committee shall be paid wages for time spent in attending the conciliation and arbitration meetings. (18)

272. The Board recommended to the employer to agree to the increase in wages awarded taking effect as from a date prior to the date of report of the dispute. (21)

273. See Cost of Living Allowances. (22)

274. The points at issue in the dispute being the dismissal of a worker and the claim for strike pay, and whereas the worker was subsequently reinstated and then dismissed by agreement, and the parties presented to the Board for endorsement an agreement stating that the worker had been dismissed from his work, and that the workers at the factory had received one day's wages, the Board found that there was no dispute to be settled between the parties, and refused to endorse the above agreement. (24)

275. Other points at issue upon which both parties agreed and which were brought to the knowledge of the Board, should, it was recommended, continue to be observed, although excluded from the terms of the award. (25)

276. Parties having come to an agreed solution on the question of increase in basic wages, to take effect from a date prior to the date of the report of the dispute, the Board endorsed the agreement, on the understanding that the increase in basic wages was not to serve as a precedent for other branches of industry. In endorsing the agreement, the Board was convinced that the employer's declaration to the effect that no increase in prices of his products would result from the increase in the wages, could be relied upon. (30)

277. Upon request of both parties, the Board ruled that the award should take effect from a date prior to the date of the report of the dispute, and should remain in force for a period of one year. (31)

278. Parties having reached agreement on all points at issue, and having submitted the agreement on one of them for endorsement by the Board, the latter complied with this request.

Upon request of both parties, the award to be valid from a date prior to that on which the dispute was reported to the Director. (34)

279. All questions at issue between the parties having been settled by a private arbitration award, which was accepted by both parties, the parties submitted the clause of the award dealing with basic wages for endorsement by the Board, with which request the Board complied.

At the request of the parties, the award to be valid from a date prior to that on which the dispute was reported. (37)

280. The Board wished it to be understood that no clause of the award should constitute a precedent for other factories which were not engaged in the manufacture of glassware of the same kind. (38)

281. The award to be valid from a date prior to that on which the dispute was reported to the Director, Department of Labour, and for the period of one year only. (40)

282. The parties having arrived at an agreement, to be valid for a fixed period and embodying additional points not pertaining to the dispute, which were however included in order to establish general conditions of employment at the undertaking, the Board decided to endorse the agreement. (43)

283. The parties having arrived at an agreement on all points at issue, and having signed a comprehensive labour agreement for the period of one year as from a date prior to the date of report of the dispute to the Director, submitted one part of the agreement for endorsement by the Board, with which request the Board complied, leaving the period of validity clause unaltered. (44)

284. The Board made no award on the claim for the payment of a special bonus to certain workers, holding that this claim should be pursued by workers in a civil action. (47)

285. Whereas the claimants informed the Board that they withdrew their claims, and whereas they failed to appear before the Board, although invited so to do, the Board decided to dismiss the case. (48)

286. The employer shall not be bound to continue the payment of the war bonus after the war has ended, provided that with regard to the date of the discontinuation of the payment para. 16 of the Defence (Trade Disputes) Order, 1942, shall apply. (51)

287. The Board decided that the representatives of the workers' union should either submit an appointment in writing empowering them to act as agents for the workers of the undertakings involved, or should, in the alternative, arrange for the representatives of the workers to appear before the Board. In spite of neither of these steps having been taken by the union representatives, the Board ruled that the Award should be binding on the workers of the undertakings involved. (52)

288. The dispute having been settled by private arbitration, the parties submitted the part of the private arbitration award dealing with basic wage rates, as an agreed solution, for endorsement by the Board, with which request the Board complied.

The award to take effect from the date of report of the dispute and to remain in force for ten and a half months. (54)

ARBITRATION BOARD — OTHER POINTS.

289. The Board, though not admitting the general application of the principle that an increase in work or change in working conditions, caused by technical improvements, constitutes in itself a "substantial change" liable to terminate the validity of an award made on the basis of previous conditions, decided for the present particular case that the facts on which the previous award had been based had so substantially changed since the date of the previous award as to warrant the revision of its terms. (45)

XI. OTHER POINTS.

STRIKE PAY.

