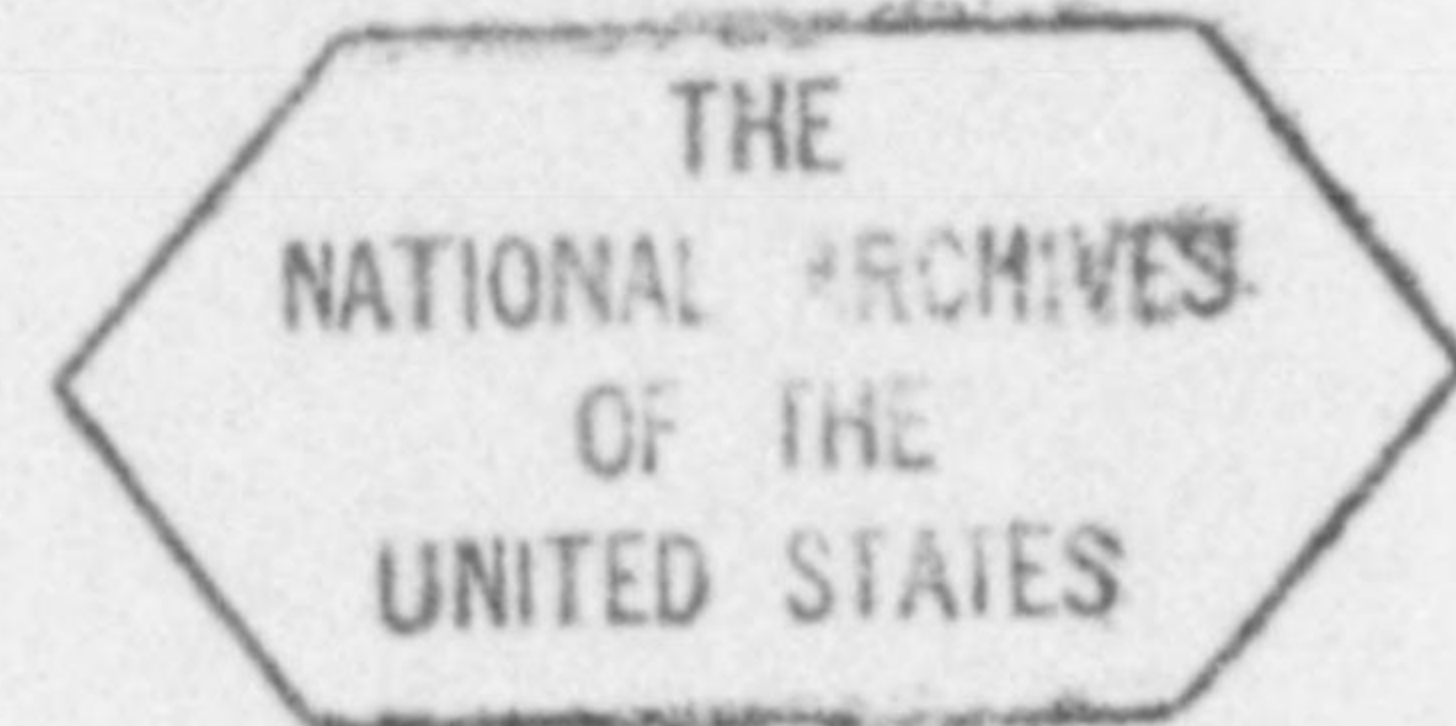


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GHQ/SCAP Records(RG 331)
Description of contents



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- (2) Folder title/number: (8)
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- (3) Date: Oct. 1946 - Apr. 1950

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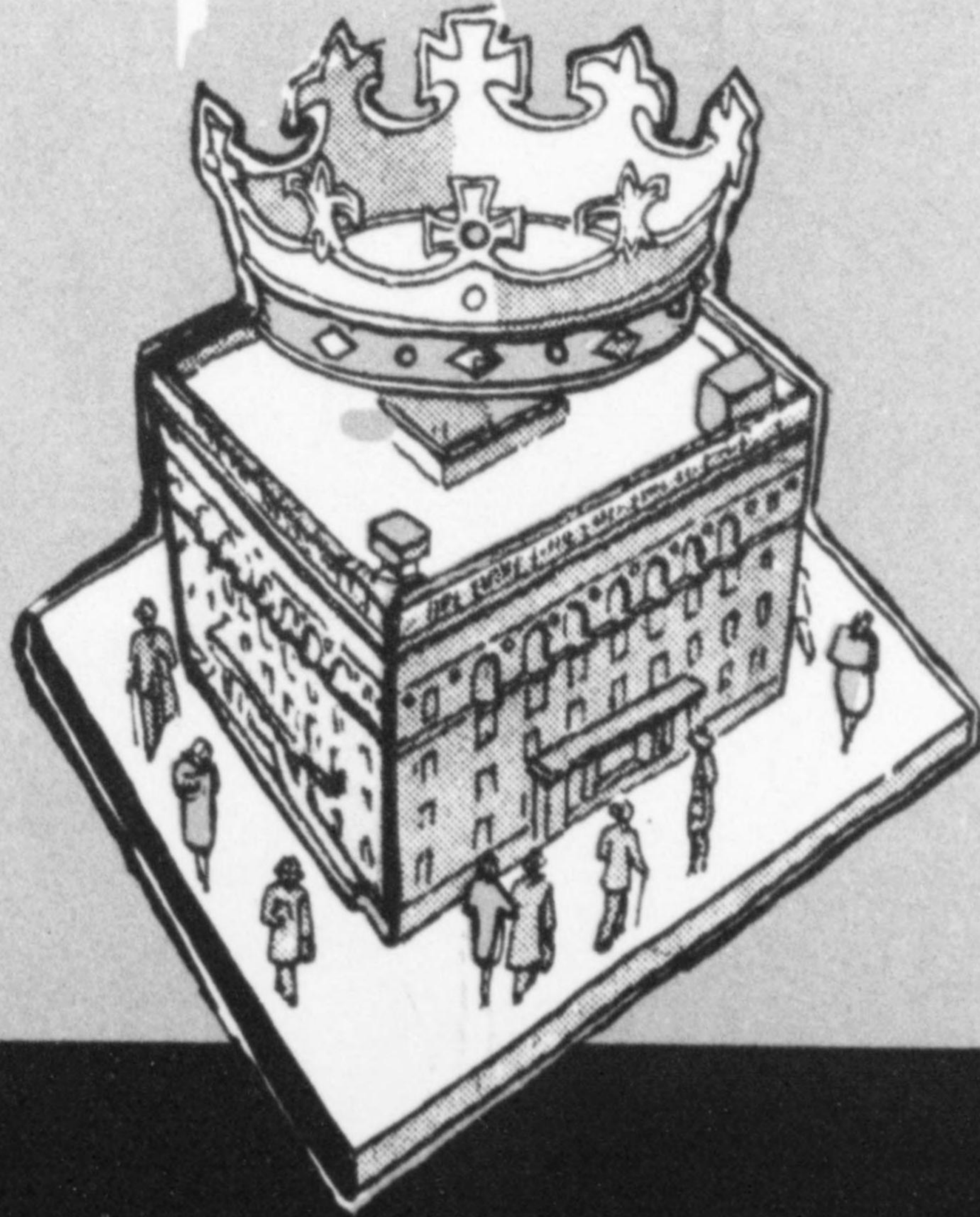
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- (5) Item description and comment:
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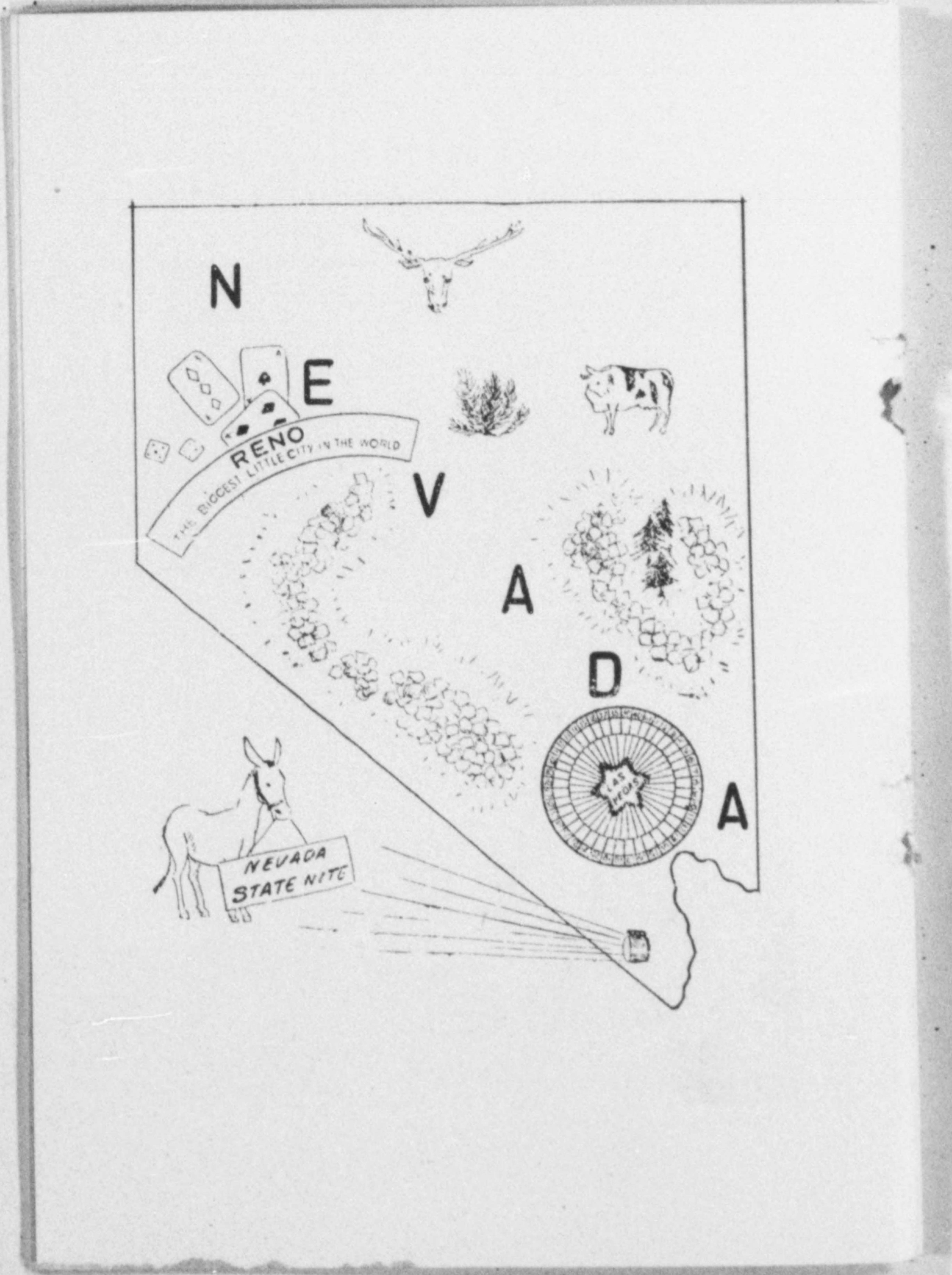
(7) Film no. Sheet no.

