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Description of contents

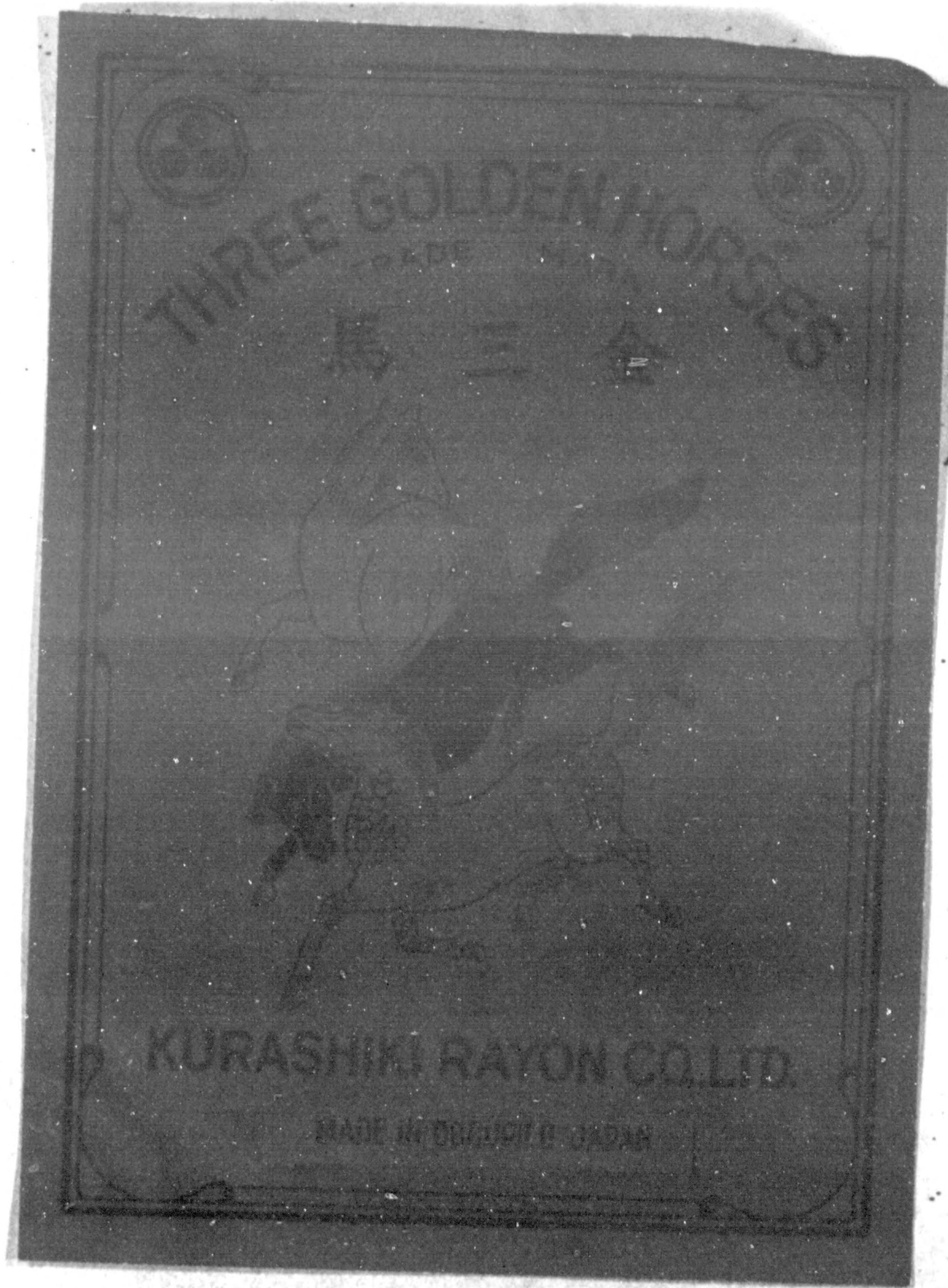
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KURASHIKI KENSHOKU CO., LTD.
MADE IN JAPAN







DRAFT OF LABOR AGREEMENT

Kurashiki Rayon Co., Ltd.

File
Sayo.

The Kurashiki Rayon Co., Ltd. (herein-after referred to as "the Company") and the Federation of Kurashiki Rayon Trade Union (herein-after referred to as "the Union"), do hereby enter into the present agreement in conformity with the Spirit of Labor Law. Under this agreement the company recognizes the Union's right of labor and the Union recognizes the Company's right of management (including personal administration) and mutually promise to co-operate faithfully and abide by the agreement with a view to maintaining peace in the industry and to developing business prospect.

Chapter I General Rules

Article 1. The Company recognizes the Union as the only proper agency for conducting collective bargaining on behalf of the members of the union as regards wages, working hours and other labor standards.

Article 2. The Company recognizes the rights of the Union pertaining to organization, collective bargaining and other organized activities.

The Union recognizes the rights of the Company pertaining to management.

Article 3. The member of the Union must be a employee of the Company.

Article 4. All employees of the Company must be the members of the Union except for the following: -----

(1) Person empowered to participate in execution of important matters of the Company, having a position in planning, managing or supervising and is responsible for at least partial execution of the business of the Company ----- above Chief of Unit.

(2) Person to participate in the decision of labor standard -- Above Chief Official engaged in labor relations.

(3) Person to undertake works that require secrecy:----- Secretary, general affairs and finance clerk, research staff, telephone operator, typist who handle secret documents.

(4) Person engaged in guard duty. ----- Watchman, full-time fireman.

(5) Others

a. Person under trial period in Article 19.

b. Person hired on daily employment basis.

c. Person hired for specific period of not longer than 3 months.

d. Shokutaku (part time temporary employee)

e. Repatriate still remaining abroad (at the time concluding this agreement).

(6) Any other person recognized by both the Company and the Union.

Person under the third item of the preceding paragraph shall be decided by negotiation between the Company and the Union

in each plant or office.

Person who does not join the Union or is expelled from the Union shall be, in principle, discharged by the Company.

Article 5. Employees under trial basis and those to be employed from now on must become the member of the Union on termination of trial period, except these mentioned in the preceding article.

Chapter II Union Activities

Article 6. The Company recognizes the freedom of the members of the Union to engage in union activities so long as the provisions made in this agreement are observed and the Company shall not discriminate them by reason of union activities.

Article 7. Any kind of political activities by the members of the Union is strictly prohibited in the Company's compound.

Article 8. The Union shall hold its meetings and carry on other activities outside of the working hours, but this shall not apply to any of the following cases provided that such activities will not give serious obstacle to business operation.

(1) Production Deliberation Council meeting or other meetings which are held according to mutual consent of the Company and the Union. The attendant, however, must be bona-fide Committeemen, representative or his duly authorized nominee to attend such meeting.

Only in each case of preceding items, the Company shall pay wage for that time, but shall not overtime pays.

(2) Investigation and adjustment of grievances carried out under regular procedure (less than two hours a day).

Article 9. The member of the Union when leaving his place of work in order to engage in any of the Union activities including those mentioned in Article 8, must notify the division chief in advance.

Article 10. The member of the Union, travelling due to the Union activities, must notify the Company in advance.

In the case of preceding paragraph, the Company shall treat him as absence and shall not pay the travelling expenses and wage for that time.

Article 11. Permission of the Company must first be obtained when the Union desires to open its exclusive office in the Company's building or compound, or to use or utilize provisions, furnitures or supplies belonging to the Company. In such cases the Union shall pay the necessary fee. The Company shall reserve the right to ask removal, change or return of such facilities, with at least one week's notice.

