

ACC 10000/146/491 091.442

LABOR CONTRACTS

AUG. 1943 - Nov. 1944

Q. M. C. Form 353 (Old No. 490)
Revised July 20, 1918

LIST OF PAPERS

File under No. 091.442

coll

LABOR CONTRACTS

HEADQUARTERS ALLIED COMMISSION
APO 294
LABOR SUB-COMMISSION

DS/rmw

6 November 1944

Tel : 473304

RKF : CFI-448

SUBJECT: Civilian Labor Contracts

TO : H.A.D.L. 1500 Civil Labor Unit

1. Your letter, reference CIV/11/243 of 17 October to the Regional Labor Officer, Southern Region, has been referred to this Headquarters for reply.

2. Please be advised that we do not have copies of contracts referred to. It is possible that some forms may be obtained by contacting the units actually entering into the contracts.

JONAS R. SMITH
Colonel, GAC
Acting Director
Labor Sub-Commission

Copy to:

Southern Region
Executive Officer

5310

LABOR SUB-COMMISSION
A.C.C.
Routing Slip

	Initials	Date
Colonel BAIN		
Colonel SMITH		
Major BABCOCK		
Major ALBRIGHT		
Major SCICLUNA		
Capt. DORF		
Capt. TOPLISS		
Capt. GIANMARCO		
Capt. SOLENBERGER		
Mr. CROSETTO		
Mr. SACHS		
Mr. DI FEDE		
Mr. CERRITO		
Chief Clerk		

5309

Labor 3 c
1013
442

HEADQUARTERS
SOUTHERN REGION, ALLIED CONTROL COMMISSION
AFO 394, U. S. ARMY

R/2108

19 October 1944

SUBJECT: Civilian Labor Contracts

TO : Headquarters, Allied Control Commission

1. Reference the attached letter dated 17 October 1944 from D.A.D.L. 2905 Civil Labour Unit.

2. Southern Region, A.C.C. has no outstanding Civilian Labor Contracts. It is possible that the contracts referred to may be those of A.C.C. Sub-Commissions at Headquarters in which event will you please take such action as is necessary in regard to this communication.

For the Regional Commissioner:

HEADQUARTERS
20 OCT 1944
A. C. C.

[Signature]
CIV I. WARREN
Lt. Col. Sp. Reg. AUS
Executive Officer

Incl.

1 Letter

CIW/jjf

COPIES TO:

Regional Labor Officer (2)

5308

(C O P Y)

Subject: Civilian Labour - Contracts. REF: CIV/12/148

To : Regional Labour Officer,
A.M.G., Southern Region

A request has been received by this H.Q. from the D.D.L., H.Q., 3 District to the effect that it would be appreciated if you could supply duplicate copies of all current labour contracts at present in force between A.M.G. (Southern Region) and all Civilian Contractors.

It would be appreciated if such copies were forwarded to this H.Q. for onward transmission, at your earliest convenience.

(s) - ? Major,

D.A.D.L. 2905 Civil Labour Unit

Field,

17 Oct 44

5307

LABOR SUB-COMMISSION
A.C.C.
Routing Slip

	Initials	Date
Colonel BAIN	<i>7/9/44</i>	
Colonel SMITH <i>X</i>	<i>MS</i>	
Major BABCOCK	<i>2013</i>	
Major ALBRIGHT	<i>Run</i>	
Major SCICLUNA		
Capt. DORF		
Capt. TOPLISS		
Capt. GIANMARCO		
Capt. SOLENBERGER		
Mr. CROSETTO		
Mr. SACHS	<i>fel</i>	
Mr. DI FEDE		
Mr. CERRITO		
Chief Clerk		

*Let Mr. M. J. Babcock**Lyde seems to be passing the
truck here - have this
discussed**5306*

SUBJECT: Contracts.

RE: ALLIED ARMS IN ITALY

Tel: FILPOT 203

LAB/206

5 Sep 44

D.D.L., Eighth Army (Rear).

D.D.L., 1 District.

D.D.L., 2 District.

D.D.L., 3 District.

C.G., FIFTH Army 'For attention Brit Invariant' - LABOUR.

A.D.L. (Br), ICM Allied Area Command.

Copy to: Labour Directorate, A.M.H.Q.
 Labour Sub-Commission, R.C., A.C.C. (A.P.O. 394).

A.F.A.

1. The general policy to be followed regarding contract labour is set out in Labour Directorate, A.P.O. letter PM/67, dated 15 Jul 44. The relevant portion is reproduced below:

"There is no hard and fast implication that contracts may not be used, and this is in line with Field Service Regulations. In order, therefore, to conserve as much as possible supervisory elements, allowing Civil Labour Units to proceed forward when required, contractors should be considered - especially in Docks, Railways, Roads, Camp and other construction."

"The following points should, however, be observed:

- (a) Contracts generally should be of short duration.
- (b) Tenders should be called for from several contractors for any particular job to ensure that, should there be any difficulty or stoppage of work, the contract can be switched to another contractor.
- (c) Care should be taken that the wage equilibrium is not upset (para. 17 of "Instructions regarding the Employment of Civil Labour" refers).
- (d) It is felt that contracts as a general rule should be confined to "heel" ports and back areas, although there will no doubt be exceptions. This to relieve Civil Labour Teams for forward areas."

2. It is emphasised that the placing of contracts is the responsibility of the Head of the Service at Area or Formation H.Q. It has been laid down, however, that representatives of Labour and A.C.C./AG will also be consulted before the contract is put into operation, to the end that the general wage equilibrium may be maintained.

Copy to:- Labour Directorate, A.F.H.C.
Labour Sub-Commission, H.C., A.C.C. (A.R.O. 394).

Q.
A.F.H.

1. The general policy to be followed regarding contract labour is set out in Labour Directorate, A.F.H.C. letter IV/57, dated 15 Jul 44. The relevant portion is reproduced below:

"There is no hard and fast implication that contracts may not be used, and this is in line with Field Service Regulations. In order, therefore, to conserve as much as possible supervisory elements, allowing Civil Labour Units to proceed forward when required, contractors should be considered - especially in Docks, Railways, Roads, Camp and other construction.

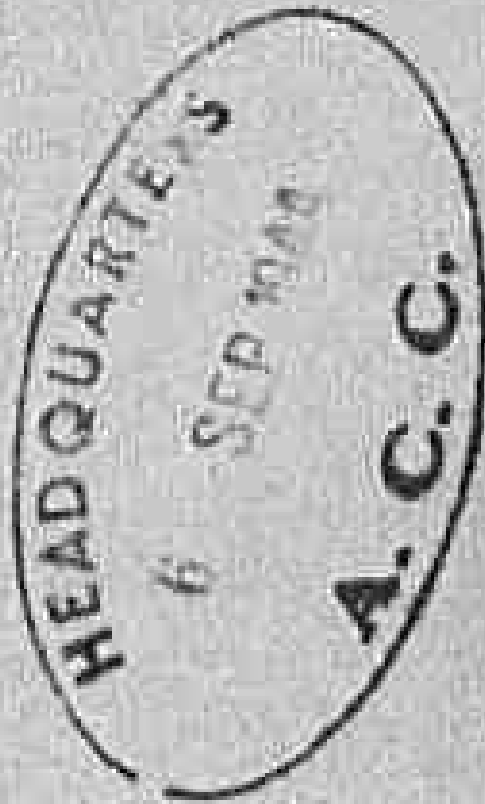
"The following points should, however, be observed:

- (a) Contracts generally should be of short duration.
- (b) Tenders should be called for from several contractors for any particular job to ensure that, should there be any difficulty or stoppage of work, the contract can be switched to another contractor.
- (c) Care should be taken that the wage equilibrium is not upset (para. 17 of "Instructions regarding the Employment of Civil Labour" refers).
- (d) It is felt that contracts as a general rule should be confined to "heel" ports and back areas, although there will no doubt be exceptions. This to relieve Civil Labour teams for forward areas."

2. It is emphasised that the placing of contracts is the responsibility of the Head of the Service at Area or Formation H.Q. It has been laid down, however, that representatives of Labour and ACC/AMG will also be consulted before the contract is put into operation, to the end that the general wage equilibrium may be maintained in that particular locality; and it is possible that the advice of Labour Officers may be sought regarding the general conditions of the contract.

3. The following are some possible suggestions for insertion in contracts entered into on behalf of the armed forces, and are intended as a guide to Civilian Labour Officers. The majority of the suggestions are applicable, particularly to construction contracts:

- (a) Provision requiring compliance with labour and social security regulations; also collective contracts, both of the Italian Government and ACC/AMG, including wage-stabilisation, price control and rationing as and when applicable;



...../ (b) The

- 2 -

- (b) The furnishing of a "Security Bond" to compensate for damages arising from failure to perform the contracts within the time specified, or in accordance with specifications, or in a satisfactory manner;
 - (c) Withholding of a certain percentage of the contract price for a period of 30 days or more after performance, to ensure payment of labourers, suppliers of materials and sub-contractors;
 - (d) Liquidated damages of a specified sum per day for each day's delay in performance;
 - (e) In the event of prolonged delay in completion or in the event of stoppage, the service arranging the contract to have the option of taking over and completing the contract, either by military or by civil labour. Any costs over and above the contract rate will be recoverable from the contractor in default, in addition to the liquidated damages accrued to the date of taking over.
4. It will be noted that these provisions are intended to provide various safeguards for the Allied Armed Forces, and will no doubt be discussed by Heads of Services with ACC/AFG representatives when framing future contracts. All contracts will be passed to the Assistant Financial Adviser, H.Q., A.A.I., or the Financial Adviser, A.F.H.Q., according to circumstances.
5. The whole question of contracts is understood to be under consideration by higher authority and further instructions are likely to be issued in due course.

/s/

Col. Brigadier, A.A.I.
Deputy Director of Labour.

File

HEADQUARTERS
ALLIED CONTROL COMMISSION
LABOR SUB-COMMISSION
APO 394

JTB/1c

LAB 091.442

22 August 1944

SUBJECT: Labour Taxes etc.

TO : Allied Force Military Railway Service Office of Director
General (Signal and Communication Branch) APO 400

Ref your letter of 4 August 44, same subject.

1. The information given to you by I.E.S. Roma is inaccurate in several respects. The following table sets out the correct figures.

1 - Social Insurance	2.65
2 - Accident "	5.--
3 - Syndicate levy	---
4 - Illness Fund	2.45
5 - Family Allowances	20.--
6 - Holidays	2.--
7 - Christmas Bonus	10.--
8 - Dismissal Indemnity	---.66
9 - Feast Days Indemnity	2.--
10 - Presence Indemnity	14.--
11 - Home Colonization	---
12 - Army Service Indemnity	1.--
13 - Integration Fund	5.--
14 - Edile Tax	2.--
	66.76

Notes:

a/ Social Insurance varies according to salary and duration of employment. The figure given is the daily contribution in respect of a worker earning L.100 a day who is employed for one week. **5304**

b/ Accident Insurance varies according to work and it is not possible to give an exact answer without more information. However 5% is the average premium for workers engaged in constructional work on the ROME/VITERBO Railway. The "Istituto Nazionale per l'Assicurazione contro gli Infortuni sul Lavoro" should be consulted.

- o/ The term Home Colonization is not understood.
2. The figures for Register Tax etc. are correct.

J.T.R. BAIN
Colonel,
Director Labor Sub-Commission

5303

Capt. Topleis:

Please have your staff investigate the
legality of the attached and compose a
reply.