Queen of Clubs



UNION CLUB OF TOKYO

May



Through
these
doors . . .



the more elite of the Nevada ranchers sought out their favorite divorcees currently in town and took them over to the Union Club t'other night for another successful "State Night" party. We think most of them observed the "no more than 75 drinks to a customer" rule, because the Sheriff was not seen ousting anyone all evening. We dropped in the "Bucket of Blood" saloon for a couple, and then went to this place cut out on the edge of the desert. Never did get over to Harold's Club, so we didn't lose any money, but the drinks and the fare and the entertainment were so good at this place we just couldn't tear ourselves away. We



Some of the elite Nevada Ranchers out on the town.



"Cousin Penny" gives with the yodeling

saw quite a few out-of-towners in the crowd, mostly Californians from across the border, but some from as far away as Tokyo, St. Louis, and we spotted a couple of gentlemen from Washington who said they were taking a night off from investigating somebody hereabouts, I forget who it was. Heard a rumor around that old Pete Higgins washed out some gold dust up around the Snaku, but don't put much faith in it.

Tex Cherry and his show, just back from three

weeks in Korea entertaining the boys, gave us some real fine western music. George Trummell looked nonchalant, but really knew what to do with a steel guitar—also knew how to sing, as we discovered later. "Long-john" Tatwell strummed and sang his way through "Chattanooga Shoe Shine Boy" and "You'll Never Know"; Little Mary and Tex gave us their version of "Give Me 100 Reasons Why I Shouldn't Love You," then Tex lit into "Swanee Swing" on his harmonica despite a little trouble with Gus Watt, a placid-looking hayseed who almost stole the show. Annie Kellogg brought "Bonaparte's Retreat" to life, and "Cousin Penny" was in there yodeling like a true Westerner. Winding up



Geo Trummell (center) doing his bit



These boys from the Tokyo General Hospital were guests of the Union Club on Nevada Nite.

with some harmony were Penny, George and Don on "Nighttime in Nevada."

After the show we stayed to dance for a while and then lit off up the road for home, vowing to come back soon to the land of sage and beautiful women and wild cattle and sourdoughs and the "biggest little city in the world."

The Cake And Bread Man

Masashige Katsume is the Union Club baker responsible for your morning rolls, your lunch biscuits, your dinner garlic bread, and possibly your wedding cake. He is a slender man with a pleasant smile which sparkles with silver and gold. He is 5'11" tall until he takes his baker's hat off, then he is 5'4".

Just 43 years ago he was born to a farming family in Kagoshima, the most southern tip of Japan. During the first 14 years of his life he was a good little boy; he went to school and he helped with the chores of the farm. But when he became a man, that is when he became 15, he decided that farming was not his future, and he set out for Tokyo with his parent's blessing. The only opportunity young Mr. Katsume found in Tokyo was in the baking business; he started at the bottom of the ladder of success as a baker's assistant in the Imperial Hotel Bakery.

After a few years he climbed to the second rung of his ladder when he passed his chief baker's exam and naturally became a chief baker. With his new certificate he joined forces with a baking company which sent him on a mission to Siam. There he set up a chain of five bakeries. His only break in the next six years was a quick trip back to Japan for one week to learn how to make that new fangled American ice cream, then back to sell it to the Siamese.

Three interesting things happened to Mr. Katsume in 1936; his Siamese mission was completed; he had found a wife for himself; and he was selected by the Imperial Bakery to manage its bakery in the Nagoya Kanko Hotel. He put that bakery on its feet and then came back to Tokyo. He took over the bakery at the Tokyo Kaikan which was under the Imperial Hotel management.

Does the name Tokyo Kaikan hit a responsive cord? It should, because that was the Union Club in the pre-occupation era. It was then a large restaurant for Japanese VIP's. Mr. Katsume holds many fond memories of the old club. He remembers that the present coffee shop sold varieties of fancy fish dishes; the delicatessen was the grill; the bar lounge was a coffee shop; the stairway



Mr. Katsume (left) and other members of the Union Club staff

was decorated in the same ornate gold pattern that the Gold Room is decorated in now; the Gold

Room was used only for entertainment, drinking and floorshows; the Rose Room was kept for large private parties and was known as the "Thousand People Hall." All the other rooms from the first to the fifth floor were for private parties with special rooms for weddings. If you were a young bride-to-be and were to be married at the Tokyo Kaikan, you arrived in your regular street clothes; you spent the next two hours having your hair updoed and your white plaster-of-paris make-up applied by efficient Tokyo Kaikan make-up artists. You and your husband-to-be were married in front of a portable Shinto Shrine and special wedding draperies which were whisked out for just such special occasions. Your wedding was one of the four that the Shinto priest held every day. At the reception which followed you had a Katsume wedding cake. Those wedding draperies and the portable marriage shrine are now carefully stored in a Union Club closet patiently awaiting the "Day".

Beyond the wedding rooms and past the fifth floor there was a delightful roof garden with cozy tables scattered throughout the perfectly arranged trees and bushes which simulated a country garden. It is true, though you may not believe it, that the guests lounged and enjoyed cool drinks while they listened to the chirping of crickets, the croaking of toads, the peeping of birds, and the singing of grasshoppers which the management had purposely housed around the bushes to help the city folks enjoy the true country atmosphere.



An example of Mr. Katsume's art.....his Prize Cake

Mr. Katsume remembers that before 1936, British baking was favored at the Tokyo Kaikan, but 1936 was a turning point. During that period a large number of Japanese students returned from studying in France, and they brought back desires

for French baking. From that time until the present, British baking has lagged behind the French baking, and American baking waves somewhere between the two.