Article 12. Approval of the Company must first be obtained when the Union desires to post or distribute notice or printed matters or to do similar act in the Company's compound. The following matters are exempted from this ruling but require notification in advance to the Company.

This does not imply the restriction of the freedom of private living of the members of the Union who live in the Company's dormitory.

- (1) Notice or report pertaining to Union elections.
- (2) Report of appointment, dismissal, and transfer of Union officials.
- (3) Notice of various meetings of the Union.

The Company will provide a bulletin board in a fixed place through the conference with the Union, and the Union may make use of it within the scope of the above provisions.

Article 13. The Company recognizes the right of the Union to assign its members to serve full-time to the affairs of the Union.

In case the Union contemplate as provided in the preceding paragraph, it must notify the Company of the names of the members to be thus assigned and must decide by mutual approval.

A person assigned full-time to the affairs of the Union will be treated as suspended from employment, without pay, for the period during which he is thus assigned.

Article 14. The Company recognizes that the member of the Union, who notifies the Company in advance, can become a staff member of outside organization having relation with the Union. In such case, however, he shall be treated as suspended from employment without pay.

Article 15. When a person who has been assigned full-time

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to the Union affairs has left the position, the company shall, in principle, allow him to resume his former work and guarantee proper pay for his work. His period of work with the Union will be considered as if he had worked with the Company.

Article 16. The Company recognizes the freedom of the member of Union to enter the government service. When he enters or leaves, he shall be treated as follows.

(1) The member of the Union who has been a member of the Imperial Diet, governor, mayor, headman of district, town and village, and other civil servant of public body, and always leave his place of work, if approved by both Company and Union, shall be treated as suspended from employment without pay during his term of that position.

(2) The member of the Union who accepts the post as a member of the prefectural, municipal, town and village assembly, labor committeeman and other public body, etc. shall be treated as suspended from employment without pay within the limit necessary to execute his duty. However, in the case of special circumstances, he may be paid.

(3) Treatment of the member of Union who leaves the public office under the first item shall be individually deliberated with Company and Union.

Chapter III Personal Administration

Article 17. The company shall conduct the personal admini-

stration with fairness and prudence.

Article 18. The Company shall examine the applicants for position and select persons to be hired at its own free judgement.

Article 19. Newly hired employees shall under-go trial period of three months. Employee under trial period may be discharged at any time.

Article 20. Distribution, transfer, reinforcement, change of job, business trip, etc. shall be ordered by the Company.

Article 21. The member of the Union falling on one of the following items may be ordered suspension of employment.

(1) Absence of more than two weeks due to injury or disease caused outside the work.

(2) Absence of two consecutive weeks due to private affairs.

(3) Engagement in outside job.

(4) When the member of Union is assigned for full-time service of the union affairs or became a staff member of outside organization having relation with the Union.

(5) Other cases recognized to be under special circumstances.

Article 22. The period of suspension mentioned in the preceding article shall be as follows: -----

(1) For injury or disease due to causes outside the

work, two months.

(2) Absence due to private affairs, two months.

(3) For other reasons, necessary period.

Wages and other pays for the period of suspension shall be fixed separately.

Even during the suspension period, the Company may order reinstatement or extension of suspension period.

Article 23. Promotion and increase of pay shall be made by the Company on a fair basis and unbiased judgement of the character, ability, diligence and experience of the member of the Union.

Article 24. Age-limit of employment shall be full fifty-five years.

Article 25. When the member of the Union falls on one of the following items, such member shall be discharged on condition that he will receive 30 days' notice or average wage for 30 days.

(1) When the members of the Union is considered to be unable to stand the work due to mental or physical disability or become infirm and weak with age.

(2) When there is unavoidable operational reasons for the Company.

(3) When the member of the Union is considered to be much inferior in ability and efficiency and regarded impossible to improve.

(4) When there are other reasons corresponding to the above cases.

This ruling, however, does not apply to discharge due to Act of God or other unavoidable reasons which is approved by the government, and also to discharge of trial employee whose service period does not exceed 14 days.

The number of days for which average wage is paid as provided in the former part of the preceding paragraph shall be balanced from the days of notice.

Article 26. When the Company have to reduce or close the workshop and cut down the pay-roll owing to unavoidable business reasons, the Company shall do so after hearing the opinion of the Union as to the number of men.

Article 27. Regardless of the provisions in the preceding two articles, the member of the Union shall not be discharged during the period mentioned hereunder and additional 30 days thereafter.

However, this ruling shall not apply to discharge at the time of closure of the business due to Act of God or other unavoidable reasons approved in advance by the Government or when the final reparation is payable to the member who sustained injury or disease during the work.

- (1) Off-days period from disease and injury caused during the work.
- (2) Off-days period for female member before and after child birth as provided in Article 48.

Article 28. Reward and punishment shall be conducted by the Company on fair judgement of individual merit of each case.

Article 29. The member of the Union who falls on one of the following items shall be rewarded after deliberation.

- (1) Person who has long served the Company faithfully.
- (2) Person who is well-conducted, enthusiastic in the work and is respected for the model of others.
- (3) Person who is remarkably superior in efficiency than the others.
- (4) Person who has executed invention, improvement or plan useful to the work.
- (5) Person who prevented accident or rendered a distinguished service at the accident.
- (6) Person who performed honourable act as the employee owing to his national and social achievement.
- (7) Person who rendered other good deeds or distinguished service corresponding to the above items.

Article 30. Reward shall be conducted by giving honourable mention.

To honourable mention, prize in kind and in money, increase of pay or special vacation with pays shall be added for the second reward.

Article 31. The member of the Union shall not be punished except in the case provided from article 32 to 34.

When the contravention is slight, there is enough ground for taking the circumstances into consideration, or the repentance is judged sincere, punishment may be reduced to warning. Punishment may be published in board in the Company's compound according to circumstances.

Article 32. Punishment shall be classified into 4, namely: reprimand, pay-out, suspension from work, and punitive discharge.

(1) Person declared reprimand shall be asked to give a written explanation and warned for the future.

(2) Person declared pay-out shall be asked to give a written explanation and in wage reduced less than half as much as average wage per day. However, the total never amounts to more than ten per cent of the whole earnings for the period of payment.

(3) Person declared suspension from work shall be asked to give a written explanation and suspended from work for less than ten days.

(4) Person declared punitive discharge shall be dismissed without notice or dismissal allowance.

Article 33. For the member of the Union who falls on one of the following items, the Company may order pay-out or suspension from work. However, such penalty may be reduced to reprimand according to the circumstances.

(1) Frequent absence without leave due to unjust reasons.

(2) When the member of the Union took false procedure or

reported falsely about duty.

(3) When the member of the Union neglected duty, behaved badly, often acted against the rule, and disturbed the discipline and order of the Company.

(4) When the member of the Union took out, or intended to take out articles of the Company without permission.

(5) When the member of the Union repaired or manufactured private articles, or asked others to do so.

(6) When the member of the Union dealt rudely with fire or made a fire arbitrarily.

(7) When the member of the Union broke the building, machine, structure and other articles, or lost the machine and other articles, either willfully or through gross negligence.

(8) When the member of the Union caused damage to the Company either willfully or through gross negligence.

(9) When the member of the Union caused disaster, injury and other accidents for neglect of duty or lack of control.

(10) When the member of the Union impaired the honour as the member of Union due to unjust and immoral deed.

(11) When the member of the Union played gamble or similar game in the Company's compound.

(12) When the member of the Union acted against or did not follow the provisions, rules and notices as to safety and sanitation.

(13) When the member of the Union undertook other ac-

tions corresponding to the above items.

Article 34. The member of the Union falling on one of the following items shall be sentenced to punitive discharge. However, the penalty may be reduced to suspension from work or pay-cut according to the circumstances.

