Legislation

1. Employee's Right to Absence from Work in Case of Extended Hospitalization of a Newborn - An employee who has completed at least one year of employment with their employer, and whose spouse has given birth to a baby who was hospitalized after birth for a period exceeding two weeks, is entitled to be absent for up to 20 days during the child's hospitalization period, provided that this period overlaps with their spouse's birth and parenthood period. This right is granted to the employee in addition to any other right they have to be absent from work during the aforementioned period by law.

   The aforementioned absence days shall be deducted from the sick days or vacation days available to the employee, at their choice, and may be utilized non-consecutively and even as partial days (**Women's Labor Law (Amendment No. 65), 2025 (Official Gazette 3351; 14.1.2025)**).

The National Labor Court Ruled:

1. **Murder at the Workplace – Is it a Work Accident?**

   The widow of an employee who was murdered during his work due to a family feud requested that the deceased be recognized as a work accident victim by the National Insurance Institute.

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The National Labor Court rejected the appeal and ruled that "it appears there is no substantial dispute that this was an intentional shooting, and not an accidental shooting due to misidentification. Furthermore, there is no dispute that the motive for the shooting was the feud between the deceased's family and the defendants' family. This motive lacks any occupational connection, and in this sense it is considered personal, even though it is based on family affiliation rather than the personal actions of the deceased. Given these circumstances, it appears that the scene of the incident was random in the sense that the murder could have been carried out on the street or in any other place where the defendants and the murderer - whose identity has not yet been determined – would have succeeded in carrying out their intention. In our opinion, even if the murder was carried out only after the defendants' family noticed the deceased at his workplace, this does not undermine the conclusion that this was a murder on personal grounds." (**Labor Appeal 30424-12-23 Jane Doe v. National Insurance Institute (judgment dated December 22, 2024)**).

The Regional Labor Courts Ruled:

2. **Sexual Harassment Compensation – Company Liability When the CEO (Harasser) is the Sole Shareholder** – The plaintiff resigned after approximately two months of employment at the company, claiming that the CEO sexually harassed her multiple times when he demanded that she massage his feet, kneel before him, struck her buttocks with bamboo, hugged her in a sexual manner, and demanded that she clean his pants while he was wearing them.

   The CEO was the sole shareholder of the company, which employed approximately 20 workers.

   The employer's obligations are detailed in the Prevention of **Sexual Harassment Regulations (Employer's Obligations), 1998**. One of them is the employer's duty to appoint a sexual harassment prevention officer to receive complaints, conduct investigations, and provide recommendations to the employer regarding the handling of sexual harassment complaints. Additionally, the officer's role is to provide counseling, information, and guidance to employees who approach them.

The company, as the defendant, did not meet the burden of proving that it took had implemented reasonable measures to prevent sexual harassment or retaliation in the workplace. The defendant did not claim, and consequently did not prove, that it appointed a person to serve as a sexual harassment prevention officer according to the law, and that it established an effective method for filing and investigating complaints of sexual harassment or retaliation.

The company claimed that regulations and procedures existed, but it was not proven that these were distributed to company employees or that they were accessible to the plaintiff and other employees.

Moreover, in this case, the harasser is the sole shareholder of the company, so it can be said that he harassed the plaintiff under the company's authority and protection.

The Regional Labor Court accepted the plaintiff's version and found her testimony credible and supported by external evidence, while the CEO's version was found unreliable and inconsistent.

The CEO was ordered to pay the plaintiff ₪400,000 as compensation for the sexual harassment, the company was ordered to pay the plaintiff ₪30,000 as compensation for breaching its obligations to prevent sexual harassment, and additionally, the CEO and the company were ordered to pay attorneys' fees and expenses in the amount of ₪100,000 (**Case 53544-05-20 Jane Doe v. Anonymous Company et al. (judgment dated December 8, 2024)**).

3. **Deduction of Union Handling Fees –** The Ministry of Education, which executes the collection and transfer of fees from workers to the Teachers' Union, deducted handling fees from the salaries of teachers who are members of the National Labor Federation in Eretz-Israel (a national labor union, hereinafter – **the Federation**) and transferred these dues to the Teachers' Union. The Federation claimed that its members should pay membership fees to the Federation itself, rather than paying handling fees to the Teachers' Union. The Federation filed a lawsuit alleging that when its members requested to implement this change, the Ministry of Education imposed bureaucratic obstacles on them. The Federation demanded that the Ministry recognize these teachers' status as Federation members and cease treating them as non-unionized employees.