A war developed just as Mr. Katsume reached the center of his ladder of success, and he was ordered back to his home country town in Kagoshima to register. For months the army doctors had been examining the big husky farm boys with strong hands; then along came little Mr. Katsume with a lean frame, pale complexion and hands that looked as though they had never done an honest days work in a rice paddy. He was lost before his medical exam started. An unhappy man went back to Tokyo; a failure because he was not fit to serve in the army. Now he is grateful to those farmer boys for having kept him out of the army.

He couldn't be a soldier, but the next few years he did his bit by baking cakes and bread for the military VIPs. The restaurant was always crowded with lunching and dining generals. Old Tojo was an every day customer. So he reached the rung just north of center on his ladder.

With the end of the war he had no job until the first batch of CIC fellows stationed in Tokyo needed a cook. He worked for them a year and learned a lot of strange cooking. When the Tokyo Kaikan became an American billet, he became its chief baker.

Have you ever wondered how many rolls or loaves of bread the Club consumes? Mr. Katsume and his efficient eight helpers bake, and you eat in one day, 180 loaves of bread, 60 French rolls, 600 dinner rolls, 300 desert cakes, and 4 special cakes.

When asked about his most elaborate cake, Mr. Katsume beamed. He remembered back to the good old days of 1936 and to the New Year's party the Club had. His prize cake scratched the ceiling of the Rose Room; and if seven men had wanted to join hands and dance around it, eight men could have done it more easily. Two truckloads of powdered sugar made the frosting. If there are any doubts about this story, he has pictures to prove it. Those were the days before rationing and inflation.

Of course he doesn't like his own baking, in fact he just doesn't like sweets at all. When his wife buys bean cakes for herself and their three children, he feels noble if he eats just one.

So we leave Mr. Katsume our baker still climbing closer to the top of his ladder of success. He was here at our club long before we were; he is here now; and he will be here long after the club is just one of our memories.

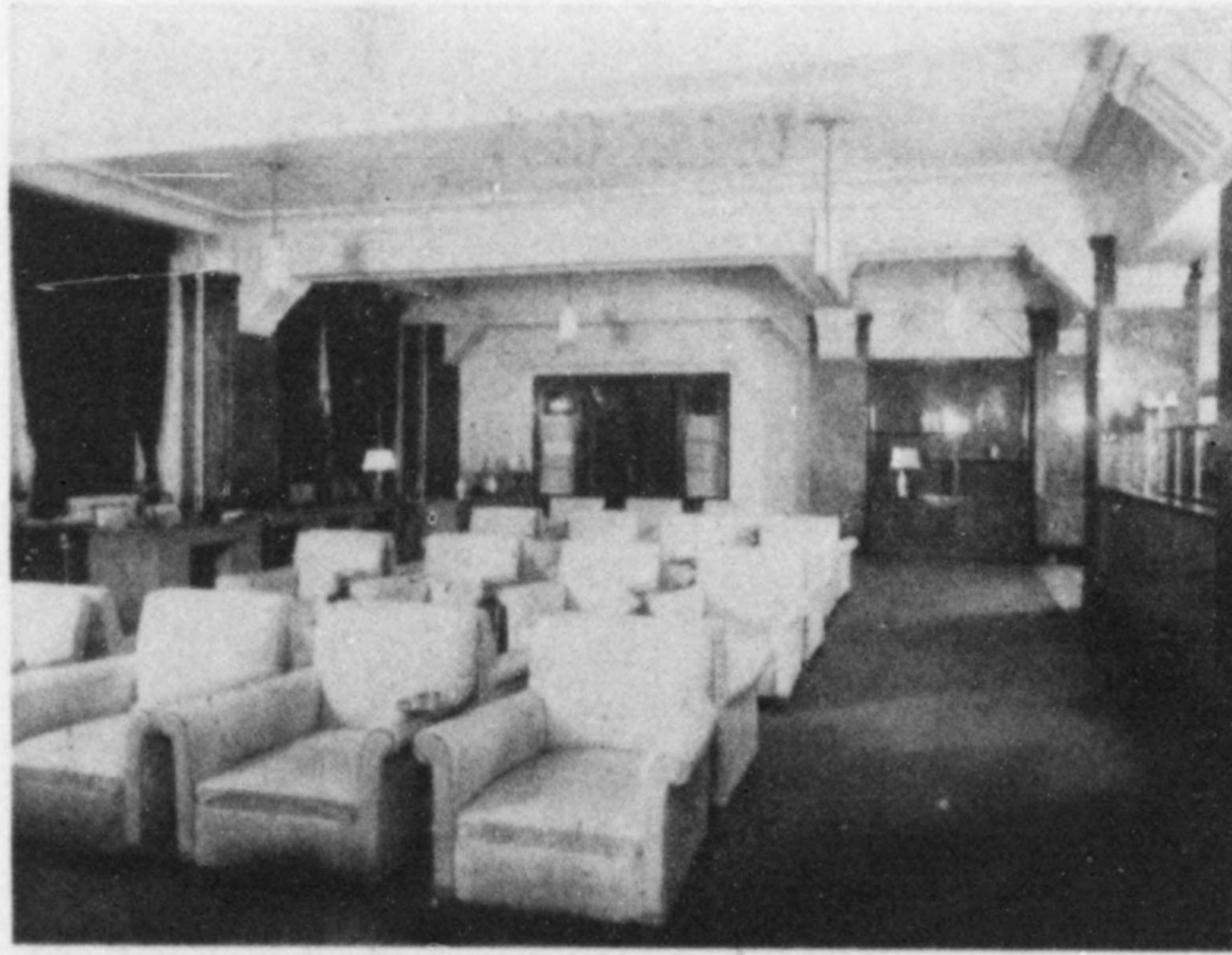
Union Club



Union Club (Tokyo Kaikan)

A current tally indicates an average of 48,000 members and their guests are using the facilities of the Union Club each month.

The many dining facilities, the efficient staff, the well-balanced menus and a well-rounded entertainment program that includes formal dinner-dances, barn dances, stock shows and bingo games—these and the photographs on the next two pages are some of the reason why it is felt that the use of the tradename "Queen of Clubs" is fully justified.



Lobby



Coffee Shop
(12)