J.B. Magi

See Tupper
or Student SC

1004 1547712
(35)

5302

LABOR SUB-COMMISSION
A.C.C.
Routing Slip

From	To
Colonel BAIN	-
Colonel SMITH	<i>JS</i>
Major BABCOCK	←
Major ALBRECHT	
Sept. DORF	
Capt. SCIGALNA	
Capt. ADAMS	
Capt. TOPPES	
Capt. WIDBURN	
Lt. GARDINER	
Lt. SOLENBERGER	
Chief Clerk	

REMARKS :

*to draft
reply**JS*

Allied Force
MILITARY RAILWAY SERVICE
Office of Director General

HEADQUARTERS

7 AGO 1944

A. P. O. 400
4 August 1944

Labour

Subject: Italian Government Labor Tax.

To: HQ, ACC, Economic Section, A.P.O. 394, U. S. Army.

1. Ing. Fazio, I.S.R. Signal Engineer, has advised that in making contract with Italian firm, it is necessary for the I.S.R. to include the following labor taxes:-

INFORMATION FROM I.E.S. OFFICE
ROME

Percentages increasing working man's net pay (A) Allowed to Contractors
for work on hourly wage system

Percentages due to workmen and to Syndicate (B)

1. Social Assurance	10.66
2. Accident "	8.00
3. Syndicate levy	1.77
4. Illness fund	2.45
5. Family allowance	20.00 *
6. Holidays	2.10
7. Christmas prize	10.00
8. Dismissal indemnity	0.70
9. National feast-days retribution	2.10
10. Daily indemnity for presence	40.00 *
11. Home colonization	1.00
12. Prize and indemnity for Army Service	1.00
13. Integration fund for earnings during reduced hrs. of work	5.00
14. Edile tax	2.00
	<u>106.88</u>
	Discounted to L.10% (B)

* To workman's direct benefit

General Charges (B) on (A - B)

1. Register tax	4.08
2. Income tax	3.60

- 3301

7 Aug
372

3. Tax on riches	2.30	
4. General expenses, for management, for contract, passive interests, office personnel and office rent. Technical and administrative management	5.50	
5. Work - yard expenses. Equipment and machinery. Hand transportation of material and yard services. Direction. Supervising and staff-office, furnishing and yard rigging. Journeys.	6.01	
	<u>21.49</u>	
	Discounted to L	20% (C)

Profit - 10% on (A - B - C)

L. 100 - 106%	=	L. 206.00
20% on L. 206		<u>41.20</u>
		247.20
10% on L. 247.20		<u>24.72</u>
		<u>271.92</u>

271.92 - 100 = 171.92% total increase on workmen's pay.

2. Please advise if this information is correct and if the taxes above quoted are still in effect.

For the Director General:

F. J. Murphy
 F. J. MURPHY
 Major, T. C.
 Signal & Communications Engineer

5300

HEADQUARTERS
ALLIED CONTROL COMMISSION
LABOR SUB-COMMISSION
APO 394

24 July, 1944

442
SUBJECT : Contract Wages
TO : Labor Officer, Region VIII

1. This is in reference to your memorandum of 19 July 1944 requesting authority to permit contractors to sub-let small contracts on a unit basis instead of paying a daily set wage. It is presumed from your communication that the common labor wage rate, usually paid at the rate of 65 Lire per day is the only wage rate involved.

2. Authority is given to this request subject to the following condition :

A. That it is fully understood that the average worker, working under normal conditions, in an average day would earn about 65 lire per day.

B. That piece work rates frequently result in an increased output which will net the worker around 25% or more above the normal or average rate of pay.

3. It will be your responsibility to study the plan with care to assure that the piece work rates set are in conformity with para. 2.

4. Please report final arrangements and results.

J.S.R. BAIN
Colonel
Director, Labor Sub-Commission

5299

Major Babcock.

he can agree - provided
the rate is not set too high

His rate should normally
show at least 25% increase but
it is suggested that the Public
works Office check the proposals
closely with Ingers.

5217

5298



46107

A. C. HEADQUARTERS REGION VIII AMG

July 19, 1944

SUBJECT: Contract wages

TO : Labor subcommission, Rome

1. while making an investigation of labor in the mines in Grosseto province, Major P. S. L. Lee, the public works officer in the province, discussed with me the matter of wages paid on contracts between AMG and civilian contractors.

2. very soon a number of contracts will be let for construction in Grosseto province. The contractors have expressed their desire to sub-let small contracts on a unit basis instead of paying a daily set wage. For instance a contractor wants to hire men to move dirt at so much per cubic meter. If the men work hard this will result in them receiving considerably more than the 65 lire a day set for common labor. The contractor says if he agrees to pay a set figure for a day's work he puts a premium on laziness.

3. Major Lee feels the matter is urgent and asked me to get him an official decision on this matter as soon as possible. I will greatly appreciate a decision.

Robert Frazer
ROBERT FRAZER, Captain
Labor Officer, Region VIII

5297

21 Jul
109

LAVORO--53rd Week claims of
ers in building trades.

1. Bain's letter of 7 May leaves matter hanging fire. Fact that money for collections prior to Sept. 1943 was sent to Rome and no authorization to pay has come or is likely to come for some time from head office is doubtful reason for withholding payment. Should we query Labor Ministry in Salerno as to policy in their territory? Why not permit payment in Region III?

Discuss the matter
with Lt. S - Salerno for
pending status - Satisfactory
9/6/44

WES

0296

31 May 1944 442

TO : LT. SOLENBERGER

Attached is a letter written by Col. Battensby in answer to mine concerning the payment of 53rd weeks and holidays to building construction workers. It seems that the Banca del Lavoro, according to the Regional Labor office, has the funds to pay out "someone" is holding things up. Judging by the Col's letter, that "someone" is the Labor Sub-Commission. Since you have direct contact with the Sub-Commission, you are therefore in a better position to supply the information to the Regional Labor Office (Rizzo Adriano) of the Regional Labor Office.

U. ALESSANDRINI

(5)
5295

HEADQUARTERS
REGION 3, ALLIED CONTROL COMMISSION
A.P.O. 394 - U.S. ARMY

F/445/515.5/3

30 May, 1944

SUBJECT: Payment 53rd weeks and holidays to building construction workers.

TO: Social Insurance Officer
Labor Section, Hq. Region 3 A.C.C.

1. Reference is made to your letter of 29 May, 1944.
2. Under date 7 May the Director, Labor Sub-Commission, wrote (ref. 091451) to all Regional Commissioners:

" 1. This office after careful study of all of the facts concerning the Banca del Lavoro stamps, used by employers in the industrial and building trades, by the insertion of such stamps of serial denominations in the work books of the employees for the employees' benefit and payable at Christmas Time as the compensation for the 53rd week, is of the opinion:
 - a. That the time for a final decision is premature, in that complete satisfaction of all such claims would best be accomplished by a short waiting period, to be announced.
 2. Any stamp moneys now being collected by the local Banca del Lavoro will be held by the local bank without forwarding to the head office, as in the past, and for the future accounting."
3. It is suggested, therefore, that any further information you may need should be obtained from Labor Sub-Commission.

LRB/am

*seen
LA*

L. R. Battersby

L.R. BATTERSBY
Lt. Col. GL
Regional Finance Officer

(1) ALLIED CONTROL COMMISSION
Pacific Region Headquarters
APO 394

Com. Sec.
9291 442
16 May 1944

File RLA/319.2

SUBJECT: Short Form Contract
TO : Director, Labor Sub-Commission ✓
A.C.C. Headquarters

Major Babcock
1037/5 *OK* *6th*

1. The short form contract sent us for suggestions is returned herewith.
2. One minor addition has been made to Par. 6.

John H. Moffitt
JOHN H. MOFFITT
1st Lt.
Labor Officer

5293

Enclosures.

22 May
19

134

*Read and return to
L. Moffitt*

DRAFT

SHORT FORM CONTRACT

1. This Agreement, made this _____ day of _____, 1944,
between _____,
Contractee, and _____, hereinafter
known as the Contractor, witnesseth:

2. That for and in consideration of (schedule prices) the Contractor
commits himself to undertake and complete the work of _____
_____ and that
this agreement shall take effect on the _____ day of _____,
1944, and shall continue in force for the period of _____.

3. The Contractor hereby agrees to employ such agents, representa-
tives, clerical and supervising help and labor, as the Contractor, in his
discretion, may from time to time deem necessary and proper, and after
diligent determination of the assigned duties, pay each and all of the
labor so employed, the "Regular Base Wages" prescribed in the instructions
and scales, copies of which are herewith attached and made a part hereof.

4. It is expressly agreed that this written contract embodies the
entire agreement of the parties in relation to the subject matter hereof,
and that no understandings, promises, representations, or agreements, ver-
bal or otherwise, in relation thereto, exist between the parties, except as
herein expressly set forth.

5. Further that no change or modification of this contract shall be
valid unless the same be in writing and signed by both of the parties hereto.

6. The Contractor shall, within _____ days after the date hereof,
furnish a bond (a sum of money on deposit) in the sum of _____ dollars,
conditional for the faithful performance of this contract.

_____, and that this agreement shall take effect on the _____ day of _____, 1944, and shall continue in force for the period of _____.

3. The Contractor hereby agrees to employ such agents, representatives, clerical and supervising help and labor, as the Contractor, in his discretion, may from time to time deem necessary and proper, and after diligent determination of the assigned duties, pay each and all of the labor so employed, the "Regular Base Wages" prescribed in the instructions and scales, copies of which are herewith attached and made a part hereof.

4. It is expressly agreed that this written contract embodies the entire agreement of the parties in relation to the subject matter hereof, and that no understandings, promises, representations, or ~~agreements~~ ^{under-}bal or otherwise, in relation thereto, exist between the parties, except as herein expressly set forth.

5. Further that no change or modification of this contract shall be valid unless the same be in writing and signed by both of the parties hereto.

6. The Contractor shall, within _____ days after the date hereof, furnish a bond (a sum of money on deposit) in the sum of _____ dollars, conditioned for the faithful performance of this agreement and of each part thereof, copy of which is hereto attached.

7. It is mutually understood and agreed that the Contractor hereto shall not be held responsible for damages caused by delay or failure to perform thereunder when such delay or failure is due to fire, strikes, floods, acts of God, or similar acts which cannot be forecasted or provided against.

8. No assignment of this agreement, or of any rights thereunder, by said Contractor, shall be valid without the written consent of said Contractee.

9. It is further understood and agreed that the Contractee shall have free access and possession of all books, contracts, documents and papers of every kind, and to have full information of all facts in the possession of said Contractor pertaining to his business.

10. Special clauses, applicable to and for the particular industry or trade.

11. In Witness Whereof, the said parties have hereunto set their hands the day and year above written.

5291

DRAFT

DRAFT

BOND

Know all Men by These Presents; etc.:

The condition of the written bond is such that if the said Contractor, his executors and administrators, shall in all things on his or their parts, observe, perform, fulfill, and keep all and singular the clauses, conditions, agreements, matters and things which, on the part of the said Contractor, his executors or administrators, are to be observed, performed, fulfilled and kept according to an agreement in writing, bearing even date herewith and expressed to be made between the said Contractor, of the one part, and the Contractee, of the other part; then the above written obligation shall be void, but otherwise shall remain in full force.

5290

REGULAR BASE WAGES

RATES OF PAY, INSTRUCTIONS AND SCALES

1. The regular net (minimum or maximum) income shall be the amount of cash the employee receives, for the normal working day, including any indemnities, bonuses, family allowances, gifts, premiums, subsidies and other payments, after all contributions covering social insurance and taxes have been deducted.
2. Where there is no regular base wage rate available, to fit a particular job, a comparable rate may be used, approved by AMC/AOC.
3. A normal working day shall be eight (8) hours, exclusive of meal times, and a thirty (30) day month.
4. There will be no extra pay for work performed on feast days or holidays.
5. Overtime rates will be paid for all time over the normal working day, eight (8) hours in one day, at the rate of one and a half times the regular rates.
6. The rates of pay herein established will be for the MAPLES Area (or such rates altered by a percentage allowing for increase or decrease in the cost. *Ex. Cept that in Sicily the ratio will be the one established by the A7LR (See 288) etc.*)
7. No employee will be permitted to change from one Allied unit to another, without the agreement of the respective employer officers.