- (1) More than 14 consecutive days' absence without the leave due to unjust reasons.
- (2) When the member of the Union committed outrageous or threatening act for others, or gave obstacle to the operation of their business.
- (3) When the member of the Union did not follow directions and orders about the operation of business without reasons, and disturbed or intended to disturb the order of workshop.
- (4) When the member of the Union was employed by means of giving a false record or other unjust procedures.
- (5) When the member of the Union was employed by others in spite of a member of the Company without consent of the Company.
- (6) When the member of the Union divulged, or intended to divulge the grave secret of business outside the Company.
- (7) When the member of the Union received, or gave unjust money, articles or other things about business.
- (8) When the member of the Union is not expected to repent after receiving frequent punishment or warning.

- (9) When the member of the Union conducted political movement, posted, distributed notice or printed matters or did similar act through undue procedure in the Company's compound, or made others do so.
- (10) When the member of the Union impeded the normal operation of business for leaving the place of work without reason etc., or incited or instigated others to do such an action.
- (11) When the member of the Union fell on from the fourth to the thirteenth in the preceding article and the crimes are judged heavy.
- (12) When the member of the Union undertook other actions corresponding to the above items.

Article 35. When the member of the Union desires to resign, such member must tender written request to the Company, through the chief of respective division, within at least 14 days.

Article 36. The member of the Union falling under one of the following items, apart from the discharge or resignation as provided for in Articles 25, 26, 32 and 34 shall be disqualified from Company's employment.

- (1) Death
- (2) Expiration of suspended period of employment.
- (3) Expiration of contracted period.
- (4) At the end of age-limit.
- (5) In case of the member of the Union on temporary home

leave who failed to indicate his willingness to return to the Company after receiving the Company's notice to discharge such a member if he does not come back within a period of over 30 days.

Chapter IV. Wages (Fixed separately)

Chapter V. Working hours, Holidays, and vacation.

Article 37. Working hours of the member of the Union shall, in principle, be eight hours per day including 45 minutes rest hours.

The Company may change such working hours pending season or other circumstances after deliberation with the Union.

Rest hours shall include meal hour.

Working hours from 8.00 to 18.00

Rest hours from 12.00 to 12.45

In case of irregular black out during the working hours, such hours may be added to the rest hours and the closing time may be prolonged within a limit of three hours.

Article 38. If the company's business so require, the working hours provided for in the preceding article may be changed within a limit of average working hours of not exceeding 48 hours a week.

Article 39. Working hours under shift system shall be as follows. However, these hours may be changed, after deliberation with the Union, pending seasonal or other circumstances.

1. Three Shift system:

Working hours:

Morning shift 7 to 15.00

Evening shift 15 to 23.00

Night shift 23 to 7.00

Shift day and rest hours:

In principle, shift is made for each four day with rest hours of 45 minutes.

2. Two shift system:

Working hours:

Morning shift 6.00 - 14.00

Evening shift 14.00 - 22.00

Shift day and rest hours:

Shift will be made for each seven days with rest hours of 45 minutes.

Article 40. Holidays will be observed as follows. However, the holiday provided in the first item shall be one day every week or four days through four weeks under unavoidable circumstances, and appointed at the beginning of every month after deliberation with the Union.

1. Weekly off-day
2. New year holidays (December 31, January 1, 2, 3, 4)
3. Spring holiday, labor day, culture day, Bon-festival, autumn holiday.

After consultation with the Union, the Company may exchange the above holidays with black out holiday or other day according to the necessity of business or other circum-

stances.

Article 41. In case of necessity the company, with the consent of the Union, may require the member of the Union to work outside of fixed working hours or on holiday, notwithstanding the provisions in Articles 37, 39 and 40.

In case of overtime working over continual eight hours or duty on holiday, the company will allow other off-day within the same week.

Rest hours for overtime shall be determined by the chief of division at the rate of 15 minutes for each two hours working.

Article 42. Under unavoidable circumstances, such as act of God or accident etc, the working hours may be changed or extended, notwithstanding the provisions in this chapter.

Article 43. The Company may order the member of the Union to make day or night duties pending business circumstances.

Article 44. The members of the Union who served more than one half of a year and attended more than 80% of total working days are entitled to a paid vacation of three working days for each half year. Those having served more than one year and attended more than 80% are entitled to annual vacation of seven working days for a year. The members of the Union who served more than three years are entitled to additional vacation of one working day for each year, after two full years' service, in addition to the days stipulated in the preceding paragraph.

Wages during paid annual vacation shall be fixed separately.

Article 45. The members of the Union desirous to have annual vacation stipulated in Article 44 must request in advance. The company may ask to change the date of such vacation pending business circumstances. Absence may be transferred to annual vacation in which case, however, the member of the Union must notify in advance or get the Company's approval soon after such transfer.

Article 46. The annual vacation, unless requested for two years from the date of acquisition of that right, shall be cancelled by the statute of limitation.

Article 47. The members of the Union are entitled to the following off-days:

1. Transfer and taking new position to fix separately
2. Marriage 5 days
3. Death of relatives
 - a. Parents, spouse or child - 5 days
 - b. Grandfather, Grandmother, Brothers, Sisters, Grandchild, Spouses parents 3 days
 - c. Brothers and sisters of Spouse 2 days
4. Child-brith of wife 3 days
5. Off-days required by reason of injury or disease on account of work necessary period

- 6. Closure of traffic due to epidemic necessary period
- 7. Attendance to public office or other appointed place on public duty necessary time or period
- 8. Execution of right of citizen such as election ballot, etc; execution of public duty under public position with which the chief of plant agreed beforehand necessary time or period
- 9. Off-time due to Act of God or other reasons beyond the responsibility of the union member which is recognized by the Company..... necessary time or period

10. Other cases corresponding to the above cases and recognized by the Company
 ----necessary time or period.

In the case of item 2 and 3 above, the period may be extended within a limit of two days, where single trip of more than 200 kilometers is required.

Separate provision shall be made regarding the first and second paragraph of the article for which payment of wages is required.

Article 48. Birth holiday of 6 weeks will be given to women members of the Union before child birth upon request, and after birth without request. However, if after five weeks after birth, a woman member of the Union desired to work, she

may be allowed to do so if the doctor sees no objection.

Article 49. In case where it is very difficult or harmful for a woman member of the Union to work on her physical days, physical holidays may be given upon request.

Article 50. Overtime and holiday attendance of minor and female members of the Union shall be done within the limit of law and order.

Article 51. The provision of this Chapter shall not apply to special or intermittent work for which approval is obtained from government agency.

Chapter VI Welfare and Education

Article 52. The Company shall conduct with good faith various kind of enterprises in order to realize the welfare and education of the members of the Union. In operating such enterprises the company shall respect the opinion of the Union.

Article 53. The living life of members in the dormitory shall in principle, be governed by themselves.

Chapter VII Safety and Sanitation

Article 54. The Company shall undertake the necessary measures for safety and sanitation of the workshop and to contribute to the improvement of the health of the members of the Union and to prevent danger and accident.

Article 55. If the member of the Union has any opinion on matter relating to safety and sanitation, he shall be allowed to propose it to safety administrator or sanitation administrator or the person in charge thereof.

Article 56. The member of the Union may present any grievance over safety and sanitation in accordance with the procedure regarding adjustment of grievance set forth in Chapter 10.

Article 57. The Company shall examine the health condition of the members of the Union twice a year or whenever necessary.

The member of the Union shall not be allowed to refuse such health examination without good reasons. However, in case he asked some other doctor for his examination and submitted a letter certifying the result, the above-mentioned health examination may be exempted.