Gold Room



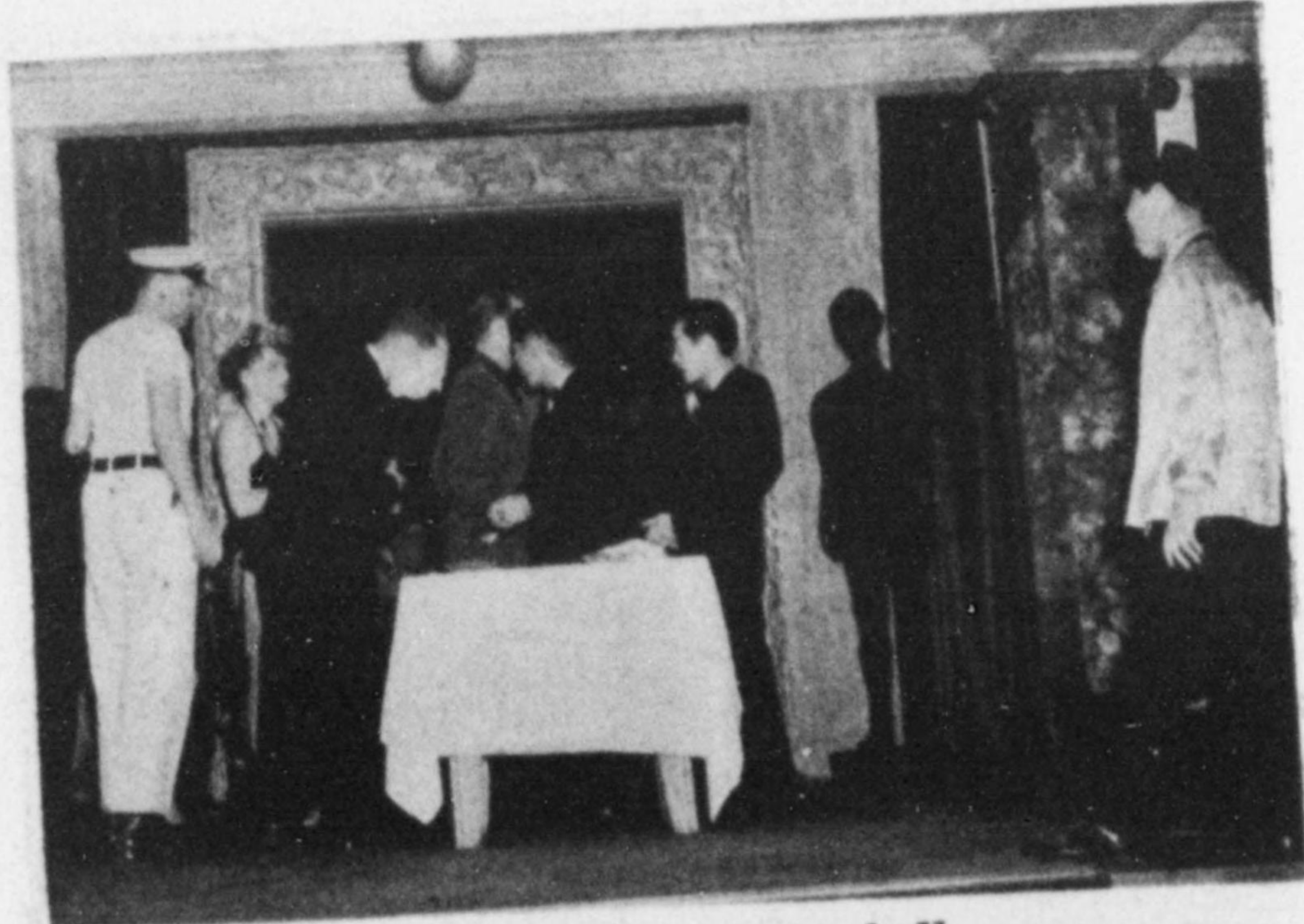
Rose Room

Beaux Arts Ball

Over two hundred members and guests turned out in their finery on the night of 12 May for the year's best Club Party—the Beaux Arts Ball. On the next few pages you will see why we think it the year's best. Also you will see what fun you missed.



Judges: (L to R) Willie Seiler, Mr. Nakao, Director of Art Institute and Tom Reed



On their way to the ball



The line was not drawn



Competition



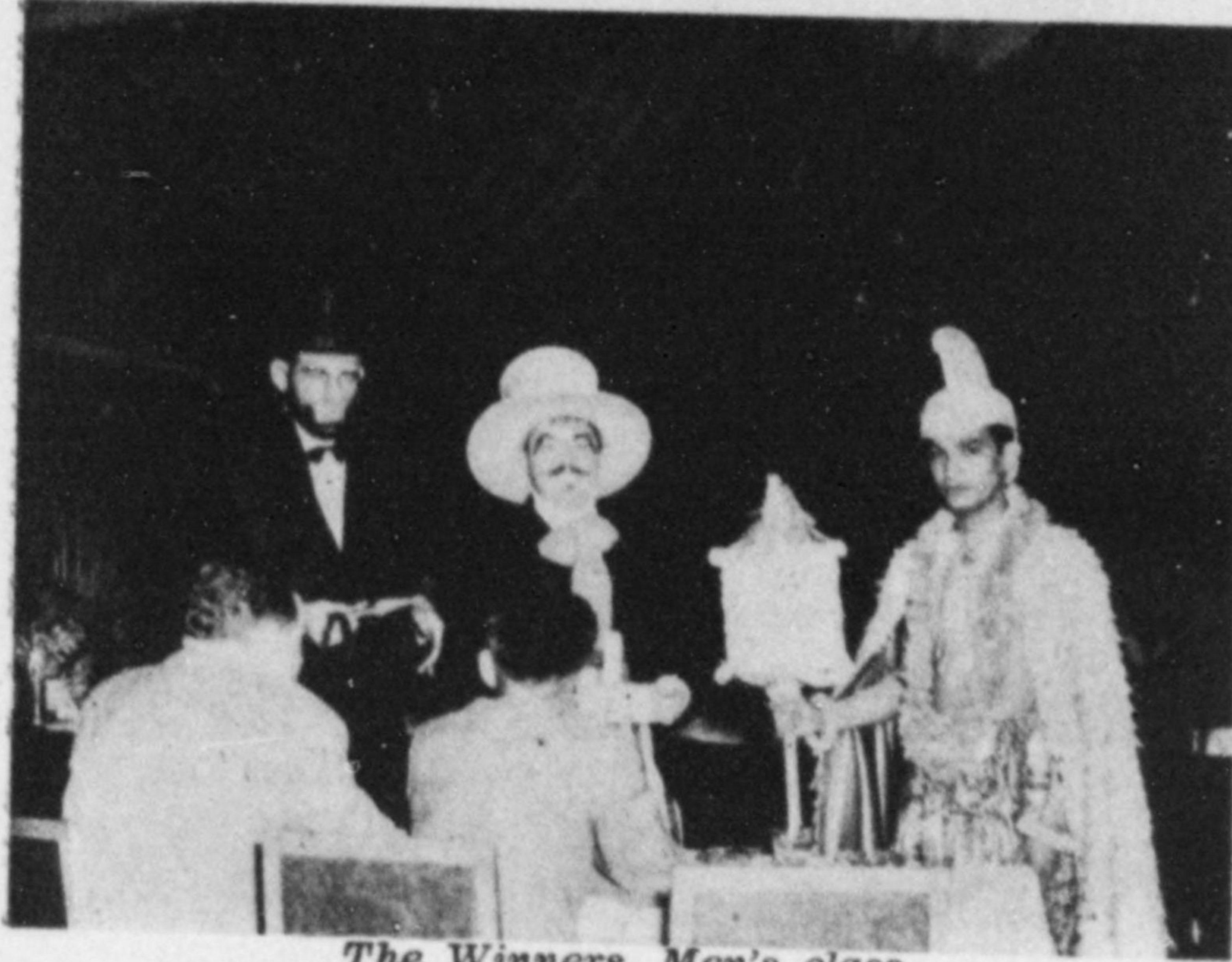
The three winners, ladies class



1st prize — ladies class — "Red Shoes"



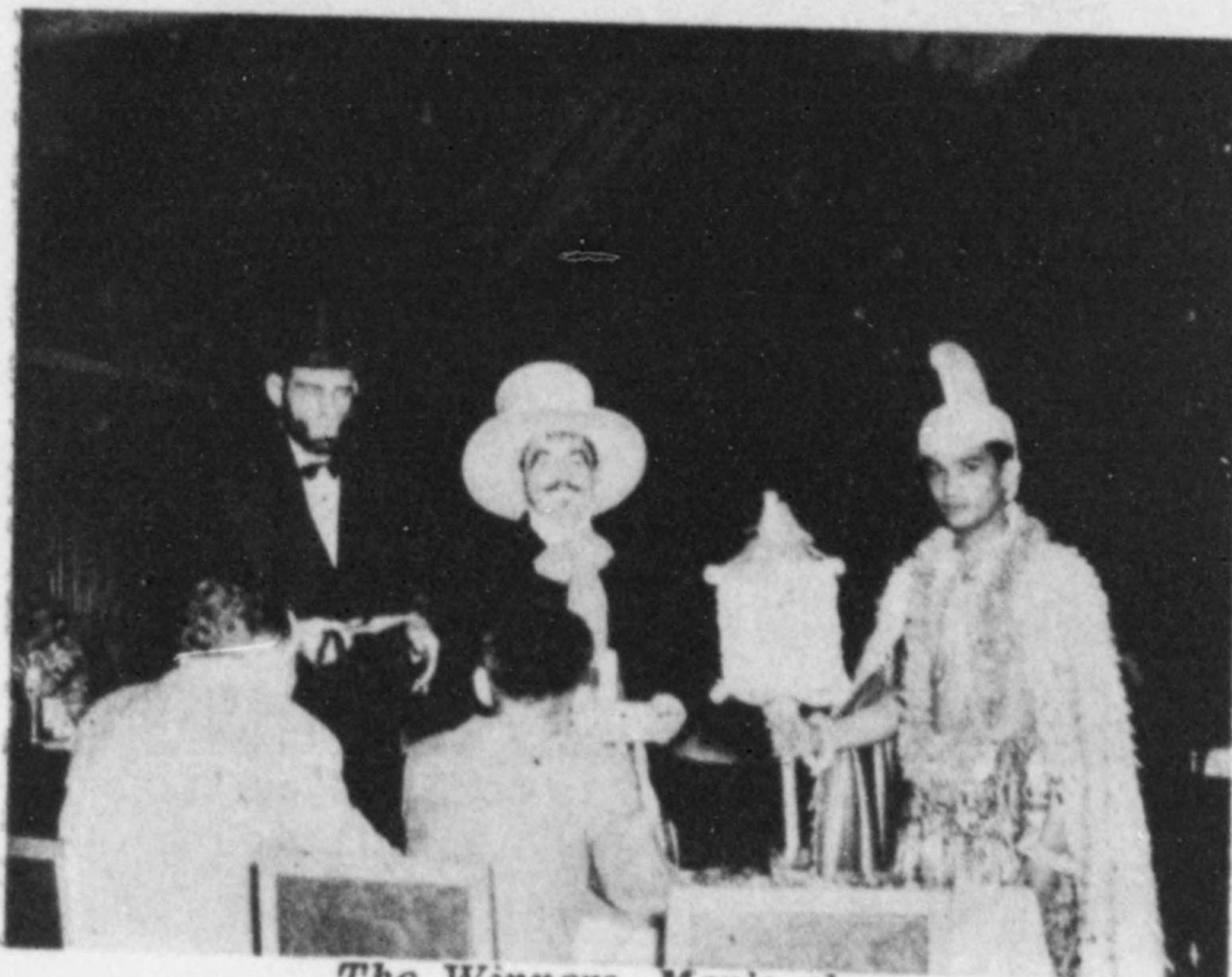
1st prize "The Pearl King"