Clerical and Supervisory Grades

Min. Max.

have been deducted.

2. Where there is no regular base wage rate available, to fit a particular job, a comparable rate may be used, approved by AMG/AOC.
3. A normal working day shall be eight (8) hours, exclusive of meal times, and a thirty (30) day month.
4. There will be no extra pay for work performed on feast days or holidays.
5. Overtime rates will be paid for all time over the normal working day, eight (8) hours in one day, at the rate of one and a half times the regular rates.
6. The rates of pay herein established will be for the MAPLES Area (or such rates altered by a percentage allowing for increase or decrease in the cost. *Ex cept that in Sicily the ratio will be the one established by the AFR (Dec 20, 1944) E.O.*)
7. No employee will be permitted to change from one Allied unit to another, without the agreement of the respective employer officers.

Clerical and Supervisory Grades

	Min.	Max.
-----	---	---
-----	---	---
-----	---	---

Classified Artisan and Skilled Grades

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-----	---	---

Unclassified Grades

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0 (91)

Com. Sec. (Labor) ✓
8278

MATERA, May 18, 1944

Major Babcock

SUBJECT: comments on draft of contract submitted
by Labor subcommission

TO: director, Labor subcommission

1. returned herewith is draft of contract submitted to Region II
for comment. our comments are attached.

Robert Frazer
ROBERT FRAZER, Captain
Labor Officer, Region II

HEADQUARTERS
21 MAG 1944
A. C. C.

5288

Comments on Draft Contract
submitted by Labour Sub Commission

Para 2. This clause is only suitable for contracts for the supply of goods over a period. In cases such as building contracts, where a time limit is required the clause should end at "1944" and the time limit inserted in the special clauses of para 10.

Para 3. It is hoped that all Allied instructions regarding payment of wages, and not just the Wage Scales, will be included as Schedules, otherwise this para must be much expanded to include such items as minimum wage for first seven days, "ratione (additional)" etc etc.

Para 7. "Strikes" should NOT be included specifically in this para. They are illegal and in any case may well be caused by the fault of the employer. The word should be struck out and "strikes" left to be dealt with under the general words at the end of the para. These general words are too narrow, suggest they should read "or such facts or events as shall be determined not to be due to the acts or neglect of the Contractor". 5287

Para 9. If Contractor has "possession of Contractor's books etc, how can he keep them". Suggest that "the right to remove or take possession" be substituted.

This must be an Arbitration or interpretation

Para 3.

It is hoped that all Allied instructions regarding payment of wages, and not just the Wage Scales, will be included as Schedules, otherwise this Para must be much expanded to include such items as minimum wage for first seven days, "incentives (additional)" etc etc.

Para 7.

"Strikes" should NOT be included specifically in this Para. They are illegal and in any case may well be caused by the fault of the employer. The word should be struck out and "strikes" left to be dealt with under the general words at the end of the Para. These general words are too narrow, I suggest they should read "or such facts or events as shall be determined not to be due to the acts or neglect of the Contractor". 5287

Para 9.

If Contractor has "possession of Contractor's books etc, how can he keep them? Suggest that "the right to remove or take possession be substituted.

New Para.

There must be an Arbitration or interpretation clause giving the authority who will determine disputes over the contract. In view of the emergency I think it should properly be a legal officer nominated by ~~the~~ A.F.H.Q.

Generally.

It is hoped that the contract will not be put into use until it has been submitted to the legal Sub. commission!!

Wicks

Devis. M. Bethany, Capt. R.A.

Assistant Labour Officer.
Region II.

DRAFT

SHORT FORM CONTRACT

1. This Agreement, made this _____ day of _____, 1944, between _____, hereinafter known as the Contractor, and _____, hereinafter known as the Contractor, witnesseth:

2. That for and in consideration of (schedule prices) the Contractor commits himself to undertake and complete the work of _____, and that this agreement shall take effect on the _____ day of _____, 1944, and shall continue in force for the period of _____.

3. The Contractor hereby agrees to employ such agents, representatives, clerical and supervising help and labor, as the Contractor, in his discretion, may from time to time deem necessary and proper, and after diligent determination of the assigned duties, pay each and all of the labor so employed, the "Regular Base Wages" prescribed in the instructions and scales, copies of which are herewith attached and made a part hereof.

4. It is expressly agreed that this written contract embodies the entire agreement of the parties in relation to the subject matter hereof, and that no understandings, promises, representations, or agreements, verbal or otherwise, in relation thereto, exist between the parties except as herein expressly set forth.

5. Further that no change or modification of this contract shall be valid unless the same be in writing and signed by both of the parties hereto.

6. The Contractor shall, within _____ days after the date hereof, furnish a bond (a sum of money on deposit) in the sum of _____ dollars,

5286

commits himself to undertake and complete the work of _____, and that this agreement shall take effect on the _____ day of _____, 1944, and shall continue in force for the period of _____.

3. The Contractor hereby agrees to employ such agents, representatives, clerical and supervising help and labor, as the Contractor, in his discretion, may from time to time deem necessary and proper, and after diligent determination of the assigned duties, pay each and all of the labor so employed, the "Regular Base Wages" prescribed in the instructions and scales, copies of which are herewith attached and made a part hereof.

4. It is expressly agreed that this written contract embodies the entire agreement of the parties in relation to the subject matter hereof, and that no understandings, promises, representations, or agreements, verbal or otherwise, in relation thereto, exist between the parties, except as herein expressly set forth.

5. Further that no change or modification of this contract shall be valid unless the same be in writing and signed by both of the parties hereto.

6. The Contractor shall, within _____ days after the date hereof, furnish a bond (a sum of money on deposit) in the sum of _____ dollars, conditioned for the faithful performance of this agreement and of each part thereof, copy of which is hereto attached.

7. It is mutually understood and agreed that the Contractor hereto shall not be held responsible for damages caused by delay or failure to perform thereunder when such delay or failure is due to fire, strikes, floods, acts of God, or similar acts which cannot be forecasted or provided against.

8. No assignment of this agreement, or of any rights thereunder, by said Contractor, shall be valid without the written consent of said Contractor.

9. It is further understood and agreed that the Contractor shall have free access and possession of all books, contracts, documents and papers of every kind, and to have full information of all facts in the possession of said Contractor pertaining to his business.

10. Special clause, applicable to and for the particular industry or trade.

11. In witness whereof, the said parties have hereunto set their hands the day and year above written.

5285

DRAFT

DRAFT

BOND

Know all Men by These Presents; etc.:

The condition of the written bond is such that if the said Contractor, his executors and administrators, shall in all things on his or their parts, observe, perform, fulfill, and keep all and singular the clauses, conditions, agreements, matters and things which, on the part of the said Contractor, his executors or administrators, are to be observed, performed, fulfilled and kept according to an agreement in writing, bearing even date herewith and expressed to be made between the said Contractor, of the one part, and the Contractee, of the other part; then the above written obligation shall be void, but otherwise shall remain in full force.

5284

HEADQUARTERS
ALLIED CONTROL COMMISSION
REGION 6

29th May 1944.

Major Labcock

To : Headquarters, Allied Control Commission,
(R.C. and M.G. Section)
Labour Sub-Commission.

Subject : Labour Contracts - Short General.

Reference : HQ/1003

Reference your LAB/091.442 dated 5th May 1944 draft Short General Contract is returned herewith. It is suggested that the draft be submitted in the first place to the Legal Sub-Commission so that it may be thrown into to proper legal form.

The draft appears to have reference only to contracts for the carrying through of specific works. No necessity has so far arisen here for entering into such contracts. The Allied Garrison have made their own arrangements for Airfield works etc.

In. Carr
5282
Brigadier.
Regional Commissioner.

RGSA/ajs.

2 June 65

DEBIT

SHORT FORM CONTRACT

1. This Agreement, made this _____ day of _____, 1944,
between _____, hereinafter known as the

Contractee, and _____, hereinafter

known as the Contractor, witnesseth:

2. That for and in consideration of (schedule prices) the Contractor
commits himself to undertake and complete the work of _____

_____ and that

this agreement shall take effect on the _____ day of _____,
1944, and shall continue in force for the period of _____

3. The Contractor hereby agrees to employ such agents, representa-
tives, clerical and supervising help and labor, as the Contractor, in his
discretion, may from time to time deem necessary and proper, and after
diligent determination of the assigned duties, pay each and all of the
labor so employed, the 'Regular Base Wages' prescribed in the instructions
and scales, copies of which are herewith attached and made a part hereof.

4. It is expressly agreed that this written contract embodies the
entire agreement of the parties in relation to the subject matter hereof,
and that no understandings, promises, representations, ⁵²²ver-
bal or otherwise, in relation thereto, exist between the parties, except as
herein expressly set forth.

5. Further that no change or modification of this contract shall be
valid unless the same be in writing and signed by both of the parties hereto.

6. The Contractor shall, within _____ days after the date hereof,

2. That for and in consideration of (schedule prices) the Contractor commits himself to undertake and complete the work of _____

_____ , and that this agreement shall take effect on the _____ day of _____, 1944, and shall continue in force for the period of _____.

3. The Contractor hereby agrees to employ such agents, representatives, clerical and supervising help and labor, as the Contractor, in his discretion, may from time to time deem necessary and proper, and after diligent determination of the assigned duties, pay each and all of the labor so employed, the "Regular Base Wages" prescribed in the instructions and scales, copies of which are herewith attached and made a part hereof.

4. It is expressly agreed that this written contract embodies the entire agreement of the parties in relation to the subject matter hereof, and that no understandings, promises, representations, ⁵²³verbal or otherwise, in relation thereto, exist between the parties, except as herein expressly set forth.

5. Further that no change or modification of this contract shall be valid unless the same be in writing and signed by both of the parties hereto.

6. The Contractor shall, within _____ days after the date hereof, furnish a bond (a sum of money on deposit) in the sum of _____ dollars, conditioned for the faithful performance of this agreement and of each part thereof, copy of which is hereto attached.

7. It is mutually understood and agreed that the Contractor hereto shall not be held responsible for damages caused by delay or failure to perform thereunder when such delay or failure is due to fire, strikes, floods, acts of God, or similar acts which cannot be forecasted or provided against.

8. No assignment of this agreement, or of any rights thereunder, by said Contractor, shall be valid without the written consent of said Contractee.

9. It is further understood and agreed that the Contractee shall have free access and possession of all books, contracts, documents and papers of every kind, and to have full information of all facts in the possession of said Contractor pertaining to his business.

10. Special clauses, applicable to and for the particular industry or trade.

11. In Witness Whereof, the said parties have hereunto set their hands the day and year above written.

5281

PRATT

PRATT

BOND

Know all Men by These Presents; etc.:

The condition of the written bond is such that if the said Contractor, his executors and administrators, shall in all things on his or their parts, observe, perform, fulfill, and keep all and singular the clauses, conditions, agreements, matters and things which, on the part of the said Contractor, his executors or administrators, are to be observed, performed, fulfilled and kept according to an agreement in writing, bearing even date herewith and expressed to be made between the said Contractor, of the one part, and the Contractee, of the other part; then the above written obligation shall be void, but otherwise shall remain in full force.