Article 58. The company shall not induce minor or female members of the Union and persons who have neither experience nor normal qualification on technics, to engage in dangerous or harmful work designated by law and order.

Article 59. The company shall prohibit working of a person who took infectious disease, mental disease or such disease, as is feared to become worse on account of labor.

Article 60. Aside from person stipulated in the preceding Article, such persons recognized by the sanitary administrator shall be restricted to engage in work as a person re-

quiring special attention,^{OR} may be transferred to some other light class of work for a given period.

Chapter VIII Collective Bargaining

Section 1. General Rules

Article 61. Collective bargaining between the Company and the Union shall always be carried out in peaceful and gentlemanly manner along the principles of mutual loyalty and sincerity.

Article 62. Collective bargaining shall be made by Federation of Unions or Workshop Union.

Article 63. The objects of collective bargaining shall be limited to those disputes stipulated in paragraph 1 of Article 112.

Article 64. When deemed necessary by both parties of collective bargaining small committees or special committees may be formed to investigate, study, deliberate and plan special problems.

The composition and power of special committee shall be determined each time by negotiation.

Article 65. Collective bargaining shall be made in closed session. In case of special need, witnesses, third parties or hearers may be admitted by mutual agreement.

Article 66. At the conclusion of negotiation, an agreement detailing all items of settlement shall be prepared and signed.

Article 67. Even after the break-down of negotiation, if one party proposes re-opening of negotiation, other party shall have to accept such proposition.

Article 68. During the negotiation, if one party desires to publish relative items, previous approval of other party shall have to be obtained as to the contents and manner of publication.

Article 69. Both parties shall not divulge any secret items of information obtained during the course of negotiation.

Article 70. The expenses of negotiations shall be on account of each party except those common to both parties which shall be shared equally.

Section 3. Negotiation by Federation of Unions

Article 71. The representative of negotiation by Federation of Unions shall be equal in number but not to exceed respectively 11 the number of clerk from each party shall be one only.

Article 72. The negotiation by Federation of Unions shall cover those items stipulated in Article 63 which are of common interest to all unions, affect other single Union or could not settle by negotiation by Workshop Union.

Article 73. The representative of company shall be elected from among officials and employees who are not members of the Union.

The representative of the Union shall be elected from among the members of the Union who are employees.

Article 74. Except in case of urgency, outlined items of negotiation shall be notified in writing to other party at least two weeks in advance.

The said notice shall be addressed on the one hand to the president of company through the chief of labor section, and on the other hand to the head of Federation of Unions.

Article 75. Except in case of urgency, the date, time, place, number of representative and other necessary items for negotiation with Federation of Unions shall have to be negotiated at least one week in advance.

Section 3. Negotiation by Workshop Union.

Article 76. The representative of negotiation by Workshop Union shall be equal in number but not exceeding respectively 10.

Article 77. The negotiation by Workshop Union shall cover those items stipulated in Article 63 which are peculiar to workshop and are within the limit of power of the head of Workshop but which have no effect on other workshop.

Article 78. The representatives of workshop shall be composed of the head of workshop and the employees who are not the members of the Union and nominated by the head of workshop.

The representatives of Union shall be elected from among the members of the Union who are employees.

Article 79. The outlined items of negotiation shall be notified to other party at least one week in advance except in case of urgency.

Article 80. The date, hour, place representatives and other necessary items for negotiation shall have to be negotiated with other party in advance.

Article 81. In case of non-settlement of negotiation the matters maybe referred to the negotiation by Federation of Unions.

Article 82. Where the items settled by negotiation are considered to affect others, the decision may be nullified and referred to the negotiation by Federation of Unions.

Chapter IX Production Deliberative Council

Section 1. General Rules

Article 83. In conformity with the object of this Agreement the Production Deliberative Council (P.D.C.) shall be formed to maintain smooth production activity and improve efficiency.

Article 84. There shall be Federated Production Deliberative Council (F.P.D.C.) and Workshop Production Deliberative Council (W.P.D.C.).

Article 85. Matters to be deliberated by this Council shall be as follows:-----

(1) Matters to be deliberated:

1. Standard of welfare.
2. Improvement of quality.
3. Others deemed necessary by both parties.

(2) Explanations by the Company:

1. Outline of management
2. Outline of personnel policy
3. Outline of production
4. Others deemed necessary by the Company.

Article 86. The Council meeting shall not be made public except in case of special need when witnesses, third parties or hearers may be admitted by agreement of both parties.

Article 87. Both parties shall not divulge any secret matters discussed in the Council meeting.

Article 88. All decisions made by the Council meeting shall be subject to the approval of respective organization.

The decision thus approved shall be executed in good faith by both parties.

Section 2. Federated Production Deliberative Council.

Article 89. Article 71-75 shall be applied to the function of F.P.D.C.

Section 3. Workshop Production Deliberative Council

Article 90. Article 76-82 shall be applied to the function of W.P.D.C.

Chapter ~~X~~ X Adjustment of Grievance

Article 91. The purpose of this chapter is to contribute to the maintenance of harmonious relation between the Company and the Union members through speedy and fair examination and settlement of any grievance arising between the Company, on the one hand, and the Union or its members, on the other.

Where a grievance has arisen between the company and the Union or its members, effort must be made in good faith and without stoppage of work to affect speedy solution in accordance with the procedure stipulated in this chapter.

Article 92. The "grievances" provided for in this agreement are controversies relating to the interpretation, application of this agreement and also of regulations for work or other regulations made by the Company, as well as any discontent or dissatisfaction of the Union to the Company or vice versa.

In case of any doubt as to specific problem whether it belongs to grievance or not examination thereof shall be carried out parallel with the procedure for adjustment of grievance, and if agreement of views cannot be reached, it shall be settled through the process of arbitration provided for in Article 103.

Article 93. Any grievance whether original or appeal, to be adjusted according to this chapter must be one which is recognized appropriate by the Grievance Committeemen.

Article 94. The names and divisions of the grievance committeemen must be notified to the Company. Only those persons thus registered to the Company shall have the power to act as committeemen. The number of the committeemen must not exceed the limit provided for in each article.

Article 95. Unless appeal of grievance to the higher stage is applied for within the time limit clearly provided for in Article 102-109, the grievance at issue is regarded as settled according to presentation or adjustment.

Article 96. All examinations and negotiations stipulated in this chapter shall in principle, be conducted during day-time working hours at place set forth in advance.

In case of unavoidable circumstances, necessary to execute other business one party may request other party to change the time of examination.

Article 97. When grievance is in common or interested with other workshop, the Company shall at once inform the grievance committeemen and examine the question at its proper stage for adjustment.

Article 98. The Union shall elect two grievance committeemen, from among the members of the Union who served the

Company at least five years, for each branch and each division and these committeemen shall form Branch grievance committee and Division grievance committee.

Article 99. The Union shall elect (not more than two) grievance committeemen for each place of work and those committeemen shall form workshop grievance committee.

Article 100. Any member or members of the Union having grievance may make an informal presentation of grievance verbally through grievance officer designated by the Company and try a solution, before following the procedure provided for in the next article and those to follow.

Article 101. Any grievance which failed to settle by using the procedure mentioned in the preceding article shall be adjusted by stages as provided in the next articles.

Grievance provided for in the following articles must be presented in writing.

In such writing, all the fact constituting the grounds of grievance must clearly and precisely be set forth, and the contention of complaint must be stated clearly.

Article 102. Document for presentation of a grievance shall be submitted by the branch grievance committee to the branch chief who has most to do with the adjustment of that grievance.

Such branch chief must render a decision within three days, but if unanimity of views cannot be reached, he must deliberate with the branch grievance committee.

The decision referred to in the preceding paragraph, irrespective of its contents, shall be notified in writing to the branch grievance committee.

