



THE LABOUR COURT

Third Annual Report

(FOR THE YEAR 1949)

made to the Government in pursuance of Section 23 of the
Industrial Relations Act, 1946.

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3. The amount by which existing wages should be increased should be determined by negotiations in accordance with the usual practice, regard being had to all the circumstances of each case, including such matters as the time at which the present wage was settled and the price level at that time. But save in exceptional cases no claim should be made for an increase in the wages of adult male workers to more than 11s. over the present weekly wages (which in general would be the wages fixed by the settlements first made after the revocation of Emergency Powers Order No. 260), with increases for female adult workers and for juveniles in accordance with existing practice. If employers are not prepared to concede a claim for an increase within this limit, the onus of showing exceptional circumstances in justification will lie upon the employers. Similarly, if workers claim an increase exceeding this limit, the onus of showing exceptional circumstances in justification will lie upon them.

4. The opening of negotiations for the revision of wage rates that have been fixed by formal agreements should not be debarred by reason of the terms of the agreement concerning its duration or the length of notice to be given before revision. Negotiations for the adjustment of wages in such cases should be governed by the principles set out in paragraph 3.

5. All negotiations should be conducted as speedily as circumstances permit, and no stoppage of work should take place until all the available procedures for settlement by negotiation, including reference to the Labour Court or other established machinery, have been exhausted.

6. It is recognised that wages adjusted in accordance with paragraph 3 may require further revision from time to time to meet changes in the cost of living. The subscribing organisations accordingly agree that they will meet again to consider this matter as soon as the position in regard to the official index of changes in the cost of living has been clarified.

7. Each of the subscribing organisations will furnish, for their mutual information and the information of the Labour Court, lists of their affiliated and associated bodies which accept, or as the case may be decline to accept, this Statement of Principles.

8. The agreement embodied in this Statement of Principles may be terminated by any of the subscribing organisations by giving three months' notice through the Labour Court.