5280

REGULAR BASE RATES

RATES OF PAY, INSTRUCTIONS AND SCALES

1. The regular net (minimum or maximum) income shall be the amount of cash the employee receives, for the normal working day, including any indemnities, bonuses, family allowances, gifts, premiums, subsidies and other payments, after all contributions covering social insurance and taxes have been deducted.
2. Where there is no regular base wage rate available, to fit a particular job, a comparable rate may be used, approved by AMM/ACC.
3. A normal working day shall be eight (8) hours, exclusive of meal times, and a thirty (30) day month.
4. There will be no extra pay for work performed on feast days or holidays.
5. Overtime rates will be paid for all time over the normal working day, eight (8) hours in one day, at the rate of one and a half times the regular rates.
6. The rates of pay herein established will be for the NAPLES Area (or such rates altered by a percentage allowing for increase or decrease in the cost.
7. No employee will be permitted to change from one Allied unit to another, without the agreement of the respective employer officers.

	MIN.	MAX.
Clerical and Supervisory Grades		
-----		5279
-----		---
-----		---

Classified Artisan and Skilled Grades

have been deducted.

2. Where there is no regular base wage rate available, to fit a particular job, a comparable rate may be used, approved by AUG/ACC.
3. A normal working day shall be eight (8) hours, exclusive of meal times, and a thirty (30) day month.
4. There will be no extra pay for work performed on feast days or holidays.
5. Overtime rates will be paid for all time over the normal working day, eight (8) hours in one day, at the rate of one and a half times the regular rates.
6. The rates of pay herein established will be for the HARLES Area (or such rates altered by a percentage allowing for increase or decrease in the cost.
7. No employee will be permitted to change from one Allied unit to another, without the agreement of the respective employer officers.

MIN. MAX.

Clerical and Supervisory Grades

Classified Artisan and Skilled Grades

Unclassified Grades

5279

LAB 091.442

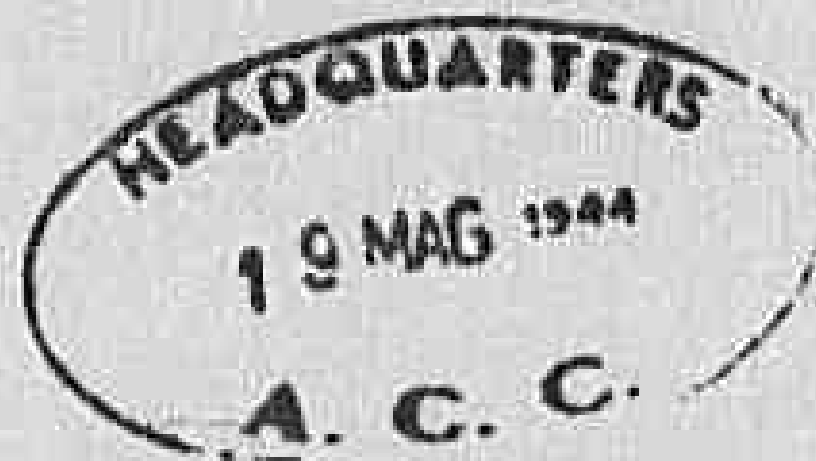
1st Ind.

Hq. Region 3, A.C.C., AFO 394, U.S. ARMY,

16 May 1944

TO : Director, Labor Sub-Commission

1. I do not understand who is to use the contract i.e. armed forces or private employers or both.
2. I think that the drafting of the instrument is actually a problem for the Legal Section.
3. The purpose which the contract would serve and the policy behind the contract are not clear to me.



Lee G. Williams

Lee G. Williams, Capt.
Chief, Labor Section.

LGW/lg

5278

19 May 55 JMP

10 - 5 MAG. 1944
1230

RCS — Regan III
labor —

ALD/tbw

HEADQUARTERS
ALLIED CONTROL COMMISSION
LABOR SUB-COMMISSION
APO 994

5 May, 1944

LAB 091.442

SUBJECT: Labor Contracts, Short General Form.

TO : All Regional Labor Officers

1. This office has seen fit to draft a Short General Contract form, attached, to be used in the labor field, with special emphasis placed on the ever important clause concerning the payment of wages. (paragraph 3).

2. Special clauses applicable to and for the particular industry or trade are reserved for the industry and trade, and, therefore, not undertaken herewith.

3. It is desired that you record any suggestions and comments and return same to this office at your earliest convenience.



J. T. R. BAIN,
Colonel,
Director, Labor Sub-Commission

5277

DRAFT

SHORT FORM CONTRACT

1. This Agreement, made this _____ day of _____, 1944, between _____, hereinafter known as the Contractor, and _____, hereinafter known as the Contractor, witnesseseth:
 2. That for and in consideration of (schedule prices) the Contractor commits himself to undertake and complete the work of _____, and that this agreement shall take effect on the _____ day of _____, 1944, and shall continue in force for the period of _____.
 3. The Contractor hereby agrees to employ such agents, representatives, clerical and supervising help and labor, as the Contractor, in his discretion, may from time to time deem necessary and proper, and after diligent determination of the assigned duties, pay each and all of the labor so employed, the "Regular Base Wages" prescribed in the instructions and scales, copies of which are herewith attached and made a part hereof.
 4. It is expressly agreed that this written contract embodies the entire agreement of the parties in relation to the subject matter hereof, and that no understandings, promises, representations, or agreements, verbal or otherwise, in relation thereto, exist between the parties, except as herein expressly set forth.
 5. Further that no change or modification of this contract shall be valid unless the same be in writing and signed by both of the parties hereto.
 6. The Contractor shall, within _____ days after the date hereof, furnish a bond (a sum of money on deposit) in the sum of _____ dollars,

conditioned for the faithful performance of this agreement and of each

this agreement shall take effect on the _____ day of _____, 1944, and shall continue in force for the period of _____.

3. The Contractor hereby agrees to employ such agents, representatives, clerical and supervising help and labor, as the Contractor, in his discretion, may from time to time deem necessary and proper, and after diligent determination of the assigned duties, pay each and all of the labor so employed, the "Regular Base Wages" prescribed in the instructions and scales, copies of which are herewith attached and made a part hereof.

4. It is expressly agreed that this written contract embodies the entire agreement of the parties in relation to the subject matter hereof, and that no understandings, promises, representations, or agreements, verbal or otherwise, in relation thereto, exist between the parties, except as herein expressly set forth.

5. Further that no change or modification of this contract shall be valid unless the same be in writing and signed by both of the parties hereto.

6. The Contractor shall, within _____ days after the date hereof, furnish a bond (a sum of money on deposit) in the sum of _____ dollars, conditioned for the faithful performance of this agreement and of each part thereof, copy of which is hereto attached.

7. It is mutually understood and agreed that the Contractor hereto shall not be held responsible for damages caused by delay or failure to perform thereunder when such delay or failure is due to fire, strikes, floods, acts of God, or similar acts which cannot be forecasted or provided against.

8. No assignment of this agreement, or of any rights thereunder, by said Contractor, shall be valid without the written consent of said Contractee.

9. It is further understood and agreed that the Contractee shall have free access and possession of all books, contracts, documents and papers of every kind, and to have full information of all facts in the possession of said Contractor pertaining to his business.

10. Special clauses, applicable to and for the particular industry or trade.

11. In Witness Whereof, the said parties have hereunto set their hands the day and year above written.

5275

DRAFT

DRAFT

BOND

Know all Men by These Presents; etc.:

The condition of the written bond is such that if the said Contractor, his executors and administrators, shall in all things on his or their parts, observe, perform, fulfill, and keep all and singular the clauses, conditions, agreements, matters and things which, on the part of the said Contractor, his executors or administrators, are to be observed, performed, fulfilled and kept according to an agreement in writing, bearing even date herewith and expressed to be made between the said Contractor, of the one part, and the Contractee, of the other part; then the above written obligation shall be void, but otherwise shall remain in full force.

5274

REGULAR BASIC RATESRATES OF PAY, INSTRUCTIONS AND SCALES

1. The regular net (minimum or maximum) income shall be the amount of each the employee receives, for the normal working day, including any indemnities, bonuses, family allowances, gifts, premiums, subsidies and other payments, after all contributions covering social insurance and taxes have been deducted.
2. Where there is no regular base wage rate available, to fit a particular job, a comparable rate may be used, approved by AHS/AGS.
3. A normal working day shall be eight (8) hours, exclusive of meal times, and a thirty (30) day month.
4. There will be no extra pay for work performed on feast days or holidays.
5. Overtime rates will be paid for all time over the normal working day, eight (8) hours in one day, at the rate of one and a half times the regular rates.
6. The rates of pay herein established will be for the HAPLES Area (or such rates altered by a percentage allowing for increase or decrease in the cost.
7. No employee will be permitted to change from one Allied unit to another, without the agreement of the respective employer **6273**.

Clerical and Supervisory Grades

Min. Max.

2. Where there is no regular base wage rate available, to fit a particular job, a comparable rate may be used, approved by AMB/AOC.
3. A normal working day shall be eight (8) hours, exclusive of meal times, and a thirty (30) day month.
4. There will be no extra pay for work performed on feast days or holidays.
5. Overtime rates will be paid for all time over the normal working day, eight (8) hours in one day, at the rate of one and a half times the regular rates.
6. The rates of pay herein established will be for the RAFFLES Area (or such rates altered by a percentage allowing for increase or decrease in the cost.
7. No employee will be permitted to change from one Allied unit to another, without the agreement of the respective employer **6273**.

Min. Max.

Clerical and Supervisory Grades

Classified Artisan and Skilled Grades

Unclassified Grades

Major Labcock

File

1/20/54

(4)

5272

Labour A.M.G. REGION 4
Date *18 May*
The attached document No. *7392* is transmitted for information and ☒ necessary action.

FROM	INITIALS	TO
R. C.		
Deputy R. C.		
☒ Secretariat		
Military Branch		
Liaison Officer		
Agriculture		
Economics and Supply		
Education		
Engineering		
Financial		
Fine Arts		
Labor <i>No Comm.</i>	<i>5/14/50</i>	<i>1</i>
Legal		
Property Control		
Public Health		
Public Safety		
Rome City		
Message Centre		

19 May
8h

☒ Return document to Message Centre for filing
☐ Retain document for filing, return routing slip and insert appropriate file No. here

ACC Lab. Sub. Com.

HEAL QUARTERS
19 MAY 1944
C. C.
File

Region IV
file

ALB/tbw

HEADQUARTERS
ALLIED CONTROL COMMISSION
LABOR SUB-COMMISSION
APO 394

HQ. REGION 4
A. M. G.
8 MAY 1944
5 May. 1944
RECEIVED

LAB 091.442

SUBJECT: Labor Contracts, Short General Form.

TO : All Regional Labor Officers

1. This office has seen fit to draft a Short General Contract form, attached, to be used in the labor field, with special emphasis placed on the ever important clause concerning the payment of wages. (paragraph 3).
2. Special clauses applicable to and for the particular industry or trade are reserved for the industry and trade, and, therefore, not undertaken herewith.
3. It is desired that you record any suggestions and comments and return same to this office at your earliest convenience.

J. T. Blair

J. T. BLAIR,
Colonel,
Director, Labor Sub-Commission

HQ. REGION 4
5271
FILED

XXXX

SHORT FORM CONTRACT

1. This Agreement, made this _____ day of _____, 1944, between _____, hereinafter known as the Contractor, and _____, hereinafter known as the Contractor, witnesseth:
 2. That for and in consideration of (schedule prices) the Contractor covenants himself to undertake and complete the work of _____ and that this agreement shall take effect on the _____ day of _____, 1944, and shall continue in force for the period of _____.
3. The Contractor hereby agrees to employ such agents, representatives, clerical and supervising help and labor, as the Contractor, in his discretion, may from time to time deem necessary and proper, and after diligent determination of the assigned duties, pay each and all of the labor so employed, the "Regular Base Rates" prescribed in the instructions and scales, copies of which are herewith attached and made a part hereof.
4. It is expressly agreed that this written contract embodies the entire agreement of the parties in relation to the subject matter hereof, and that no understandings, promises, representations, or agreements, verbal or otherwise, in relation thereto, exist between the parties, except as herein expressly set forth.
5. Further that no change or modification of the contract shall be valid unless the same be in writing and signed by both of the parties hereto.
6. The Contractor shall, within _____ days after the date hereof, furnish a bond (a sum of money on deposit) in the sum of _____ dollars.