The unsettled grievance in the preceding paragraph shall be referred to the division grievance committee by the branch grievance committee.

Article 103. When the division grievance committee received the grievance item set forth in the third paragraph of the preceding article, the committee shall submit it to the division chief concerned.

Such division chief must render his decision within three days but if unanimity of views cannot be reached, he shall deliberate with the division grievance committee.

The decision referred to in the preceding paragraph, irrespective of its contents, shall be notified in writing to the division grievance committee.

The unsettled grievance in the preceding paragraph shall be referred to the workshop grievance committee by the division grievance committee.

Article 104. A grievance which could not be settled at the stages mentioned in the preceding articles shall be submitted to the chief of workshop through the chief of labor division by the branch grievance committee, division grievance committee or workshop grievance committee within three days stating the matters dealt with according to the preceding articles with validation of the Union.

The chief of workshop must render a decision within seven days, but if unanimity of views cannot be reached, he shall deliberate thereon with the branch grievance committee, division grievance committee or workshop grievance committee, and he also shall refer the matter to the Workshop Collective Bargaining if it is found advisable to do so.

Where a grievance involves a general problem of the workshop or is clearly of a nature not suitable for presentation to the stage mentioned in the preceding article, presentation may be made to this stage from the outset.

Article 105. Where, at the stage mentioned in the preceding article, a grievance is beyond the power of workshop chief or the decision rendered is not satisfactory, such grievance shall be submitted within seven days by the workshop grievance committee to the president of the Company through the chief of labor section in the head office.

The president must render his decision within ten days.

Article 106. A grievance against discharge may be presented to the chief of workshop, through chief of labor division, within two days, notwithstanding the provisions of articles 100-104.

The chief of workshop in such case must render his decision within two days.

If the decision mentioned in the preceding paragraph is not satisfactory, the grievance may be presented to the company President within two days through the chief of labor section in the head office.

In the case of preceding paragraph the Company President must render his decision within five days of receipt of such presentation.

Article 107. The Company's representatives in the various stages for the adjustment of grievance have authority to render decision only with their respective scope of authority, and they shall reject a grievance involving any matter beyond their authority by giving notice to that effect, as well as a grievance involving a question which should first be taken up at a lower stage by giving notice that it must come through such lower stages.

Article 108. Where the Union is not satisfied with decision mentioned in Article 105 and 106 it shall ask for an arbitration by third party deemed suitable by both parties after deliberation with the Company in advance. The decision of the arbitrators shall be binding upon both parties.

Article 109. The arbitrator must render a decision within fourteen days (within seven days in case of grievance against discharge).

Article 110. If the Company has a grievance against the Union or its members, such grievance must be adjusted according to stages corresponding to those mentioned in and up to the preceding Article, and within respective period, depending upon its nature.

Chapter XI Disposal of Dispute

Article 111. The purpose of this chapter is to contribute to the maintenance of harmonious relation between the Company and the Union through speedy and fair examination and settlement of any dispute arising between the Company, on the one hand, and the Union, on the other.

Where a dispute has arisen between the Company and the Union, effort must be made in good faith and without stoppage of work to effect speedy solution in accordance with the procedure stipulated in this chapter.

Article 112. The "disputes" provided for in this agreement are controversies relating to working conditions not covered by the "grievance" and are mainly relating to the changes in provisions of the labor agreement, change of wage basis, mass discharge and other similarly important problems.

In case of any doubt as to a specific problem whether it belongs to dispute or not, examination thereof shall be carried out parallel with the procedure for disposal of dispute, and if agreement of view cannot be reached, it shall be settled through the process of arbitration provided for in Article 108.

Article 113. In case of a dispute for which compromise has not been reached despite repeated negotiations carried on according to the provisions of chapter 9 conciliation by the competent Labor Committee is sought. In such case, both parties must strive to find out a solution along lines of the conciliation recommendations.

Article 114. Where the conciliation provided for in the preceding article has proved of no avail, mediation by the competent Labor Committee shall be sought. In this case, both parties must strive to find out a solution along the lines of mediation plan rendered.

Article 115. Where the mediation provided for in the preceding article proved of no avail, arbitration by the Labor Committee may be sought.

The decision rendered by the arbitrator shall be binding upon both the company and the Union.

Article 116. Expenses for conciliation, mediation and arbitration shall be on account of respective parties except mutual expenses which shall be paid in equal proportions.

Article 117. During the effective period of this agreement, neither the Union nor the Company, whether as a whole or in part, will resort to such dispute tactics as sabotage, strike or lockout until all the procedures provided for in Articles 112-115 have been completed.

Where mediation plan is rendered and accepted by both parties, if there are controversies as to its interpretation and application, such matter shall be referred to the arbitration of the Labor Committee concerned.

Article 118. Where the company or the Union is to enter a stage of dispute as an unavoidable step, notice must be given to the other party fourteen days in advance.

Article 119. Where the company or the Union has resorted to a dispute tactic in contravention of this agreement or of a matter established in pursuance of the procedure provided for in this chapter, such tactic will be deemed unfair, and the injured party may demand reparation of damage and all other right accruing therefrom.

The Union will not carry out control of production or of management or sympathetic strike, sabotage or wild cat strike by way of dispute tactics.

Article 120. Sabotage, strike or other similar measures, irrespective of the form in which it is carried out, will constitute dispute tactics if it interferes with normal operation of the business or renders work impossible.

The Union is responsible to stop at once any act of dispute, regardless of its name provided in the preceding paragraph which has been carried out or is going to be carried out independently without instruction from the Union.

Article 121. During a dispute period, both the company and the Union will abide by the following agreement:

1. There will be no payment of wage during a dispute.
2. Even during a dispute, persons mentioned below will conduct their duties as normal in accordance with instructions from the Company.
 - a. Persons engaged in works directly concerned with the allied forces, such as:
 1. Operatives by direct order
 2. Persons in charge of various reports.

- b. Persons in charge of safety and normal upkeep and operation of the equipment, such as: Cashier, Wage Accountant, of water, electricity, motive power, safety and sanitation administrator, drivers of Trucks. (necessary number).
- c. Persons in charge of works directly concerned with daily living of the employees, such as:
All staff of Hospital or Medical Room, Mess Room, Dormitory, School, Bath Room, Consumers Cooperation, Materials, Agricultural Farm (necessary number)
- d. Persons necessary for maintenance of function of machinery and equipment.
- e. Persons in charge of urgent or important liaison works.
- f. Assistants to managing staffs, their automobile drivers, couriers of documents.
- g. Others deemed necessary by both parties.

3. During the act of strike, members of the Union shall not enter into the company's premises, other than those designated by the Company, without permission of the Company.

4. Any negotiation during act of dispute shall be conducted by equal number of representatives named by both parties.

In such case, subject of negotiation and date of meeting must be notified in advance.

Chapter XII Miscellaneous Rules

Article 122. As for other matters which are not covered by this agreement the Company may fix them in separate regulations of work or wage and other rules, after hearing the opinion of the Union.

When contract which is contrary to the regulations above are being made by mutual agreement of both parties, such contract shall have priority over the regulations mentioned in the preceding paragraph.

Any provision in the regulations for work wages or any other rules which is contrary to this agreement shall be null and void.

Article 123. The effective period of this agreement shall be from ----- 1949 to ----- 1950.

This agreement may be renewed for specific period by mutual agreement of both parties before its expiration.

Even in the effective period, part of this agreement may be revised under unavoidable circumstances through deliberation of the Company and the Union in accordance with the procedure of collective bargaining.

Article 124. This agreement cancels all agreements and memorandums which were previously entered into between the Company and the Union, and are in contravention of this agreement.