   The Court ruled that if a labor union confirms an employee's membership, this confirmation is considered valid even if the employee has not confirmed his membership separately to the employer. (**SF (Jerusalem) 12490-12-24 National Workers Organization in Israel v. State of Israel - Ministry of Education (judgment dated January 1, 2025)**).

4. **Transfer of Funds to Non-Representative Labor Organization -** The National Labor Federation demanded, inter alia, that the Ministry of Education transfer to it funds for teaching employees who are its members, including holiday gift funds as practiced for teaching employees who are members of teachers' organizations and scholarship budget from funds transferred to the Teachers' Union Professional Advancement Fund.

   Regarding holiday gift funds, it was ruled that "…transferring funds to the labor organization instead of to the employees themselves requires appropriate organization. In our case, there is an enormous gap between the National Federation and the two teachers' organizations in question. The two organizations have existing mechanisms for such payments due to their status as representative organizations in bargaining units vis-à-vis the Ministry. On the other hand - the National Federation is not a representative organization in any way, and one cannot say that distinguishing between representative and non-representative organizations in this matter is groundless…

…One cannot ignore the negligible number of National Federation members among all teaching employees. Should every labor organization with one or two teaching employee members be entitled to demand that their holiday gift funds be transferred through the labor organization? It seems the negative answer to this is clear.

…The National Federation is indeed a large and recognized organization in the country, however in the specific bargaining unit (and in the country in general) it is an organization whose members constitute a negligible portion of the workers. Under tests of proportionality and common sense, there is no place to order that the employer be required to invest in adjustments, and certainly not resources, in order to adapt itself to every small group of workers who chose to organize in one labor organization or another.

…The employer's obligation under the Collective Agreements Law and case law is preventive - to avoid harming employment terms due to organization; the employer has no active duty to act in favor of/strengthen organization, including not being required to create certain mechanisms just because these mechanisms might promote organization…"

…One cannot say that the Ministry's avoidance of paying holiday gifts to Plaintiffs 2-3 through the National Federation constitutes harm to their employment terms and therefore it also does not constitute harm to organization."

Regarding scholarships, it was ruled that "…insofar as a teaching employee who is a member of the National Federation is prevented from using the Fund's scholarship money due to not being a member of the Teachers' Union (or if required or received a demand notice to return a scholarship received due to this), this constitutes harm to their employment terms in violation of Section 33J of the Law…"

"Insofar as the Ministry transfers funds intended for all employees without bothering to check whether in practice they are not being used in an equal manner that does not harm the individual right of the teaching employee to organize as they wish - this constitutes turning a blind eye and even without determining whether it is intentional or not - this should be viewed as 'employer behavior that prevented freedom of choice' and should not be accepted."

"…The Ministry is obligated to take steps that prevent harm to worker organization including but not limited to: establishing a Ministry oversight mechanism (by itself or through its representatives in the Fund) over the manner of distribution of Fund money, including regarding equality among all teaching employees - and conducting effective and regular oversight accordingly while drawing necessary conclusions from investigation results; establishing transparent mechanisms for informing all teaching employees - regardless of their affiliation or non-affiliation with any organization - which will clearly inform them about their equal rights to benefit from Fund money according to the various ways decided by the Fund for implementation; ensuring that notices are not published among teaching employees that mislead regarding the ability of employees not organized in the Teachers' Union to benefit from Fund money, and so forth." (**Case 38446-01-21 National Labor Federation et al. v. Ministry of Education (judgment dated January 6, 2025)**).

This client update does not constitute legal advice and is provided as a service to our clients.

Agmon with Tulchinsky will be happy to assist and advise on any questions that arise.

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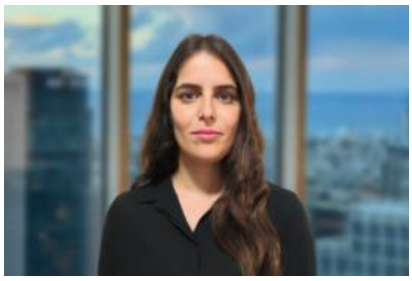

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