5270

_____ and that
this agreement shall take effect on the _____ day of _____
1944, and shall continue in force for the period of _____

3. The Contractor hereby agrees to employ such agents, representatives, clerical and supervising help and labor, as the Contractor, in his discretion, may from time to time deem necessary and proper, and after diligent determination of the assigned duties, pay each and all of the labor so employed, the "Regular Base Wages" prescribed in the instructions and scales, copies of which are herewith attached and made a part hereof.

4. It is expressly agreed that this written contract embodies the entire agreement of the parties in relation to the subject matter hereof, and that no understandings, promises, representations, or agreements, verbal or otherwise, in relation thereto, exist between the parties, except as herein expressly set forth.

5. Further that no change or modification ⁵²⁷⁰ of this contract shall be valid unless the same be in writing and signed by both of the parties hereto.

6. The Contractor shall, within _____ days after the date hereof, furnish a bond (a sum of money on deposit) in the sum of _____ dollars, conditioned for the faithful performance of this agreement and of each part thereof, copy of which is hereto attached.

7. It is mutually understood and agreed that the Contractor hereto shall not be held responsible for damages caused by delay or failure to perform thereunder when such delay or failure is due to fire, strikes, floods, acts of God, or similar acts which cannot be forecasted or provided against.

8. No assignment of this agreement, or of any rights thereunder, by said Contractor, shall be valid without the written consent of said Contractee.

9. It is further understood and agreed that the Contractee shall have free access and possession of all books, contracts, documents and papers of every kind, and to have full information of all facts in the possession of said Contractor pertaining to his business.

10. Special clauses, applicable to and for the particular industry or trade.

11. In Witness Whereof, the said parties have hereunto set their hands the day and year above written.

5269

DRAFT

DRAFT

BOND

Know all Men by These Presents; etc.:

The condition of the written bond is such that if the said Contractor, his executors and administrators, shall in all things on his or their parts, observe, perform, fulfill, and keep all and singular the clauses, conditions, agreements, matters and things which, on the part of the said Contractor, his executors or administrators, are to be observed, performed, fulfilled and kept according to an agreement in writing, bearing even date herewith and expressed to be made between the said Contractor, of the one part, and the Contractor, of the other part; then the above written obligation shall be void, but otherwise shall remain in full force.

5268

REGULAR PAY RATESRATES OF PAY, INSTRUCTIONS AND NOTES

1. The regular net (minimum or maximum) income shall be the amount of cash the employee receives, for the normal working day, including any indemnities, bonuses, family allowances, gifts, premiums, subsidies and other payments, after all contributions covering social insurance and taxes have been deducted.
2. Where there is no regular base wage rate available, to fit a particular job, a comparable rate may be used, approved by AMN/AGU.
3. A normal working day shall be eight (8) hours, exclusive of meal times, and a thirty (30) day month.
4. There will be no extra pay for work performed on forest days or holidays.
5. Overtime rates will be paid for all time over the normal working day, eight (8) hours in one day, at the rate of one and a half times the regular rates.
6. The rates of pay herein established will be for the MAFIAS Area (or such rates altered by a percentage allowing for increases or decreases in the cost.
7. No employee will be permitted to change from one Allied unit to another, without the agreement of the respective employer officers.

Classical and Supervisory Grades

Classified Artisan and Skilled Grades

2. Where there is no regular base wage rate available, to fit a particular job, a comparable rate may be used, approved by AEB/AOC.
3. A normal working day shall be eight (8) hours, exclusive of meal times, and a thirty (30) day month.
4. There will be no extra pay for work performed on feast days or holidays.
5. Overtime rates will be paid for all time over the normal working day, eight (8) hours in one day, at the rate of one and a half times the regular rates.
6. The rates of pay herein established will be for the HARPAS Area (or such rates altered by a percentage allowing for increase or decrease in the cost.
7. No employee will be permitted to change from one Allied unit to another, without the agreement of the respective employer officers.

Clerical and Supervisory Grades

.....	MIN.	MAX.
.....	1925	
.....		

Classified Artisan and Skilled Grades

.....		
.....		

Unclassified Grades

.....		
.....		

.651

ALLIED MILITARY GOVERNMENT
SICILY REGION HEADQUARTERS

*is attachment?
Capt. Scichuna on his return*

442

17 December 1943

SUBJECT: Collective Contracts

TO : Chief, Labor Sub-Commission
Allied Control Commission
73 Via Ruggero Settimo

1. Attached is a copy of a proposed Administrative order submitted by the Regional Labor Office for Sicily which will be of interest to the Labor Sub Commission.

Arnold L. Zempel

Arnold L. Zempel
Captain
Labor Division.

3

5256

Incl. 1 Copy of Proposed Order.

Regional Labour Office

Subject: Collective Contracts and Arbitration

(1)

I Collective Contracts

The settlement of collective contracts may be effected ^{directly} between the interested parties or, otherwise, through the intervention of the Labour Offices. This intervention may find expression in ~~various~~ various ways viz:-

a) Through direct methods aiming at an expeditious conclusion of a contract between parties;

b) Through the technical study of any controversial question;

c) Through the intervention (of the Labour Office) ^{calculated} ~~intended to~~ to bring about conciliation between the parties;

d) Through cooperation (of third parties) in respect of problems ^{to which} ~~no~~ ^{the} ~~necessitate~~ ^{adherence} of other ^{Departments, Institutions, ~~Private Firms~~ and the like is} ~~offices~~ required.

5205

(a) Direct methods aiming at expeditious conclusion of contract.

(i) Labour Offices should ~~prepare for presentation~~ provide and offer appropriate premises for the conduct of



FEDERAZIONE NAZIONALE FASCISTA DEGLI ARTIGIANI

ADERENTE ALLA CONFEDERAZIONE FASCISTA DEGLI INDUSTRIALI

SEGRETERIA PROVINCIALE DI PALERMO

IL SEGRETARIO PROVINCIALE

PALERMO,
VIA MAQUEDA, 339
TEL. 10-712

and negotiation between employees and ⁽²⁾ pers. In such meetings the Director or ~~his~~ one representative of his, ^{delegated} subordinate should preside. ~~There ~~is~~ should be, in such meetings, a report~~ A report shall be made of any such meetings. Should the parties reach agreement, a separate report should be made ~~in order~~ so as to ^{prevent} avoid any confusion arising in connection with opinions expressed regarding the interpretation of the Contract clauses.

(ii) It may so happen that a labour organisation or a representative Committee thereof might request the inclusion of some clause or the revision of a Collective Contract or the exchange of views on a divergence in connection with some collective agreement whereas the Employer, or the Association of Employers may not be prepared ^{to enter} into any sort of discussion arising therefrom. In such cases, the Labour Office shall proceed to ^{in conformity with the procedure outlined below} examine the legal status of the employees and should it be found that the Trade Union, ^{the} Committee and the appellant representatives represent legally the one part then the Labour Office shall formally invite the other party to attend. ^{visit} The principle must be emphasised that ^{on the invitation of the Labour Office,} No Employer or Association of Employers may, legally, refuse to negotiate with an Association of Employees

Committee provided that this latter Association ⁽³⁾
 or its Committee have been duly recognised
 in Labor Office.

Refusal to attend ^{for} negotiations or unjustified absence
 shall be subject to the application of ^{such} punishments
 as are contemplated by Art 650 of the
 Italian Penal Code.

b/ Technical Study of Controversial Questions

An effective aid to the settlement of collective
 disputes has been found in the study of problems
 arising therefrom. Very often such disputes are
 protracted and aggravated through failure to
 appreciate fully the exact terms of the
 controversial points.

When Labor Offices ~~for example~~, prepare for
 consideration, for example, statistics on the
 cost of living — the Labor Offices are then offering
 an objective criterion for determining a fair
 wage or a fair ^{re. adjustment} ~~change~~ of wages. ^{the same}
 can be said in connection with the analysis
 of the cost of production which may serve the
 purpose of doing away with carping objections put
 up by ~~the~~ ^{an} Employer or Labour.

one of study by the Labour Office is an
 instant social aspect: ~~it on fact~~ it represents ⁽⁴⁾
 fact a return to a form of equilibrium in
 the field of negotiations between employees and employers,
 considering that the former do not have at their disposal
 either the data or the means or the techniques for
 examining problems ~~that~~ with which they are concerned
 thus giving rise to the possibility of being easily
 overruled or ~~of being led into error~~ astray during the
 course of a collective dispute.

(c) Direct intervention ~~as~~ to attain conciliation.

The Labour Offices fully achieve their function
~~only~~ when they succeed ⁱⁿ ~~to bring about~~ bridging
 a controversial difference rather than when they
 act in the line of arbitration. ~~How~~ How much
 better more satisfactory ~~is~~ a solution spontaneously
 accepted & always is than one which has been legally
 imposed is self-evident.

These functions of conciliation ^{can} ~~may~~ find expression
 in a great variety of ways, ranging from
 the simple act of persuasion to the formulation
 of written "recommendations." Such written

(5)

"Sentiment" would have to be the result of proper examination of the problem under review, — it should be addressed directly to the parties concerned ~~and especially~~ ^{whenever} it is ~~due~~ ^{considered} ~~inopportune~~ ^{immature} or ~~impossible~~ ^{or impossible} to resort to arbitration. ~~That~~ Such "recommendations" should be brought to the notice of the Authorities (first amongst these (in the Provinces, priority being given to the Prefects) and of the Institutions with whom the parties concerned may have any sort of contact with reference to their specific ~~diff~~ problems, thus providing some guidance ~~for~~ ^{as to these} ~~the~~ Authorities ^{with regards to} ~~in respect of~~ the attitude they might take up in ~~connection with~~ ^{if and when} they come into ~~the~~ contact with these parties concerned.

(d) Co-operation with reference to ~~the~~ ^{their} relations

with Departments, Institutions, ^{Private} ~~After~~ Firms etc

Within the complex framework of Economic, ^{social} ~~relationship~~ and administrative relationship it is not seldom that the solution of ~~diff~~ ^{disputes} is ~~intimately~~ ^{essentially} or accidentally dependant on resolutions, agreements, approval or

stems directly for which ~~at~~ some other (6)
 agent or Institution or Private firm is responsible.

~~It is evident self-~~

~~It is evident~~

It is self-evident that only the intervention of
 the Labour Office can ^{be responsible for} ~~attempt to~~ establishing ~~the~~
 direct contacts and ^{can} ~~the~~ achieving results in this
 field. In point of fact it is only through the
 Labour Office that other Authorities and other
 private individuals can ~~officially accept~~ ^{succeed} give full
~~recognition to accept~~ the lawful representation
 presume to recognise officially that a certain
 Trade Union Organisation or Trade Union Committee enjoys
 the rights of representation which is of juridical importance
erga omnes.

Naturally the intervention of the Labour Office
 must ~~have a~~ be tempered with sobriety and must
 be limited to the field in which it involves the
 solution of well-defined ~~in~~ certain specific types
 of disputes.