The Winners, Men's class



1st prize "The Pearl King"



The Winners, Men's class

775

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Also Ran



Guten Guten Na Tora

"Tora" means "tiger" or "a drinker who goes beyond the tipsy stage."

So a little tipsy "Tora" who becomes a "Tora" is no longer an ordinary "Tora" but a "Hebereke Tora" or an "O-Tora."

AND, an overinebriated "O-Tora" becomes a "Guten Guten Na Tora" who eventually becomes a "Neko" (cat) and goes to sleep.

So, the moral of the story is—to be a "Neko" or not to be, that is the question of the "Tora"!

775

OK3



"Conrad you Dastard"

20-27 May

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LABOR DIVISION REPORT FOR MONTH OF OCTOBER 1946

C O N T E N T S

	Paragraph
General.	1
Labor Legislation.	2
Labor and Employer Organizations	7
Labor Relations.	12
✓ Labor Education.	24
Wages and Working Conditions	29
Employment and Unemployment.	36
Labor for the Occupation Forces.	46
Administration	47

GENERAL

1. The Labor Relations Adjustment Act was promulgated on 13 October.

Unions registered on 31 August numbered 13,622 with 3,936,815 members.

Unsettled economic conditions combined with an "October offensive" sponsored by the National Congress of Industrial Unions resulted in a series of strikes in coal mining, newspapers and radio, electric power, municipal tramways and electrical equipment and steel pipe industries.

Wages rose during the summer months, while wage-earners' cost of living remained fairly stable, but workers' income still remained below actual living costs.

LABOR LEGISLATION

Labor Relations Adjustment Act

2. The Labor Relations Adjustment Act providing machinery for settling disputes, which passed the Diet in September, was promulgated on 13 October 1946.

A broad program through press, radio, motion picture and dissemination of publications was initiated to publicize and delineate provisions of the Act to workers, employers, labor administration officials and the general public. Provisions of the Act and government's role in its operation were discussed during conferences held with prefectural labor officials from 8 to 12 October.

RESTRICTEDLabor Standards Bill

3. Revision of the Labor Standards Bill on the basis of recommendations made at the September public hearings was prepared by the Ministry of Health and Welfare for submission to the Labor Legislation Committee.

Unemployment Insurance Bill

4. General principles of the proposed unemployment insurance bill were debated by the Social Insurance Investigating Committee and made public during October.

As initially proposed, the principles included (a) a compulsory system for employees generally, financed by contributions from workers, employers and the government, and (b) separate local systems for day laborers, administered by unions and established at the discretion of local governments.

Public hearings were scheduled for early in November, following which a formal bill would be drafted.

Workmen's Compensation Bill

5. In conformity with the proposed Labor Standards Bill requiring establishment of an effective workmen's compensation system and increased benefits, a subcommittee of the Social Insurance Investigating Committee recommended establishment of a system financed entirely by employers to replace existing provisions of the Health Insurance Law which required partial financing by workers.

Seamen's Bill

6. Public hearings were held in mid-October on a draft Seamen's Bill consolidating and revising existing legal provisions for seamen's protection in an effort to bring maritime standards up to those prescribed by International Labor Organization conventions.

The draft was prepared by an enlarged subcommittee of the Special Seamen's Labor Relations Committee established in August to investigate legislation for seamen.

The draft bill included provisions for employment contracts, minimum wages, maximum hours, paid vacations, conditions of work and accident compensation.

LABOR AND EMPLOYER ORGANIZATIONSLabor Union Statistics

7. During the first year of the Occupation 3,936,815 workers were organized in 13,622 labor unions and registered under the Labor Union Act,

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according to preliminary figures of the Ministry of Health and Welfare for 1 September 1946. Almost half of these union members were in manufacturing, with transportation and communications accounting for over one-fifth.

On the basis of recent Coal Board reports on employment, the coal mining industry was almost 100 percent organized. Over 90 percent of transportation and communications workers also were union members.

The extent of organization among teachers was unusually great, the number of teachers belonging to unions totaling 279,990 in 819 unions.

Details of the union statistics are indicated in the attached table.

Labor Organizations and Federations

8. A third nation-wide organization of labor unions, the All-Japan Council of Labor Unions (Zen Nippon Rodo Kumiai Teitsu Sodomei), made its appearance under the sponsorship of the Democratic People's League, headed by H. Yamakawa, pre-war labor and socialist leader. An inaugural meeting of the preparatory committee was held on 25 and 26 October attended by over 150 representatives of 208 unions with a total membership of approximately 300,000.

The Council derived from efforts made by the League in September to unite labor organizations not affiliated with either of the two major federations so that the independent unions might have a voice in nominating candidates for the Central Labor Relations Committee (see Summary for September). This initial aim was not achieved since time was insufficient to organize unions having the requisite total of 100,000 members but a committee was set up to investigate the possibility of forming a third federation and with the eventual aim of unifying the entire labor movement.

In Kyushu particularly the movement met with a ready response from a group of powerful coal miners' unions centering around Niike. This group had heretofore been dissatisfied with the existing union federations in Kyushu, namely, the national miners' union affiliated with the National Federation of Labor Unions and the extreme left-wing All-Japan Coal Miners' Union (Zen Nippon Tanke Rodo Kumiai).

9. Internal dissension continued to be evidenced (see Summary for September) in the All-Japan Seaman's Union as the union chairman attempted to postpone the annual convention scheduled for 5 October in Kobe.

Despite this attempt the union's central dispute committee which had broken with the chairman during the September maritime strike held the meeting with 623 representatives attending, only to have violence break out among the delegates.

As a consequence the attending members voted to remove union headquarters from Kobe to Tokyo, to elect a provisional executive committee and to revise union rules along democratic lines. An extraordinary annual convention was scheduled for January.