Article 125. When one of the party to this agreement de-

sires to renew it, a written application, together with draft of new agreement shall be presented, one month before expiration of this agreement to the other party for deliberation at the negotiation by Federation of Unions.

When deliberation mentioned in the preceding paragraph can not be completed after expiration, the agreement will remain still in force but may be abolished by giving 30 days' notice from either party.

Article 129. This agreement shall be put in force from _____ 1949.

----- oOo -----

(The End)

File

30 May 1949

SUBJECT: Report on change in Labor Agreement

FROM : Soichiro Ohara - Director, President Kurashiki Rayon Co. Ltd.
No. 497-4 Motomachi Kurashiki City

Yoshijiro Ochi - President, Federation of Kurashiki Rayon Labor Union
No. 892 Sakubishi Saijo City

The company and Federation shall agree upon the following regards full-time union officials, union office, boundary of union members and union activities as a temporary measure until final labor contract, of which negotiations are underway, is concluded.

Note

- A. Treatment of full-time union officials.
1. Status: will be placed on leave
 2. Detachment: will be consolidated into one section
 3. Personnel: same as present
 4. Reinstatement: The period of leave will be calculated in the longevity and will be restored, in principle, to the original work assuring a reasonable wage.
 5. No wages shall be paid while on leave. However, regards following items, treatment shall be the same as with workers in general.
 - a. Retirement allowance.
 - b. Felicitous and condolence grants; money of sympathy.
 6. Travel expenses: will not be paid.
 7. Utilizing welfare facilities: will be treated the same as with workers in general.
 8. Health Insurance, Welfare Annuity Insurance, Unemployment Insurance - will be treated the same as with general workers.

B. Loan of Union office and equipment

The rental charges for the Union office and equipment being loaned to the union by the company at present shall be as follows.

Kurashiki Plant	Monthly	500 yen
Saijo	"	500 yen
Okayama	"	200 yen

C. Limit of non-union members.

1. Responsible people whose work assignments are such that they participate in the helm of management and are holding positions of planning managing and supervising.

- a. at Head office and factories: Section Chiefs and above.
- b. at Head office: assistant section chief related to General Affairs, Accounting, Personnel Affairs and Labor.

2. Those who participate in deciding working conditions:
Sub-Section chief of Labor Section.

3. Those handling confidential business matters:
Secretary of the directorate, typist of directorate (1), and other who especially handle confidential business. (About one person at each plant office)

4. Those related to Peace Preservation.

- a. All of the plant protection guards at the Saijo Plant.
The Guard chief and squad leaders at the Kurashiki and Okayama Plants, temporarily.
- b. Full time fire fighters.

5. Others.

- a. Those under probationary period.
- b. Casual workers hired day-to-day.
- c. Temporary employees hired for period of 2 months and less.

- d. Part time employee not on regular staff.
- e. Repatriate still yet to return.
- f. Besides those mentioned above, those recognized by company and union.

The final decision on item 3 and 5 (f) will be made by labor-management deliberation of the various plants.

D. Union activities.

Union activities of the members shall, in principle, be carried out outside of working hours.

E. Date of effect: From 21 May 1949

Acknowledged and sign, 24 May 1949 by Presidents of the Co. & Union Federation

4 June 1949

FROM : Mr. Takamura

SUBJECT: Main issues taken up at the 62nd LRC meeting, 3 June

1. On the suspected violation of Art 11, at the Sakaroku Co. both company and labor union had failed to submit the requested reference material. After deliberation it was decided that both labor and management will submit the reference by 7 June and after reproducing the material they will be distributed to the members of the committee, who upon study will meet on the 15 June. Deliberation will follow and if no decision is reached the meeting will be continued the following day, 16 June.

2. It was decided that 3 member from each category, Labor, employer and neutral, will attend the conference at Takamatsu on the 6, 7, June.

Will Lt. Nettles be there, too?

17 May 1949

To: Ehime Military Government Team
 From: Seitaro Hata, Factory Manager
 Tokyo Shibaura Electric Co. Imabari Plant
 Subject: Reporting Half-day Strike

We beg to report as follows:

The labor union of our plant informed us of 12 May, as shown in attached copy, and went on half-day strike.

--notification--

We will go on half-day strike as of 1300 hours today.

1. Breach of labor contract
2. Non-payment of overtime allowance.

12, May 1949

To: Mr. Seitaro Hata, Manager of Imabari Plant
 from: Toshiba, Imabari Plant union
 Pres. Tsuneo Nagahashi

19 May 1949

Mr. Ochi, Director, Kurashiki Rayon Co. Saijo Plant labor Union

Started negotiation on new contract on 5 May. 2nd meeting was held on 15 May. Final negotiations will be started on and after 20 May.

Some points that have been agreed upon so far are:

1. The number of full time union officials will be the same as before, and will be put on leave without pay.
2. The union will start payment as of 21 May. The wage calculation for May will be closed as of 20 May and the accounts will be transferred to the union thereafter.
3. The period of leave will be calculated in the seniority.
4. Welfare, health and other insurance benefits will remain the same as heretofore.

These points will be included in a temporary agreement to be signed prior to official negotiation in revising the Labor Contract.

The question yet to be settled is the limit of Union Membership.

Mgt's plan: Assist. section chiefs and above will be representatives of management interest. However, the sub-section chief of the Personnel affairs section will also be included.

Union's plan: Assist. section chiefs and below will be union members with exception of assist. section chiefs of the Personnel Affairs and Accounting sections.

This question was taken up at a meeting of management and the Union Federation to no satisfactory settlement.

When taken up at the local level, the Saijo Plant agreed to accept the

the management's plan. But the Kurashiki Local union thinks otherwise, and the final attitude of the union will be decided around the 20.

Labour Agreement

Kurashiki Rayon Co., Ltd.

Fundamental Rules

Chapter I Object

Article 1. Kurashiki Rayon Co., Ltd., the Associated Unions of Kurashiki Rayon Co., Ltd. and the Unions conclude the following agreement in order to stabilize the living of union members, to strengthen the industry, to democratize the management and to maintain the peace for industry.

Chapter II Basic matters

Art. 2. The company recognizes the Associated union and the Unions.

Art. 3. The company recognizes the right of collective bargaining of the Associated Unions and Unions.

Art. 4. The company, Associated Union and Unions organize two councils composed of the Associated Union and Management and also Unions and Management as detailed in the attached rules to manage the matters concerning mainly the labour conditions, treatment, welfare and production.

Chapter III General matters

Art. 5. All the employees of the company are the members of the unions, excepting those who are engaged in the business regulated by the rules of the Unions.

Art. 6. In case the company discharges the members of the Unions, it necessitates the consent of the Unions.

-2-

Art. 7. In case the company transfers the employees to another post, it should be done considering the circumstances of the Unions and members of the Unions.

Art. 8. In case the company changes the organization, the matter should be questioned beforehand to the Council of Associated Unions and Management.

Art. 9. The company positively helps the movement of Consumers' Union.

Art. 10. Associated Union and Unions make their efforts for the development of members' culture and technical ability and are responsible for the actions taken by bad members.

Art. 11. In case the dispute arises, it should be presented to the arbitration or mediation of the Council of Associated Union and Management and Council of Unions and Management and Labour Committee and it should not be resorted arbitrarily to the actions of controversy such as the closing of the factory or strike.

Chapter IV Special matters

Art. 12. The company recognizes the Associated Union and Unions to join or have connection with other organizations.

Art. 13. The company considers the members of the Unions engaged in the business of the unions as doing the business of the company.

Chapter V Supplementary Rules

Art. 14. The agreement is to be brought into effect at the time when all the representatives finish the signatures.