II Registration of Collective Contracts (7)

Whenever interested parties reach a collective agreement either spontaneously or through the intervention of the Labour Office, such an agreement ~~must~~ in order to have ~~an~~ effective general and compulsory effect — must have to be communicated to the competent Labour Office, unless it ~~is~~ were the direct result of a deed drawn in the Labour Office itself. In any case this agreement must have to be registered with and published by the Labour Office.

The registration of Contracts or ^{of} Collective Agreements is a formal, in connection with which ~~should be exercised the utmost~~ ^{certain} certain precautions would have to be taken.

The Contracting parties would have to submit three signed original copies, which ~~should be~~ countersigned by the Director or by the Secretary of the Labour Office. Before proceeding to the registration it would be necessary to ascertain that it ~~satisfies~~ ^{possesses} ~~the~~ certain essential elements. These are: the power or right of negotiation in the contracting parties; the specific ^{time limits} ~~duration~~ of the contract;

ation and functions of the Employers on the one side; ^{with} the ^{fundamental} ⁸ imputability of the contract clauses ~~to~~ the fundamental democratic conception of Labour organisation; the absence of ^{any} clause which imposes ^{on the} respect of employees ^{any} ~~the~~ obligation to belong to some other ^{definite} ~~specific~~ organisations.

Naturally if the agreement is reached and ^{signed} ~~and~~ with the intervention of ^a ~~the~~ Labour Office the due observance of the above mentioned conditions would have to be seen to by the Labour office and no further examination would be required.

The decision whereby is accepted or rejected such registration shall be transcribed in ~~the~~ a ^{appropriate} ~~appropriate~~ Register of such decisions to be held for such purpose.

One of the original copies of the Agreement shall be filed in the Archives. ~~with~~ ^{and} according to the same procedure as is followed for the registration of court sentences or of Notarial Acts. Another shall be forwarded to the Regional Labour Office, and a third ~~the~~ shall be forwarded to the Prefect of the Province.

On the request of any party concerned it shall be allowed to release certified copies of such agreements. of these agreements shall be left to the publication, shall be at the responsibility the Regional Labour Office through a "Bulletin" for that

p. 10.

(9)

III Legitimacy of Contracting Parties and Recognition of Trade Union Associations.

a) The drawing up of new collective contracts or the modification of existing contracts may be requested or agreed upon by the interested parties.

As there ^{exists} a vast and complex set of regulations governing labour relations, - the result of ~~long and~~ long process of evolution - it is not considered expedient for the time being to introduce any changes in the sub-division of categories and grades ~~in force~~ which have been in force.

Only where it ^{becomes} necessary to revise ^{national} collective contracts (and generally speaking ~~that~~ this is not likely since wages are normally ^{accepted} fixed ~~by the~~ ~~that~~ in the complementary provincial contracts) to bring ~~these~~ into line with the ^{concept of the} National Trade Union Association on the basis of ~~the~~ ~~National~~ ~~principle~~ ~~that~~ a particular National "grade," will it be necessary to substitute the ^{idea} ~~principle~~ of

provincial or regional Associations. (15)

~~How~~ ^{as the} and when shall a given Contracting agent be accepted ^{ance with} a legitimate representative of a given category? In Accord^{ance} ~~with~~ the democratic spirit of the laws promulgated by the Allied Gov^{ts}, the answer is obvious i.e. :- ~~when it is ascertained that such an agency is the~~ whenever such an agency is ~~regas~~ the result of a free and regular election, conducted under the control of a Labour Office.

As long as prevailing and exceptional reasons continue to impede the recognised processes of election of ~~call~~ "grade" representation, the Labour Offices ~~shall for the time being~~ ^{recognise} will provisionally be able to ~~give~~ ^{as} ~~recognise~~ its representatives of a given "grade" ~~the~~ ^{drawn directly} ~~at any~~ ^{which has been} ~~delegation which belongs to that category~~ from that same category and provided there is reasonable grounds to suppose that it ~~meets with~~ ^{meets with} the approval of the majority.

c) It is expedient that these ~~Commissions~~ ^{Commissions} ~~should~~ ^{should} not be made ~~up~~ of too many representatives in

(11)

expedite the process of bargaining.
powers of these Commissions should not be
of a conditional character ~~on respect~~ as far
as it falls within the scope of the points under
discussion. The decisions ^{as well as the} ~~and~~ obligations
~~shall be~~ accepted. should not, therefore,
be subject to ratification by the ~~group~~
mandatory Group.

d) The Provincial Labour Office, on the
examination of the constitution and the powers
vested in the Commission, will decide formally
to recognise or ~~not~~ ^{to} reject the validity of the
Commission. This decision shall be entered
in the Register provided for such purpose and
shall be communicated to the interested parties
unless this decision is contained in any report
drawn up ~~with~~ ⁱⁿ ~~the~~ with the co-operation of
the Commissions themselves.

~~Against such a decision~~
Any member of the category represented, ^{who has} ~~may~~
a legitimate interest in the matter, may
file ~~opposite~~ ^{52.5} with the Regional Labour Office a
formal protest against such a decision.

over this recognition is not in respect of a (12)
temporary and well-defined mission but is rather
in connection with a standing Trade Union
organisation which has been formally recognised
as representing the majority of a given category,
then the decision ~~will~~ shall be preceded by
~~by a carefully planned account. conclusive~~
a comprehensive ~~at~~ report.

Dear Babs, This is as far as I've
(page 4)
got with this translation. If you look it
over for spelling, punctuation etc
I think you might get on with it
typing! I will do the rest when
I get back. Yrs ever

52.1

Rix

UFFICIO REGIONALE DEL LAVORO

Capitano Lenzel

PROT. N.

PALERMO, LI

10 Dicembre 1943

OGGETTO:

VIA SANITARIA, 2 - 1.010.000

Contratti collettivi e arbitrati

AGLI UFFICI PROVINCIALI DEL LAVORO

DELLA SICILIA

1°) CONTRATTI COLLETTIVI

La conclusione dei contratti collettivi potrà effettuarsi direttamente fra le parti interessate; oppure con l'intervento degli Uffici del Lavoro. Il quale intervento può esplicarsi in vari modi: a) Attività diretta a facilitare i contatti fra le parti; b) studio tecnico delle questioni controverse; c) intervento per spingere le parti ad una conciliazione; d) cooperazione per la soluzione dei problemi che richiedano la adesione di altri Uffici, Enti, Aziende, etc.

a) Attività diretta a facilitare i contatti fra le parti.

1) Gli Uffici del Lavoro approntino e offrano la sede opportuna per le discussioni e negoziazioni fra lavoratori e datori di lavoro. Qualsiasi riunione del genere deve essere presieduta dal Direttore o da un funzionario da lui delegato.

Si proceda alla compilazione di un verbale per ciascuna seduta. Se le parti raggiungono l'accordo, questo sia redatto separatamente dal verbale, per evitare che l'interpretazione delle clausole contrattuali sia fuorviata dalla confusione con opinioni espresse nella loro elaborazione.

52 3

2) Può avvenire che una organizzazione di lavoratori, o un comitato rappresentante una categoria richieda di trattare la stipula o la revisione di un contratto collettivo o altra vertenza collettiva di lavoro, ed invece il datore di lavoro, o l'associazione dei datori di lavoro si rifiutino di entrare in contatto con i richiedenti.

In tal caso l'Ufficio del Lavoro proceda alla verifica dei poteri dei richiedenti, secondo le norme di cui appresso e, se risulti che l'associazione, il comitato o la persona richiedente, rappresenti legalmente una parte, inviti formalmente l'altra parte a presentarsi.

Deve essere affermato il principio che: nessun datore di lavoro e nessuna loro organizzazione, può legalmente rifiutarsi di negoziare con una associazione di lavoratori o loro comitato, che abbia riconoscimento giuridico da parte degli Uffici del Lavoro, e su invito di questi.

Il rifiuto a presentarsi per le trattative o la mancata presentazione ingiustificata importa l'applicazione delle pene previste dall'art. 650

C. P.

= 2 =

b) Studio tecnico delle questioni controverse

Un efficace ausilio alla soluzione amichevole delle vertenze collettive è costituito dallo studio dei problemi da esse sollevati. Molto spesso le vertenze si prolungano e si inaspriscono per la mancata conoscenza dei loro esatti termini.

Quando gli Uffici del Lavoro ^{preparano le presentazioni} approntano per esempio delle statistiche sul costo della vita, offrono un elemento obiettivo per la determinazione di un equo salario o di un'equa variazione di esso. Lo stesso dicasi per l'analisi dei costi di produzione che serve ad eliminare capziose obiezioni da parte dei datori di lavoro.

Questa attività di studi degli Uffici del Lavoro ha un aspetto di notevole importanza sociale: essa infatti ripristina l'equilibrio nella negoziazione fra lavoratori e datori di lavoro, dato che i primi in generale non hanno a disposizione né i dati, né i mezzi, né i tecnici per l'esame dei problemi che li concernono e quindi potrebbero venire facilmente sopraffatti o tratti in errore nel corso delle negoziazioni collettive.

c) Intervento diretto alla conciliazione

Gli Uffici del Lavoro esplicano in pieno la loro funzione allorché riescono a realizzare la conciliazione di una vertenza, più che quando la arbitrano. E' evidente la superiorità delle soluzioni accettate spontaneamente, su quelle imposte da una attività giurisdizionale.

La funzione conciliativa può esplicarsi attraverso una notevole varietà di interventi, che va dall'opera spicciola di persuasione, alla formulazione di "raccomandazioni" scritte. Tali "raccomandazioni" debbono essere frutto di un ponderato esame del problema e vanno dirette alle parti, nei casi e per i problemi in cui non si ritenga opportuno o maturo o possibile un arbitrato. Le "raccomandazioni" vanno portate a conoscenza delle Autorità (primi fra tutti nelle Provincie i Prefetti) ed Uffici con i quali le parti possono avere contatti per i loro specifici problemi, e quindi possono servire a determinare l'atteggiamento di tali Autorità ed Uffici nei contatti sopra cennati.

d) Cooperazione per quanto riguarda i rapporti con Uffici, Enti Aziende etc.

Nel complesso sistema dei rapporti economici, sociali e amministrativi non è raro il caso di vertenze la cui soluzione dipenda essenzialmente o accidentalmente da risoluzioni, accordi, consensi, o direttive di altri Uffici, Enti, Aziende etc.

E' evidente che soltanto l'intervento degli Uffici del Lavoro può permettere la presa di contatto e la consecuzione di risultati in questo campo. Infatti soltanto attraverso gli Uffici del Lavoro altre

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autorità o privati possono riconoscere ufficialmente nelle organizzazioni e comitati sindacali dei poteri di rappresentanza aventi giuridico rilievo erga omnes. *giuridical importance erga omnes*

Naturalmente gli interventi degli Uffici del Lavoro debbono avere un carattere di sobrietà ed essere limitati a quanto attiene la soluzione di ben definite vertenze. *serietà*

2°) REGISTRAZIONE DEI CONTRATTI COLLETTIVI

Quando le categorie interessate realizzino un accordo collettivo, sia spontaneamente, sia su intervento degli Uffici del Lavoro, tale accordo per avere efficacia generale obbligatoria dovrà essere comunicato al competente Ufficio del Lavoro se non risulti da verbale redatto presso quest'ultimo, e in ogni caso dovrà essere registrato e pubblicato.