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LABOR UNIONS IN JAPAN
BY INDUSTRY
1 September 1946^{1/}

INDUSTRY	UNIONS	MEMBERSHIP		
		Men	Women	Total ^{2/}
AGRICULTURE	231	32,813	7,669	40,482
MARINE PRODUCTS	40	19,185	1,589	20,774
MINING	796	311,938	64,309	376,247
Metal	194	46,321	11,444	57,765
Coal	515	253,522	50,165	303,687
Other	87	12,095	2,700	14,795
MANUFACTURING	7,188	1,390,341	463,481	1,854,701
Metallurgy	860	176,151	30,438	206,647
Machines & Tools	2,232	547,608	114,552	662,720
Chemicals	1,008	174,634	67,631	242,265
Public Utilities	351	112,331	15,095	127,473
Ceramics	267	34,329	11,224	45,553
Textiles	638	60,270	159,668	219,938
Lumber & Woodworking	713	59,530	19,853	79,558
Foodstuff	356	32,351	18,179	50,569
Printing & Binding	128	15,593	9,423	25,016
Civil Engineering and Construction	467	163,785	10,609	174,394
Other	168	13,759	6,809	20,568
TRANSPORTATION AND COMMUNICATION	2,505	759,929	176,769	937,592
Railroad & Tramways	550	397,375	67,586	464,961
Water (Inland)	50	12,682	1,248	13,930
Communication	991	149,120	77,265	226,619
Other	914	200,752	30,670	232,082
COMMERCE	754	116,106	62,873	179,014
TEACHING AND LIBERAL PROFESSIONS	1,913	276,169	177,178	455,545
Public Service	795	97,678	37,231	134,925
Teachers	819	152,157	125,651	279,794
Other	299	26,334	14,296	40,826
OTHER	195	62,479	9,981	72,460
TOTAL	13,622	2,968,960	963,849	3,936,815

SOURCE: Ministry of Health and Welfare

Note: 1/ Unions reported registered exclusive of unions reported dissolved.
2/ Totals include following figures for which no sex breakdown was reported:

MANUFACTURING, 879, Metallurgy 58, Machines & Tools 560, Public Utilities 47, Lumber & Woodworking 175, Foodstuffs 39; TRANSPORTATION & COMMUNICATION 894, Communication 234, Other 660; COMMERCE 35; TEACHING & LIBERAL PROFESSIONS, Public Service 16, Teachers 1,986; OTHER 196; TOTAL 4,006

RESTRICTEDEmployer Organizations

10. On 16 October representatives of all the important employers' associations in Japan, including organizations in the iron and steel, coal mining, construction, rubber, railway and cement industries, attended a general meeting under the sponsorship of the Kanto Employers' Association. Representatives of the Ministry of Transportation and the Ministry of Communications were also present.

Current and threatened strikes were the chief subject of discussion among the assembled industrialists. Using the government's denunciation of the strikes as political, the members adopted the position that the economic strike issues were minor in importance, that negotiations were bound to fail and that the strikes should therefore be opposed.

In order to strengthen employers' cooperation and to improve public relations, semi-monthly liaison meetings of employers' associations were scheduled and exchange of publications and activity reports was arranged.

11. One week later the Kanto Employers' Association held its first general conference since the inaugural convention in June 1946. About 150 representatives of the major employer associations and major employers in Japan attended.

The conference recommended that the Government take measures to require approval, by secret ballot, of three-quarters of a plant's employees prior to the signing of any closed-shop agreement. The resolution further recommended that a secret vote of all workers precede strike action.

LABOR RELATIONSLabor Relations Committees

12. Labor Relations Committees' activity in disputes increased substantially during October, with the Hokkaido Prefectural Committee assisting the settlement of the coal strike, the Kanagawa Committee successfully conciliating the Nippon Steel Tube Company strike and the Osaka Committee helping to settle the Kansai transport strike. The Central Committee also carried on mediation in the Tokyo Shibaura Company strike and succeeded in renewing direct negotiations of the parties aided by a special conciliator.

13. With the promulgation of the Labor Relations Adjustment Act, the Labor Relations Committees further defined and extended their activity.

On 22 October the government invoked compulsory mediation under Article 18 of the Act for the first time by asking the assistance of the Central Labor Relations Committee in the electric power dispute.

As provided in Chapter 2 of the Act the Central Labor Relations Committee began the establishment of a panel of conciliators by appointing Mr. Mabuchi, formerly in charge of investigation for the Committee, as

RESTRICTED

Chief Conciliator and charging him with the organization of the conciliation system.

Attesting to the increasing work load of the Central Committee, a full-time Executive-Director, Dr. I. Ayusawa, was appointed early in October.

14. The Committees were given further support by the statement of the Minister of Health and Welfare in the Diet that the government would base its efforts for settlement of disputes on Committee rulings. Although such rulings had no compulsory power, the government was prepared to recognize them and to implement them by public opinion.

Labor Disputes

15. The month of October was marked by the most widespread strike activity occurring since the start of the Occupation. Some of the strikes were carried on by unions affiliated with the National Federation of Labor Unions and by independent unions but the principal activity came from unions affiliated with the National Congress of Industrial Unions which set forth a three-point program, consisting of (a) establishment of written collective agreements; (b) securing of minimum cost-of-living wages; and (c) provision of guarantees against mass discharge as a result of industrial reorganization.

In furtherance of these aims, a series of simultaneous union negotiations was commenced following the same general pattern and termed by the national leaders of the National Congress of Industrial Unions as the "October offensive." In each case the general program was supplemented by demands peculiar to the industry and a date was set for completion of negotiations, with an industry-wide strike, called "Zenesute" (or general strike), to take place upon failure by any local chapter to achieve a collective bargaining agreement.

It was publicly anticipated by Congress leaders that these activities would result in the fall of the current Cabinet, which, they asserted, had no positive labor program to meet their demands.

16. In statements to the Diet the Japanese Cabinet interpreted the "October offensive" as political in character, with the Minister of Health and Welfare maintaining that political activity was outside the scope of proper trade-union functions.

However, leaders of the National Congress of Industrial Unions in the latter part of October denied that the strikes were primarily political and pointed to the subsequent settlement of a number of the disputes along economic lines.

17. Negotiations carried on during October by the Congress-affiliated unions included activities by the All-Japan Press and Radio Workers' Union, All-Japan Coal Miners' Union, All-Japan Electric Power Industries Workers' Union, Workers' Union of the Tokyo Shibaura Electric Company,

RESTRICTED

All-Japan Movie and Theater Workers' Union, All-Japan Machine Tool Workers' Union, All-Japan Iron and Steel Workers' Union, All-Japan Chemical Workers' Union, and All-Japan Educational Workers' Union. Along with these negotiations, strikes were called by the first six unions listed.

18. The press and radio strike, which in addition to trade agreements involving higher wages included demands for a settlement of the four-month Yomiuri newspaper dispute (see Summaries for July and August), commenced on 5 October but proved unsuccessful as most of the local union newspaper and press chapters failed to walk out.

By 10 October all the newspapers had returned to normal operation but the radio workers remained on strike until 25 October. Settlement of this dispute was complicated by government seizure and partial operation of the properties of the Japan Broadcasting Corporation.

19. After the collapse of the newspaper strike, an agreement was reached in the Yomiuri dispute, nominally along the lines of the August decision of the Tokyo Prefectural Labor Relations Committee.

The agreement, which was signed between the newspaper and Yomiuri Shimbun Employees' Union, an organization formed from the non-striking faction of workers, provided that (a) the union was to be the sole bargaining representative of the workers; (b) the six persons discharged in connection with effecting a change in editorial policy and the 31 persons dismissed for leading strike activity were rehired and then permitted to resign formally in order to qualify for severance allowances; (c) the union was to be consulted on personnel affairs through a management council; (d) negotiations for salary and wage increases were renewed; and (e) strike expenses were to be paid by the company.

20. The coal miners' strike, which involved some 40,000 miners and closed down 90 percent of Hokkaido's coal mines on 10 October was settled temporarily five days later by granting the union's demands until the fixing of the new coal price early in November. Settlement was effected by the mediation of the prefectural Labor Relations Committee and the Prefectural Governor.

Scheduled sympathy strikes in the Joban and Kyushu areas were called off.

21. In the Nippon Steel Tube Company and Tokyo Shibaura Electric Manufacturing Company strikes, the former conducted by a union affiliated to the National Federation of Labor Unions, production of items for the Occupation Forces was adversely affected. In both cases the Labor Relations Committees were asked to mediate and the government appealed to both sides to continue production for the Occupation.

The Nippon Steel Tube strike was settled in three days, but by 25 October no agreement had been reached in the Tokyo Shibaura strike.

RESTRICTED

22. The electric power dispute took several unique forms. As negotiations lagged, the union first called a "business strike" on 15 October, discontinuing bookkeeping operations except for wage payments and rate collections. Four days later, daily five-minute stoppages of power for electric lights were ordered, which were superseded on 23 October by daily three-hour stoppages in power to selected factories.

On 25 October, after warnings by the Minister of Health and Welfare that the Labor Relations Adjustment Act was being violated, all strike actions were halted and the parties agreed to resume negotiations.

23. Although the National Federation of Labor Unions dissociated itself from the Congress' "October offensive", the Kansai District Council of the Japan Traffic Workers' Union, an affiliate of the Federation, carried on a dispute very similar to those of the Congress unions.