-3-

Art. 15. This agreement is valid for half a year. In case it is to be revised, it should be notified two weeks before. If not, it is effective for half a year more. Furthermore, in case new agreement is not concluded after it becomes invalid, this agreement is in effect before it is concluded.

company and Associated Union organize the Council and factories or business offices and unions organize the Council of Unions and Management.

Art. 15. This agreement is valid for half a year. In case it is to be revised, it should be notified two weeks before, if not, it is effective for half a year more. Furthermore, in case new agreement is not concluded after it becomes invalid, this agreement is in effect before it is concluded.

Art. 16. In case the agreement is revised partly while it is in effect, the item to be revised should be notified beforehand and it is to be revised within two weeks.

Art. 17. The revision or amendment of this agreement is to be carried on at the Council of the Associated Union and Management.

Art. 18. Three copies of the agreement should be made so that each copy of them may be kept by the company and the Associated Union and one copy may be submitted to the Government concerned.

Attached Rules

Regulations of Council of Associated Union and Management and Council of Unions and Management

Art. 1. According to the object of the agreement, the company and Associated Union organize the Council and factories or business offices and unions organize the Council of Unions and Management.

Art. 2. The Council of Associated Union and Management is organized by less than eleven representatives of the company and Associated Union. Council of Unions and Management is organized by less than ten representatives of the company and unions.

-4-

Art. 3. When the Council of Associated Union and Management and Council of Unions and Management are to be held, either one of the councils proposes by advocating its object. The representatives are called by the president of the company or the head of the Associated Union for the Council of Associated Union and Management and Manager of the factory or business office or the leader of the Union for the Council of Union and Management.

Art. 4. The Council of Associated Union and Management is in force when more than one representative of the company and each union are present.

Art. 5. The chairman of the Council of Associated Union and Management or Council of Unions and Management is to be elected from among themselves.

Art. 6. Council of Associated Union and Management handled the following matters:

- (1) Deliveration and decision of the standard for wage rate, allowance, bonus, retiring allowance, hour, holiday, vacation, temporary retirement, positions, function and employment.
- (2) Deliveration and decision of rewards and punishment.
- (3) Deliveration and decision of the matters for welfare.
- (4) Deliveration and decision of the matters to rationalize the industry and to develop the labour efficiency.
- (5) Explanation of the conditions of production and management.
- (6) Deliveration and decision of the matters which are not decided at the Council of Unions and Management.
- (7) Change and amendment of labour agreement.

-5-

Art. 7. Council of Unions and Management handles the matters mentioned in preceding Item 1 to Item 5.

Art. 8. Matters decided at the Council of Associated Union and Management and Council of Unions and Management are handled as it is according to the Labor Agreement after being recognized by the company and unions. If unrecognized, it is to be delivered again.

Art. 9. The Council of associated Union and Management and Council of Unions and Management are able to organize the Special Committee Members of the Special Committee are able to explain their opinions concerning the matters specialized for them at the Councils.

November 20th 1948.

Report on the course of joint negotiation on wages
by 4 manufacturers exclusively of synthetic fibre.

By 4 manufacturers exclusively engaged
in synthetic fibre.

Contents:

1. Demand of introspection sent by management to the Union on Oct. 12th in respect to anti-cooperation and discouragement on overtime agreement.
2. Unions reply to the demand of management dated Oct. 12th.
3. Repeated protest of the management against non-cooperation on overtime agreement dated Oct. 23rd.
4. Notification of the application for conciliation addressed to the Central Labor Relations Commission by the Union dated Oct. 18th.
5. Conference between the management and the Union in respect to the application for conciliation, Oct. 25th.
6. The management's counter-appeal to the Central Labor Relations Commission for conciliation, Oct. 26th.
7. The first conciliation meeting at the Central Labor Relations Commission, Nov. 2nd.
8. The second conciliation meeting at the Central Labor Relations Commission, Nov. 5th.
9. The third conciliation meeting at the Central Labor Relations Commission, Nov. 8th.
10. The fourth conciliation meeting at the Central Labor Relations Commission, Nov. 10th.
11. The fifth conciliation meeting at the Central Labor Relations Commission, Nov. 11th.
12. Tripartite consultation among representatives of government authorities, Central Labor Relations Commission, and representatives of the management and Union, Nov. 15th.
13. Conclusion.

1. On October 5th, the Union, having declared a state of dispute, temporarily suspended negotiation, against which the management protested on the ground that the labor agreement in force shall be considered a part of the law and that the Union was responsible for a complete control over its entire organization so that no fraction of the Union should be allowed to take any action that might be contradictory to the agreement, and have kept vigilance over the course of event. After the declaration of dispute on the part of the Union, however, a difficulty was encountered in the enforcement of overtime agreement under Article 36 of Labor Standard Law between a certain management and the Union where good relations had been existing up to that time. Even some actions on the part of Union leaders directed to discourage overtime work under the existing agreement were perceived.

The management considering that such act of labor dispute as would degenerate the spirit of labor agreement or bring about impediment to the production should not be allowed, sent on Oct. 12th a demand as per the copy attached to the Chairman of the associated unions of the four enterprises requesting him to conform himself to the demand.

2. In reply to the demand of the management dated Oct. 12th the Union contended that the difficulty encountered in the course of ~~enforcing~~ overtime agreement was the consequence of its autonomous action quite justified under the existing circumstances and that acceptance or refusal of the enforcement of overtime agreement depended on workers' own will to which the Union had no concern and therefore the Union had no need of conforming itself to the demand of the management, and its reply to that effect was received on Oct. 15th.
3. The reply of Oct. 15th from the Union was quite unsatisfactory in that it lacked in sincerity and good faith. As the situation was getting worse to the point where it suggested presentiment of unusual character, the management had to make a strong protest once more against the Union's irresponsible attitude and the consequent ineffective control over the workmen in the factory on the fact of refusal of overtime working, which was in fact a direct violation of the spirit of labor agreement, and on Oct. 23rd made a further demand to Union leaders to act more sincerely and considerately.
4. The management was informed in writing, by the Union on Oct. 18th that an appeal to the Central Labor Relations Commission had been resolved at its enlarged dispute committee and an application for arbitration was to be presented before that commission on Oct. 26th.

5. The course of the event has thus been aggravating, as stated above, since the declaration of dispute by the Union. The synthetic fibre industrialists being conscious of the importance of their social duty have made careful examination since the beginning of the negotiation, on every phase of the management with a view to making the peaceful solution of the affair compatible with the righteousness of management and have endeavored, by all means within their power, to bring about satisfactory solution, at the same time persuading the Union for an autonomous settlement.

However, as the difference of opinion between the two parties seemed un-surmountable, the management has also decided to make a counter-appeal to the Central Labor Relations Commission and on Oct. 25th conferred with the Union and succeeded to make agreement precedent that each party should observe peace clause of the labor agreement, that no act resembling dispute or susceptible to provoke other party should be allowed.

6. In response to the Union's appeal to the Central Labor Relations Commission of Oct. 20th, the management, too, made an application for arbitration to that body on Oct. 26th as per copy herewith attached. Three arbitrators viz: Messrs. Takashi Katsura, Keizo Fujibayashi among neutral committee of the Central Labor Relations Commission and Setsuzo Nakajima, Director of the Commission were appointed.

7. The first arbitration meeting took place on Nov. 2nd.
8. The Second arbitration meeting took place on Nov. 5th.

During the first and second meeting, both parties offered their explanations on points at dispute and on collective bargaining in progress. There was an exchange of views among the members present.

The points at dispute are as follows:-

- (1) The Union insists on a raise of wage based on C.F.S.
- (2) The management contends that the demand of Union is unacceptable in view of the present financial condition of the company under the official price system.
- (3) Difference of opinion on standards of synthetic fibre (particularity) as well as on differential rates for districts.