La registrazione dei contratti o accordi collettivi è un atto formale che va circondato da particolari cautele.

functio I contraenti dovranno depositare tre originali firmati, che verranno controfirmati dal Direttore o dal Segretario dell'Ufficio del Lavoro. Prima di ordinare la registrazione occorre accertare l'esistenza di alcuni requisiti essenziali. Questi sono: i poteri di negoziazione dei contraenti, la determinazione della durata del contratto, le qualifiche e le mansioni dei prestatori d'opera, la conformità delle clausole contrattuali ai principi dell'ordinamento democratico del lavoro, l'assenza di clausole che importino, per l'assunzione dei lavoratori, l'obbligo di appartenere a determinate organizzazioni. Naturalmente, se l'accordo venga concluso e sottoscritto con l'intervento dell'Ufficio del Lavoro, il rispetto delle superiori condizioni dovrà essere assicurato dall'Ufficio e non occorrerà un successivo esame.

La deliberazione con cui è ordinata o negata la registrazione va tracciata nell'apposito libro delle deliberazioni.

La registrazione va eseguita annotando cronologicamente nel registro all'uopo destinato gli estremi del contratto collettivo.

Uno degli originali di esso va depositato agli atti, con le cautele usate per le sentenze nei Tribunali o per gli atti notarili. Un'altro va rimesso all'Ufficio Regionale del Lavoro, ed un altro ancora al Prefetto della Provincia.

A richiesta delle parti si possono rilasciare delle copie autentiche.

La pubblicazione è fatta a cura dell'Ufficio Regionale del Lavoro nel l'apposito "Bollettino".

3°) LEGITTIMAZIONE DELLE PARTI CONTRAENTI E RICONOCCIMENTO DI ASSOCIAZIONI SINDACALI

a) La stipulazione di nuovi contratti collettivi o la modifica dei

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contratti vigenti potrà essere chiesta o concordata dalle categorie interessate.

→ Esistendo una vasta e complessa regolamentazione dei rapporti collettivi, frutto di una lunga elaborazione, non sembra opportuno per il momento introdurre variazioni alla suddivisione per categorie e classi attuata in precedenza.

Complementary // Soltanto ove fosse necessario rivedere dei contratti collettivi nazionali (e non lo sarà in genere, in quanto come è noto le paghe sono generalmente fissate in contratti integrativi provinciali) al concetto di associazione sindacale nazionale, corrispondente ad una categoria nazionale, dovrà essere sostituito il concetto di associazione interprovinciale o regionale.

b) Come e quando determinati organi contrattanti potranno essere ritenuti legittimi rappresentanti di una categoria? Secondo lo spirito democratico delle nuove disposizioni emanate dal Governo Alleato la risposta è evidente: quando tali organi risultino da una libera e regolare elezione, svolta sotto il controllo di un Ufficio del Lavoro.

Finché ragioni contingenti ed eccezionali impediranno la regolare elezione di rappresentanti dell'intera categoria, gli Uffici del Lavoro potranno in linea transitoria riconoscere come rappresentanti della categoria commissioni di appartenenti alla medesima, per le quali possa ragionevolmente presumersi che riscuotano il consenso della maggioranza.

c) E' opportuno che le Commissioni siano formate di pochi elementi, per la conclusività delle contrattazioni.

I poteri delle Commissioni non dovranno essere condizionati, relativamente agli argomenti in discussione. Le decisioni e gli impegni presi non dovranno quindi essere sottoposti a ratifica da parte dei mandanti.

d) Gli Uffici Provinciali del Lavoro, esaminati la costituzione ed i poteri delle Commissioni, prenderanno una formale deliberazione di riconoscimento o meno di poteri. Tale deliberazione dovrà essere trascritta nell'apposito registro e comunicata agli interessati, ove non sia contenuta in un verbale a cui abbiano partecipato le Commissioni medesime.

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Contro di essa, qualunque componente la categoria, il quale abbia un legittimo interesse, potrà produrre un ricorso all'Ufficio Regionale del Lavoro.

← e) Quando il riconoscimento non investa una semplice commissione temporanea, ma addirittura una stabile organizzazione sindacale che risulti rappresentare la maggioranza di una categoria, la deliberazione dovrà essere preceduta da una accurata istruzione.

= 5 =

In particolare occorrerà verificare attentamente che la struttura della organizzazione sia fondata sui principi democratici; e che nella organizzazione stessa non vi siano interferenze dirette o indirette dei datori di lavoro o di loro organizzazioni.

La deliberazione di riconoscimento delle organizzazioni sindacali dovrà essere comunicata immediatamente all'Ufficio Regionale del Lavoro, che provvederà alla formalità di pubblicazione.

Contro la deliberazione di un Ufficio Provinciale che riconosca o neghi il riconoscimento di una organizzazione sindacale è ammesso il ricorso all'Ufficio Regionale del Lavoro.

Una volta riconosciuta una associazione sindacale non sarà necessario un riesame della sua costituzione e dei suoi poteri di rappresentanza, fino a quando altra associazione della medesima categoria non sollevi esplicita contestazione al riguardo.

4°) TUTELA DELLA LIBERTÀ DI ASSOCIAZIONE DEI LAVORATORI

È questo uno dei fondamentali compiti degli Uffici del Lavoro. La libertà di associazione dei lavoratori può essere minacciata soprattutto da due lati: a) da una iperattività degli organi statali, che nel caso specifico sono i nostri stessi Uffici del Lavoro; b) da interferenze o pressioni dei datori di lavoro.

a (1) = Per il primo aspetto del problema il rimedio consiste nell'autolimitazione degli interventi degli Uffici del Lavoro. I quali debbono avere costantemente presente che i prestatori d'opera sono liberi di crearsi le associazioni sindacali che ritengono opportuno, entro i limiti delle leggi generali vigenti in materia. Quindi niente benestare preventivo e neanche collaborazione obbligatoria per la costituzione delle associazioni.

Solo quando una associazione di lavoratori pretenda che la sua esistenza o la sua azione producano degli effetti giuridici di carattere generale, solo allora lo Stato, attraverso i suoi organi specifici, cioè i nostri Uffici, ha il diritto di esaminare la natura e i poteri delle Associazioni richiedenti.

Si tratta per usare una terminologia giuridica, di compiere un esame di legittimità e non di merito. Gli U.P.L. non dovranno invece minimamente interessarsi degli indirizzi politici, delle direttive sindacali e della tattica che le associazioni intendono svolgere per tutelare gli interessi degli associati.

Poiché nello Stato moderno le Associazioni Sindacali si innestano in varie forme e per varie strade nell'ordinamento giuridico, ed invece di essere ignorate sono prese in considerazione in molteplici settori della vita nazionale, è difficilmente concepibile l'esistenza di una associazione di lavoratori che possa svolgere una qualsiasi azione sindacale, senza chiedere ed ottenere il riconoscimento giuridico

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Pertanto l'assenza degli Uffici del Lavoro dalla prima fase formative delle associazioni, fase che talvolta non presenta caratteri di concretezza e di serietà, non porta come conseguenza che gli Uffici del Lavoro rimangano estranei al fenomeno. Ma invece evita che si realizzi, o si possa pensare che avvenga, una interferenza dello Stato nella intima costituzione delle associazioni sindacali, interferenza che rappresenta la caratteristica più essenziale del disciolto sindacalismo fascista.

a (2) = Secondo lo spirito delle disposizioni finora emanate dal Governo Militare Alleato deve intendersi restituita la libertà di associazione sindacale anche ai dipendenti dello Stato e di Enti pubblici in genere.

b) = Occorrerà impedire inflessibilmente che datori di lavoro interferiscano direttamente o indirettamente nelle rappresentanze dei prestatori d'opera. Tali interferenze possono principalmente attuarsi attraverso due strade.

b (1) = La prima consiste nella corruzione dei rappresentanti di una categoria di prestatori d'opera. Corruzione che può assumere forme diversissime e subdole.

careful attention

Se un sospetto in materia venisse avanzato, gli Uffici del Lavoro procedano con ocularietà ed energia ad una inchiesta. Essi, per l'accertamento della verità al riguardo, possono citare qualsiasi cittadino a testimoniare, e il rifiuto di rendere testimonianza ricadrà sotto le sanzioni del Codice Penale vigente.

equivalent

b (2) = Accertati gli estremi della corruzione gli Uffici del Lavoro denuncino il caso alle competenti Autorità Giudiziarie. Invero, quando una rappresentanza di categoria abbia ottenuto giuridico riconoscimento dagli Uffici del Lavoro, i rappresentanti la categoria, nell'adempimento dei loro doveri, debbono essere equiparati a pubblici ufficiali.

b (3) = I datori di lavoro possono anche ricorrere a pressioni sopra i partecipanti ad una associazione sindacale o i dirigenti di essa. Tali pressioni possono assumere varie forme da quella massimale del licenziamento a quelle della riduzione di stipendio, del peggioramento di qualifica, del trasferimento etc.

Gli Uffici del Lavoro per l'accertamento dei fatti possono citare qualsiasi cittadino a rendere testimonianza.

ingrati

changes

quattro

Terminata con esito positivo la istruzione al riguardo gli Uffici del Lavoro ingiungano formalmente la reintegrazione del prestatore d'opera nella primitiva posizione. La mancata reintegrazione farà incorrere il datore di lavoro nell'obbligo del risarcimento di danni verso il prestatore d'opera, salvo le applicazioni di penalità. In particolare poi per quanto riguarda i dirigenti di asso-

= 7 =

ciazioni sindacali debbono ritenersi tuttora in vigore le precedenti disposizioni relative al licenziamento, solo che i poteri di controllo ed autorizzazione devoluti in passato ai disciolti Consigli Provinciali delle Corporazioni, debbono intendersi trasferiti agli Uffici del Lavoro.

b (4) = Contro i provvedimenti degli Uffici Provinciali del Lavoro è ammesso il ricorso all'Ufficio Regionale del Lavoro entro il termine di 15 giorni dalla data in cui si sia avuta legale conoscenza del provvedimento.

5°) ARBITRATI

Non realizzandosi l'accordo fra le parti, esse possono fare ricorso all'arbitrato dell'Ufficio del Lavoro.

Due sono le forme che tale arbitrato può assumere, secondo le circostanze e la volontà delle parti.

a) Si costituisce un collegio arbitrale, composto da rappresentanti paritetici delle parti contendenti, presieduto dal Direttore o da persona da lui designata scelta fra gli iscritti all'Albo Regionale degli Arbitri.

b) Nel caso invece che le parti deferiscano puramente e semplicemente all'Ufficio del Lavoro la soluzione della controversia, questo l'affiderà ad un Collegio Arbitrale del Lavoro, formato da arbitri iscritti nell'Albo Regionale, entro il termine di 5 giorni dalla richiesta formale.

La stessa procedura dovrà seguirsi nei casi di arbitrato obbligatorio.

Il Direttore dell'Ufficio del Lavoro potrà sempre partecipare alle riunioni dei Collegi Arbitrali del Lavoro, ed esprimere il proprio parere sui punti controversi.

Sia nel caso di cui alla lettera a) che in quello di cui alla lettera b) le norme procedurali da applicare sono quelle previste dal Codice di Procedura Civile per i giudizi arbitrali, in quanto applicabili.

Le sentenze arbitrali vanno pronunziate secondo equità. Esse vanno depositate presso l'Ufficio Regionale del Lavoro per la omologazione. *for approval in respect of legal validity.*

Legal check Tutti gli atti del giudizio arbitrale sono esenti da bollo :

6°) CONTROVERSIE INDIVIDUALI DI LAVORO

Mentre nessun dubbio può sorgere che la Magistratura del Lavoro come organo destinato alla soluzione delle controversie collettive di lavoro abbia cessato di esistere in dipendenza dell'Ordine Generale

- 8 -

n°8,

(Nulla deve ritenersi mutato per quanto riguarda la competenza in materia di controversie individuali di lavoro.

Nulla vieta che presso gli Uffici del Lavoro possano ^{anche farsi} esperirsi tentativi di conciliazione di vertenze individuali.