290. The Board awarded: whereas there was ample room for genuine misunderstanding of the term of the works agreement, strike pay is awarded to the workers. (1)

291. Employer's claim for damages and workers' claim for strike pay — rejected by the Board. (2)

292. Claim for strike pay — rejected. (8)

293. The claim of the employer for compensation for the damage caused by the strike, and the claim of the workers for strike pay, rejected. (9)

294. Claim for strike pay, and counterclaim by employer for compensation for damage entailed by the strike, rejected. (20)

295. See Arbitration Board Procedure. (24)

OTHER POINTS.

296. All other conditions of employment agreed upon by both parties shall remain unchanged. (31)

LIST OF UNDERTAKINGS.

<i>Name of Undertaking</i>	<i>Serial No. of Award</i>
Hovala Jerusalem, Ltd., Transport Co.	1
Ormo, Ltd., Button Factory, Ramath Gan	2
The Shell Co. of Palestine Ltd., Asphalt Factory, Agrobank	3
Zedak, Ltd., Knitting Factory, Rishon le Zion	4
Jerusalem Electric and Public Service Corporation, Ltd.	5
Assis, Palestine Fruit Products Co. Ltd., Bejerano Bros., Ramath Gan	6
Ormo, Ltd., Button Factory, Ramath Gan	7
Haboreg, Ltd., P.S.W., Palestine Screw Works, Nachlath Itzhak	8
Carmil-Delfiner, Textile Dyeing Works, Tel Aviv	9
Palestine Furs and Skins Factory, Tannery, Raanana	10
Tchernichov, Electro-Mechanical Works, Tel Aviv	11
Carbidan, Palestine Carbide Works, Ramath Gan	12
Palestine Brewery, Ltd., Rishon le Zion	13
L. Froumine and Sons, Ltd., Biscuit Manufacturers, Jerusalem	14
	(a) & (b)
The Shell Co. of Palestine, Ltd., Haifa	15
The Portland Cement Co., Nesher, Ltd., Haifa	16
United Industrial Co., Ltd., Metal Works, Tel Aviv	17
Hamalchim, Iron and Welding Workshop, Tel Aviv	18
Taassiyah Chemith Tel Aviv, Ltd., Chemical Works	20
Palestine Potash, Ltd., Dead Sea Salts Concession	21
Roth and Co., Ltd., Hasharon Flour Mill, Petah-Tiqva	22
Elyon, Palestine Tanning Co., Ltd., Nathanya	23
Glezer, Leather Factory, Petah Tiqva	24
Levant Glue, Ltd., Manufacture of Glue, Tel Aviv	25
Meat Wholesalers Co., Ltd., Jerusalem	26
New Auto Co., Ltd., Garage, Tel Aviv	29
Izhar, Oil Industry of Palestine, Ltd., Nachlath Itzhak	30
The Palestine Textile Printing Co., Ltd., Nachlath Itzhak	31
30 Tel Aviv Bakeries	32
Elegant, Arie Maierovitz, Shoe Factory, Tel Aviv	33
Priman, Ltd., Manufacturers of Canned Food, Nathanya	34
Okava, Ltd., The Palestine Razor Blade Works, Rishon le Zion	35
10 Jaffa Shoe Factories	36
Glezer, Leather Factory, Petah Tiqva	37
The Palestine Glass Manufacturing Co., Gavish Ltd., Rishon le Zion	38
Haboreg, Ltd., P.S.W., Palestine Screw Works, Nachlath Itzhak	39
Pfefferbaum Bros., Electrical and Mechanical Works, Nachlath Itzhak	40
Schechter and Co., Ltd., Flour Mill, Tel Aviv	41
Cafés and Restaurants Trade in Tel Aviv	42
Hamadpis Liphshitz Press, Art Printers, Jerusalem	43
Zedak, Ltd., Knitting Factory, Rishon le Zion	44
Carbidan, Palestine Carbide Works, Ramath Gan	45
Jerusalem New Flour Mills Co., Ltd.,	46
United Film Service (Palestine) Ltd., Tel Aviv	47
Hamoledeth Pencil Works, Ltd., Tel Aviv	48
Paldurit Cardboard Mills Co., Tel Aviv	49
The Awad Engineering Co., Ltd., Jaffa	50
Adir Co., Ltd., Aka Factory, Food Products, Jaffa	51
Palestine Garage Association, Tel Aviv	52
Polak Workshops, Surgical and Dental Instruments Manufacture, Tel Aviv	53
Dar, Ltd., Button Factory, Bnei Brak	54

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