9. The third Arbitration meeting took place on Nov. 8th.

A meeting was held between the arbitrators and the union at which meeting the Union giving explanation on the particularity of synthetic fibre at the same time advancing its interpretation on that point.

10. The fourth arbitration meeting took place on Nov. 10th.
The management expressed its interpretation on the same subject in contrast with that advanced by the Union.
11. The fifth arbitration meeting took place on Nov. 11th.
Exchange of views was made over again on the difference of interpretation as found to be existing between the management and the Union after the third and fourth meetings held by respective parties individually with the Commission.
12. On Nov. 15th, tripartite meeting was held with the management, the Union and the Arbitrators who have conferred among themselves on such questions as the course of negotiation, points at dispute and the official price.
13. Conclusion.
We, the representatives of the management, recognizing the important mission that has to be performed by the synthetic fibre industry in the reconstruction of our national economy, have been making every effort, all the way through, for the rational and peaceful solution of the problem. However, owing to the unsympathetic official price system, we have been driven almost to the wall in which position no concession whatever can be expected of us.

Without being called upon by the Union for higher wages, it is a known fact that some synthetic fibre manufacturers who have some profitable lines of side business such as ammonium sulphate, pulp and explosives etc.) are already paying much higher wages, there are also some export industries which cannot be operated at an exchange rate less than \$500 per dollar, (for example - Chinacel and celluloid etc.) paying a considerably higher wages than synthetic fibre industries. When these examples are brought before us, we frankly admit the facts and we do feel the necessity of paying wages on a general level.

Accordingly, we are almost everyday appealing to the Japanese Government Authorities for some means to solve the problem without, however, being favored with a conclusion. (As revision of official prices is not likely to be realized at an early date under the existing condition, a double price system for export is thought to be the most efficient and appropriate means to attain the object. By this means, none of the three principles of the source of wages will be violated and therefore there will be no ill-effect to others). And now the situation is about to take the turn for the worse. The above is the true aspect of the situation to which we earnestly invite the appropriate government measures.

SUBJECT: On Wage Increase Demand of the Kurashiki Rayon Co.,
Saijo Plant Union

The president of the union was away in Osaka attending negotiations. The vice-president, Noboru Teragawa was interviewed.

The demand was originally submitted as an individual demand on 31 Aug. asking for avg. of ¥6,130 (incl. tax), retrospective as of 1 July. The present wages being ¥3,500.

The management, as that time, suggested that the wage revision be made a joint-matter of the 4 rayon companies of the 11 chemical fibre companies. The union accepted. (The 11 companies are affiliated to the National Chemical Textile Industry Federation Unions and this in turn is affiliated to the J.F.L. with exception of 1 union, the Teikoku Rayon Co. which is neutral.)

Thus it was agreed that joint negotiation will be carried out between labor-management of four chemical fibre companies, viz. Kurashiki Rayon Co., (J.F.L.), Toyo Rayon Co., (J.F.L.), Teikoku Rayon Co., (Neutral) and the Nippon Cellulose Co., (J.F.L. - Bofu Plant).

These four companies specialize in rayon and staple fibre while the other 7 in the National Chemical Fibre Federated Unions, besides producing chemical fibre also spin cotton.

From 10 - 15 Sept. preparatory meeting was held in Osaka as a step to joint negotiation when a negotiation contract was concluded between the parties concerned that they will be sincere in negotiating and will appeal to the C.L.R.C. for settlement in case of deadlock.

A joint demand was drawn up and submitted. The demand was an average wage of ¥6,727 (incl tax) for the four companies. This does not include areal and overtime allowances. On 20 Sept. collective bargaining commenced when a wage standard calculating committee was found and the percentage of each company decided.

1. Kurashiki	average wage	99.1%
2. Toyo Rayon Co.	"	97.8%
3. Teikoku Rayon	"	102.9%
4. Nippon Cellulose	"	125.9% (more males, product staple fibre)

After 20 Sept. 3 negotiation meetings have been held to date. At the first and second meetings the management explained their difficult financial situation, and no proposals were made. But after the union pressed for a figure the management said that they might be able to give an increase of an average of ¥700. The present average wage for the 4 companies is ¥3,548 plus ¥700 would be only 27% of the union's demand.

The union is dissatisfied with how the wage negotiations are progressing and at 1500, 29 Sept. a pep-union-rally was held. The outlook is dim and may have to be referred to the C.L.R.C. for final settlement.

Management's side of negotiation (Mr. Takatori):

Upon the union's demand the management proposed joint-negotiations by the four companies specializing in chemical fibre. This was to uniform the wages in the same industry. The union accepted.

Completed company & Union agreed on an average of ¥6,800 per month

Before negotiations were started a collective bargaining contract was concluded - the parties concerned will endeavor to settle peacefully, if no success is met with appeal will be made to the C.L.R.C.

Negotiations are being carried out. And the company has proposed an increase of about ¥700 on the principal of sound management without going into red.

The management thinks the union's demand is rather high but has no intention of ignoring the demand totally, rather aid the union, and put up more even if they have to operate in the red.

Furthermore the management feels the union's demand should be known by the central govt and suggested that the collective bargaining table be transferred to Tokyo from Osaka where it is at present.

The govt will not intervene with negotiation, but the management wants the govt to see that the chemical industry is endeavoring to carry out sound management.

In Tokyo, wage bases for the Electric Industry, all govt-public workers, cotton spinning industry are being contemplated and in order that the wages are in accordance with the wages of other industries the wage negotiations, the management claims, should be taken up in Tokyo where close liaison with the other industries can be maintained. They think that it will be an easier and quicker road to settlement. The question is whether the union will agree to this proposal.

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1. Kurashiki	average wage	99.1%
2. Toyo Rayon Co.	"	97.8%
3. Teikoku Rayon	"	102.9%
4. Nippon Cellulose	"	125.9% (more males, product staple fibre)

After 20 Sept. 3 negotiation meetings have been held to date. At the first and second meetings the management explained their difficult financial situation, and no proposals were made. But after the union pressed for a figure the management said that they might be able to give an increase of an average of ¥700. The present average wage for the 4 companies is ¥3,548 plus ¥700 would be only 27% of the union's demand.

The union is dissatisfied with how the wage negotiations are progressing and at 1500, 29 Sept. a pep-union-rally was held. The outlook is dim and may have to be referred to the C.L.R.C. for final settlement.

Management's side of negotiation (Mr. Takatori):

Upon the union's demand the management proposed joint-negotiations by the four companies specializing in chemical fibre. This was to uniform the wages in the same industry. The union accepted.

Before negotiations were started a collective bargaining contract was concluded - the parties concerned will endeavor to settle peacefully, if no success is met with appeal will be made to the C.L.R.C.

Negotiations are being carried out. And the company has proposed as increase of about ¥700 on the principal of sound management without going into red.

The management thinks the union's demand is rather high but has no intention of ignoring the demand totally, rather aid the union, and put up more even if they have to operate in the red.

Furthermore the management feels the union's demand should be known by the central govt and suggested that the collective bargaining table be transferred to Tokyo from Osaka where it is at present.

The govt will not intervene with negotiation, but the management wants the govt to see that the chemical industry is endeavoring to carry out sound management.

In Tokyo, wage bases for the Electric Industry, all govt-public workers, cotton spinning industry are being contemplated and in order that the wages are in accordance with the wages of other industries the wage negotiations, the management claims, should be taken up in Tokyo where close liaison with the other industries can be maintained. They think that it will be an easier and quicker road to settlement. The question is whether the union will agree to this proposal.