Ricevuta una richiesta al riguardo da una delle parti, l'Ufficio del Lavoro, ove ritenga di intervenire, inviti ambedue le parti ed interponga i suoi buoni uffici per la conciliazione.

Su accordo d'ambidue le parti, risultante per iscritto, l'Ufficio può anche accettare di funzionare da arbitro, seguendo le norme sopra indicate per gli arbitrati delle controversie collettive di lavoro.

7°) COMPETENZA TERRITORIALE

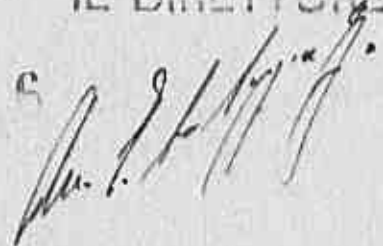
L'attività degli Uffici Provinciali del Lavoro ha per limiti la provincia. Il riconoscimento delle associazioni sindacali, la registrazione dei contratti collettivi di lavoro, gli esperimenti di conciliazioni, gli arbitrati etc sono esperiti da un Ufficio Provinciale del Lavoro quando riguardano categorie comprese nell'ambito della provincia di sua competenza. Se le categorie coinvolte trascendono i limiti di una provincia, competente è l'Ufficio Regionale del Lavoro.

Rituttavia questo può affidare la conciliazione o l'arbitrato di una controversia di sua competenza all'Ufficio Provinciale del Lavoro nella cui circoscrizione abbia sede una notevole parte dei componenti di una categoria interprovinciale. Inversamente, su motivata richiesta dell'Ufficio Provinciale o di una delle parti interessate, l'Ufficio Regionale può esperire la conciliazione o arbitrare una controversia collettiva a carattere provinciale.

8°) Le norme del presente "Ordine Amministrativo" avranno vigore dal giorno della loro emanazione, in quanto non siano interpretative o chiaritive di precedenti disposizioni.

IL DIRETTORE

52 6



REGIONAL LABOR OFFICE

SUBJECT: Collective Contracts and Arbitrations

I. COLLECTIVE CONTRACTS

1. The settlement of collective contracts may be directly affected between interested parties or, otherwise, through the intervention of the Labor Offices. This intervention may find expression in various ways viz:-

- a. Through direct methods aiming at an expeditious conclusion of a contract between parties;
- b. Through the technical study of any controversial question;
- c. Through intervention (of the Labor Office) calculated to bring about conciliation between the parties;
- d. Through cooperation (of third parties) in respect of problems to which the adherence of other Departments, Institutions, Private Firms and the like is required.

(a) Direct Methods aiming at expeditious conclusion of Contracts

i. Labor Offices should provide and offer appropriate premises for the conduct of discussion and negotiation between employees and employers. In such meetings the Director or one of his delegated subordinates should preside. A report shall be made of any such meeting should the parties reach agreement, a separate report should be made so as to prevent any confusion arising in connection with opinions expressed regarding the interpretation of the contract clauses.

ii. It may so happen that a labor organization or a representative Committee thereof might request the inclusion of some clause or the revision of a Collective Contract or the exchange of views on a divergence in connection with some collective agreement whereas the employer, or the Association of Employers may not be prepared to enter into any sort of discussion arising therefrom. In such cases, the Labor Office shall proceed to examine-in conformity with the procedure outlined below-the legal status of the employees and should it be found that the trade union, the Committee, and the appellant representatives represent legally the one part, then the Labor Office shall formally invite the other party to attend. The principle must be emphasized

HEADQUARTERS
ALLIED MILITARY GOVERNMENT
LABOR SUB-COMMISSION
AFN 394

MEMORANDUM

1 December 1943

SUBJECT: Contracts

TO : Economic Directorate

THRU : Col. Adams

This Sub-Commission has not entered into any contracts for supplies or services of any nature.



JTB/umr

J. T. R. BAIN,
Colonel,
Director, Labor Sub-Commission.

52

(2)

~~091442~~ 9007
Revision of ~~Cement~~ Contract.
Comigliaro and Ghilardi
Via Malaspina, 119
Palermo.

(442) DVM
etc
AMGOT/5017/CS

24 Sept. 3

In order to enable your firm to comply with the increases in wages which were ordered by the Palermo Province AMGOT HQ. on August 23, 1943, your contract for bagging and hauling cement is revised as follows:

Cement bagged in your bags and transported to your plant - - - - - 27.00 L. per 100 kilos.
Cement recovered in bags and transported to your plant - - - - - 18.50 L. per 100 kilos.
Cement bagged in your bags and transported to Via Malaspina, 68 - - - - - 28.00 L. per 100 kilos.
Cement recovered in bags and transported to Via Malaspina, 68 - - - - - 19.50 L. per 100 kilos.

HCR/tbw

52
JOHN T. ZELLARS,
Colonel, Infantry,
Acting Director Civilian
Supply & Resources.

Copies to: Lt. Le Fever
Capt. Morse, Labor Division JV

① A = all 091.442

ST: Civilian Contracts.File HR - c/s 5028 4Hear HQ, Eighth Army.
C.M.F.Capt D.A. Morse.
Labor Sect
ANGOT H.Q.
PALERMO

5145

091-442 R 46 PL
31 Aug 43

4 SEP 1943 J.I.

Te

Herewith for your information is a copy of the terms of a new contract entered into between the S.S.T.O. and a Civilian contractor at Syracuse.

It is probable that a contract on the same basis will be made in Catania.

C. Blatter
Col.
D.D.P.L.
Eighth Army.

WP

*Capt Morse**PA 8/9**See*

091-442

63
J.1

TERMS of New Contract which is being entered into between the S.S.T.O.,
Syracusa and Civilian Contractor Licciardello, Crazio, effective from
28 Aug 43

Stevedoring (does not include any shore labour)

1. For general cargo, but excluding uncased vehicles and petrol.

From ship to shore or ship to lighter	20 Lire per ton
From Lighter to shore or lighter direct to vehicle (includes shore labour)	15 " " "
2. For cased vehicles same rates as in 1 above.
3. For uncased vehicles: from ship to shore or ship to lighter.

Vehicles with 4 Wheels or more or tracked vehicles	150 Lire per item
Vehicles with only two wheels (e.g. M/cs or trailers)	75 Lire per item

Stevedoring and dock labouring.

1. For handling coal, bagged or loose.

From ship to shore or ship to transport or ship to lighter	20 Lire per ton
From lighter to shore or lighter to transport, or shore to transport	15 Lire per ton

Notes:

1. Above prices are for working a minimum of three ships, but not necessarily more than one at a time.
2. Normal shift to be 9 hours, but provision made for future possibility of working three 8 hour shifts at same rates.
3. Basis of price computation is as follows:
Discharges for one day were taken from seven ships as a sample. Tonnage discharged was averaged out into discharge per hatch per 8 hour shift. Normal gang for stevedoring is 11 or 12 men, allowing for extra remuneration of winchmen, hatchmen and foremen and contractors profits and overheads (no gear supplied by contractor) this may be calculated at 14 man units. To earn a wage of approx 80 Lire per 8 hour day the above contract prices are calculated.
4. To avoid trouble with dockers on daily rates of pay it is not desirable for stevedores to earn more than 50% more than this daily paid labour.

Subject:- Coal Contracts

Col. Thorne Thorne
c/o Main HQ.
15 Army Group

Rear HQ Eighth Army
CMF

R Imp2 PL

18 Aug 43

The attached copy of letter R Imp2 PL dated 18 Aug 43
is forwarded for your information.

Col.
D.D.P.L.
Eighth Army.

TJH

Submitted Conf. 8/21/43

520

X

COPY

Subject:- Coal Contracts

Rear HQ Eighth Army
CMF

R Imp3 PL

S.T.O. Syracuse

Copies to:-

"Q" Branch Main Eighth Army
 "Q" " " Rear
 "Q" " " Fortbase
 MOV & Tn Fortbase

18 Aug 43

Reference the coaling contract entered into by SSGO and
 LUCCI, ADDELLO Orazio.

Figures are now available in respect of the handling of
 300 tons of coal from the S.S. "Shirabank" and in my opinion
 show that the contractor is allowed far too great a margin of
 profit and that the contract is a most uneconomical one from
 our point of view. The figures are set out below:-

Rates for discharging coal

a) from ship direct to wagon or to vehicle	Lire 40	per ton.
b) from ship to shore	" 40	
c) from shore to wagon or vehicle	" 20	
d) from ship to lighter	" 40	
e) from lighter direct to vehicle	" 30	
f) from lighter to shore	" 25	

Unloading began on 11 Aug 43 and was completed on 13 Aug
 43. The contractor's figures are as follows:-

Date	Hours worked	Ship to shore	Ship to truck
ALL		Tons	Tons
11	2		130
12	2		120
13	3	24	24
	21	24	274

The contractor's figures show a discharge of 298 tons
 (compared with B/L figure of 300 tons). For this work the
 contractor will receive:-

274 tons from ship to transport at Lire 40 per ton	10950
24 tons from ship to shore at Lire 40 per ton	960
	<u>Lire 11910</u>

A gang varying daily from 22 to 25 men was employed on
 this work and the contractor provided no gear of his own.

Reference the coaling contract entered into by ASFO and LUCCIARELLI Orazio.

Figures are now available in respect of the handling of 300 tons of coal from the S.S. "Shirbank" and in my opinion show that the contractor is allowed far too great a margin of profit and that the contract is a most uneconomical one from our point of view. The figures are set out below:-

Rates for discharging coal

a) from ship direct to wagon or to vehicle	Lire 40 ^{per ton}
b) from ship to shore	" 40
c) from shore to wagon or vehicle	" 20
d) from ship to lighter	" 40
e) from lighter direct to vehicle	" 30
f) from lighter to shore	" 25

Unloading began on 11 Aug 43 and was completed on 13 Aug 43. The contractor's figures are as follows:-

<u>Date</u>	<u>Hours worked</u>	<u>Ship to shore</u>	<u>Ship to truck</u>
<u>Aug</u>		<u>Tons</u>	<u>Tons</u>
11	9		150
12	9		120
13	3	24	24
	<u>21</u>	<u>24</u>	<u>274</u>

The contractor's figures show a discharge of 238 tons (compared with B/L figure of 300 tons). For this work the contractor will receive:-

274 tons from ship to transport at Lire 40 per ton	10956
24 tons from ship to shore at Lire 40 per ton	960
	<u>Lire 11916</u>

A gang varying daily from 22 to 25 men was employed on this work and the contractor provided no gear of his own. On the basis of the contractor paying the men 120 lire per 9 hour day (a very generous rate in view of the fact that unskilled labour and stevedores in direct WD employ receive only 50 and 70 lire respectively), his labour cost would be 7600 lire thus leaving a margin of profit of nearly 5000 lire for just over two days work. It will be seen therefore, that where several ships are discharging and several gangs working for the contractor daily he will have been making up to 5000 or 6000 lire clear profit per day.

I cannot recommend, therefore, that any more contracts of this nature are placed. Future contracts should be framed so that, after payment of a daily wage to his employees that is higher than WD wages, but certainly not higher than 120 lire per day, the contracting party should be unable to make a net profit of more than 1000 lire per day per 100 men employed.

If, from perusal of the above facts, you are in agreement, it would be much appreciated by the GOC FORTBAG if, when you enter into any future contracts, you would be kind enough to consult P & L as you will realise that all contracts of this nature should be uniform - otherwise the labour market may be seriously prejudiced.

(signed) C. Stather Col.
D.D.P.L.
Eighth Army.

A 11

LIST OF PAPERS

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SERIAL NUMBER	FROM—	DATE	TO—	SYNOPSIS
				528

INSTRUCTIONS.—When papers on a subject become numerous they will be numbered serially and brief entries made on this form.