A 15-hour district-wide strike on municipal tramways and bus lines was held on 20 October to exert pressure on the city of Osaka to sign an agreement similar to those previously reached by union locals in Kyoto, Kobe and Nara. Care was taken that Occupation Force workers were transported to and from work. A settlement was reached the same day with the assistance of the prefectural Labor Relations Committee.

LABOR EDUCATION

24. With a view to rendering assistance to union educational activity, the Ministry of Health and Welfare requested the prefectural governments to contact labor organizations in order to determine (a) the nature and extent of their educational activities, such as lecture courses and publications, and (b) their suggestions as to possible government assistance.

25. First organized instruction to government officials on labor administration took place under the sponsorship of the Ministry of Health and Welfare from 8 to 12 October. The lectures were attended by over 50 leading labor administration officials representing all prefectures, who heard trade-union leaders, university professors and government officials, as well as representatives of SCAP.

The lectures were published for distribution throughout Japan and use in similar instruction courses locally.

26. On 15 October no objection was offered by SCAP to the request by the Japanese government for International Labor Organization publications. Method of obtaining the publications was to be worked out with SCAP sections.

27. A series of regional labor education conferences of union representatives was inaugurated in Kyoto and Osaka in October. The conferences were comparable to the semi-monthly meetings held in Tokyo (see Summary for August) covering methods and functions of union organization and procedures, with information on labor practices in the U.S. and other democratic countries.

RESTRICTED

28. The Central Labor College continued to show the way in institutional labor education. It arranged a conference from 28 to 30 October around the report of the Labor Advisory Committee and issued the inaugural number of its monthly journal, "Study of Labor Problems" (Redo Nondai Kenkyu) which supersedes the journal of the old Harmonization Society (see Summary for August).

The Osaka branch of the College began a series of two-month lecture courses for workers on labor topics.

WAGES AND WORKING CONDITIONSWages and Cost of Living

29. Wages rose during July and August, while cost of living for wage-earners remained relatively stable, with the result that the long-standing discrepancy between the two decreased for the first time since the Occupation began. October wage increases granted as a result of coordinated union efforts to obtain a minimum cost-of-living wage continued this trend, but wage-earners' income generally was still far below the high cost of living.

During the summer months money wages for men in manufacturing and in the highly unionized transportation, communication and mining industries began to approach the maximum level of cash payment under the emergency financial measures of March 1946 but few workers received enough to result in forced savings because wages did not exceed the amounts they could legitimately withdraw.

30. Average monthly wages for men during August were ¥599.57 in manufacturing, ¥601.74 in transportation and communication and ¥601.46 in mining for underground workers and ¥493.11 for surface workers.

Wages of women, although increasing at a higher rate than those of men, still approximated only half the average earnings of men.

Tables showing daily and monthly wages in manufacturing, transportation and communication and mining from December 1945 through August 1946 and indices based on 1930-34 averages follow.

RESTRICTED

AVERAGE MONEY WAGES^{1/} IN MANUFACTURING INDUSTRIES
(Yen)

Period	M A L E			F E M A L E		
	Average Daily Wage	Index of Daily Wages (Av. 1930-34 = 100)	Average Monthly Wage	Average Daily Wage	Index of Daily Wages (Av. 1930-34 = 100)	Average Monthly Wage
1945						
Dec.	7.66	306.4	153.72	2.88	364.6	58.81
1946						
Jan.	10.78	431.2	209.16	4.18	529.1	77.41
Feb.	14.44	577.6	307.43	5.65	715.2	114.98
Mar.	17.73	709.7	367.26	5.88	870.9	129.68
Apr.	19.81	792.4	441.55	8.04	1,017.7	171.25
May	21.12	844.8	478.19	9.09	1,150.6	200.50
June	23.30	932.0	537.87	10.40	1,316.5	234.43
July	25.00	1,000.0	564.47	11.08	1,402.5	240.05
Aug.	26.42	1,056.8	599.57	11.74	1,486.1	252.65

AVERAGE MONEY WAGES^{1/} IN TRANSPORTATION AND COMMUNICATION INDUSTRIES
(Yen)

1945 ^{2/}	5.31	260.3	n.a.	2.32	220.9	n.a.
1946						
Jan.	10.21	500.5	262.75	5.39	513.3	144.96
Feb.	12.49	612.3	312.59	6.34	603.8	163.47
Mar.	14.20	696.0	350.54	7.16	681.9	179.50
Apr.	n.a.	n.a.	n.a.	7.18	683.8	185.83
May	17.04	835.3	432.48	7.97	769.0	209.30
June	18.86	924.5	488.84	8.63	821.9	223.91
July	20.04	982.4	522.15	10.26	977.1	268.67
Aug.	22.65	1,170.2	601.74	10.46	996.2	274.25

SOURCE: Cabinet Bureau of Statistics, Monthly Labor Survey

Note ^{1/} Includes all money payments except bonuses for periods longer than three months.

Note ^{2/} Average daily wage figure for the year based on average of eight months. Figures for July, August, October and November not available.

RESTRICTED

AVERAGE MONEY WAGES^{1/} IN MINING INDUSTRIES
(Yen)

<u>U N D E R G R O U N D</u>						
Period	M A L E			F E M A L E		
	Average Daily Wage	Index of Daily Wages (Av.1930-34 = 100)	Average Monthly Wage	Average Daily Wage	Index of Daily Wages (Av.1930-34 = 100)	Average Monthly Wage
1945 <u>2/</u>	6.52	374.7	n.a.	4.53	411.8	n.a.
1946						
Jan.	14.91	856.9	253.76	11.25	1,022.7	193.57
Feb.	18.37	1,055.7	342.06	12.31	1,146.4	213.21
Mar.	20.83	1,197.1	418.50	14.25	1,255.5	272.26
Apr.	24.32	1,397.7	500.57	16.95	1,540.9	292.57
May	25.87	1,486.8	505.70	18.12	1,647.3	355.27
June	27.30	1,569.0	537.00	18.78	1,707.3	250.84
July	28.58	1,642.5	564.78	21.08	1,916.4	463.90
Aug.	28.51	1,655.7	601.45	23.32	2,120.0	682.44
<u>S U R F A C E</u>						
1945 <u>2/</u>	4.67	307.2	n.a.	2.13	317.9	n.a.
1946						
Jan.	9.65	634.9	199.90	4.53	676.1	95.06
Feb.	12.16	800.0	254.10	5.74	856.7	121.29
Mar.	13.80	907.9	312.29	6.87	1,025.4	154.43
Apr.	15.82	1,040.8	336.26	8.41	1,253.2	195.21
May	18.00	1,184.2	408.73	9.49	1,416.4	215.35
June	18.93	1,245.4	421.30	9.74	1,453.7	213.59
July	19.98	1,314.5	424.53	10.17	1,517.9	225.97
Aug.	20.80	1,368.4	493.11	10.80	1,611.9	347.57

SOURCE: Cabinet Bureau of Statistics, Monthly Labor Survey

Note 1/ Includes all money payments except bonuses for periods longer than three months.

Note 2/ Average daily wage figure for the year based on average for eight months. Figures for July, August, October and November not available.

RESTRICTED

31. Cost of living table for Tokyo wage-earners compiled from Cabinet Bureau of Statistics data is shown below.

Consumers' Price Index for Wage-Earners
in Tokyo
(July 1937 = 100)

<u>Period</u>	<u>Total</u>	<u>Food</u>	<u>Housing</u>	<u>Fuel and Light</u>	<u>Clothing</u>	<u>Other</u>
1946						
July	3985	5100	560	1235	3745	1257
Aug.	3550	4465	580	1230	3345	1410
Sep.	3760	4590	720	1330	3500	2010

SOURCE: Table estimated on statistics and information obtained from the Japanese Cabinet Bureau of Statistics.

32. The immediate need for formulating an incentive-pay system for the coal mining industry was decided by the Economic Stabilization Board, whose Director-General outlined government wage policy generally as favoring a wage consisting of an incentive component over and above an assured "livelihood" component. This marked the first expression of government determination to reverse the post-war trend which subordinated base wages to a variety of special cost of living allowances unrelated to worker efficiency.

33. As a measure to reduce the impact of dismissals resulting from current economic reorganization programs, the Cabinet on 2 October announced government policy to encourage payment of minimum discharge allowances to persons affected. The policy provided that (a) discharge allowances were to have preferential claim on frozen company funds up to a maximum of ¥15,000 per person; (b) in the event that a reorganized company had insufficient funds to meet discharge payments, loans from the projected Reconstruction Finance Bank were to be authorized; and (c) when borrowing was inadequate, the government would pay funds from the National Treasury up to a sum calculated at the rate of ¥1,000 per person to be discharged.

Hours of Work

34. As a further method of preventing unemployment, the government announced a general policy of an eight-hour work-day for companies affected by the economic reorganization. The policy was to be extended to government workers as well, and all other employers were urged to establish a similar policy.

In conformity with this policy, the Transportation Ministry announced that from 15 October government railway workers would work a nine-

RESTRICTED

hour day, including one hour of rest, and with one day off each week. These new hours were to apply to all workers except locomotive drivers, firemen and others who were on special services.

Safety Week

35. In an effort to reduce the extremely high accident rate, "safety week" was observed beginning 1 October in factories, engineering works and mines throughout the country. Programs were carried out designed to insure safety of workers, adjustment of machinery and equipment, etc.

Emphasis in the observance of the "safety week" was placed on union participation in company safety programs and the Ministry of Health and Welfare published 50,000 copies of a pamphlet suggesting methods for union participation.

EMPLOYMENT AND UNEMPLOYMENT

36. Unemployment continued at a high level during October.

As part of the general policy for companies affected by the current industrial reorganization (see preceding section), the government appealed to employers not to discharge workers "thoughtlessly" before other means of readjusting enterprises were put into practice.

In any event discrimination in discharges on the basis of nationality, creed, social position, number of dependents or membership in labor unions was forbidden. Employers were advised to consult with unions in drawing up dismissal plans.

37. To expedite the public works program recently put into operation (see Summary for September), the ministries concerned instituted a program of informing the prefectural officials on the details of public works regulations.

Vocational Training

38. The first report of the recently inaugurated vocational training program indicated that as of 31 August, some 200 courses were in operation in the 209 vocational training establishments set up. Twenty-eight additional courses were scheduled but not yet in operation and reports on 11 further courses were not available.

Of the first group of 6,000 students participating in the vocational training program at the end of August well over half were studying carpentry and 15 percent were being trained as joiners, the two skills which have been most scarce in the post-war period.

Other courses trained handicraft workers, wooden vessel workers, machine repairers and blacksmiths, office workers, other construction workers and foreign and Japanese tailoring.

39. Several conferences to further a series of "industry courses" in factories as proposed by the Education Ministry to improve workers' tech-

RESTRICTED

nical skills were held by representatives of labor unions, employers and various Ministries during October, under the sponsorship of the Central Labor College.

Employment Exchange Activities

40. No substantial change occurred in the operation of the employment exchanges in the six major cities as number of placements continued to decline slightly. Trends are shown in the accompanying table.

<u>Period</u>	<u>No. of Vacancies</u>	<u>No. of Applicants</u>	<u>No. of Placements</u>
Sep. 17-23	29,952	16,069	6,747
Sep. 24-30	23,827	13,195	7,617
Oct. 1-7	37,042	15,866	6,314
Oct. 8-14	34,234	15,347	6,018

41. In order to adapt the employment exchanges to the demands of the public works program, funds were approved for adding 4,120 workers to the current staff of approximately 10,500 employees, and for carrying out a newspaper, radio and poster campaign to publicize job openings on public works projects in each employment-exchange area.

The first in a series of conferences scheduled for major urban areas and their surrounding prefectures to work out methods by which city unemployed might be used on projects in rural areas was held on 26 October for the Tokyo area.

Textile Recruitment

42. Excessive turnover continued to handicap textile manpower program. Approximately 82 percent of the cotton spinning and weaving industry recruitment goals and 85 percent of the raw silk industry goals were not in the July to September period, but separations largely nullified these results.

The status of employment in seven sections of the textile industry exclusive of over 230,000 workers in very small-scale mills is shown in the following table.

RESTRICTEDRECRUITMENT AND EMPLOYMENT IN THE TEXTILE INDUSTRY
(July Through September 1946)

SECTION	Recruitment Goals	No. Recruited	Percent of Goals Met	No. Leaving Jobs	NET Gain	Employed as of 30 June 1946	Employed as of 30 Sept 1946
Cotton Spinning and Weaving	28,086	22,947	82	16,489	6,458	66,380	72,838
Silk Spinning and Weaving	4,192	4,225	101	1,967	2,258	9,516	11,774
Woolen & Worsted	8,492	5,976	70	3,954	2,022	21,747	23,769
Hard Fiber	5,256	2,069	39	2,994	925	12,206	11,281
Rayon Yarn & Rayon Staple	2,016	6,083	302	3,336	2,747	15,701	18,448
Rayon Pulp	25	497	1,988	124	373	2,868	3,241
Raw Silk	21,000	17,940	85	7,489	10,451	55,580	65,031

SOURCE: Raw Silk Association of Japan and Textile Association.

43. In an attempt to reduce the number of separations and induce recruitment, the government announced that as of 1 November special rice rations would be given to textile workers and transportation and distribution of these extra rations would be given priority.

44. Long-range factors contributing to employment difficulties in the industry however remained, namely, low wages in comparison to other major industries; widespread sub-standard working and living conditions; and the custom of recruiting workers from rural areas rather than from surplus-labor urban areas.

Indentured Labor

45. The arrest of 123 persons on charges ranging from unlawful detention of workers to violence and murder heralded renewed efforts by the Japanese government to eradicate the system of indentured labor long in operation in Hokkaido.

Under the system, labor "brokers" recruited workers in Tokyo, Osaka and other cities and shipped them to Hokkaido where they were forcibly kept in labor camps and worked under extremely poor conditions. Wages were not paid to them but were used instead to defray recruitment expenses, charged to them as a debt.

Restricted

LABOR DIVISION REPORT FOR MONTH OF NOVEMBER 1946

CONTENTS

	Paragraph
General	1
Labor Legislation and Government Policy	2
Labor and Employer Organizations	6
Labor Relations	17
Labor Education	28
Wages	30
Employment and Unemployment	33
Labor for the Occupation Forces	41
Administration	44

GENERAL

1. Closer cooperation between the major labor union federations and renewed efforts to amalgamate became evident in November.

The first post-war public joint meeting of leaders of labor and industry occurred on 10 November.

No new important strikes occurred during November, although several strikes begun in October continued and the electric-power industry dispute simmered throughout the month. Efforts by the Central Labor Relations Committee to mediate the dispute failed.

Inclusion of a fair labor code in contracts for construction for the Occupation Forces was ordered by the Economic Stabilization Board.

LABOR LEGISLATION AND GOVERNMENT POLICY

Labor Standards Bill

2. During November the Labor Standards Bill was under revision by the Labor Legislation Committee, in preparation for submission to the Special Extraordinary Session of the Diet.

Unemployment Insurance Bill

3. At the public hearings on the Unemployment Insurance Bill from 11 to 15 November, many employer representatives favored the Bill in general but recommended postponement, while unions advocated effecting the system at the present time.

Seaman's Bill

4. Public hearings were also held in November on the Seaman's Bill, which was then referred back to the Labor Legislation Committee.

Government's "Fundamental Policy" Statement

5. Policy on "solution of the labor problem" constituted a major portion of the Government's six-point "fundamental policy" statement issued on 4 November immediately after promulgation of the Constitution (see Section on Government).

According to the statement, "Efforts will be made for the stabilization of the workers' livelihood and the elevation of their position, the awakening of a sense of responsibility on the part of labor and capital for the reconstruction of industry, and the autonomous development of healthy labor movements by preventing the deviation from the genuine union spirit under the despotic leadership of a few".

Measures listed were: (a) enactment of a labor standards law; (b) establishment of a rational wages system based on productive efficiency; (c) encouragement of systems of labor participation in management and profit sharing; (d) dissemination to employers, workers and the public of information concerning labor problems; and (e) completion of scientific investigations and research on labor.

Policy for dealing with unemployment covered: (a) operation of "productive public enterprises"; (b) reduction of working hours and operation of a shift system on a rational basis; (c) expanding the functions and improving the system of employment exchanges; and (d) effective operation of vocational guidance and other facilities.

The general reaction of trade unions to the statement of labor policy was that it contained nothing new and therefore represented no change in Government policy.

LABOR AND EMPLOYER ORGANIZATIONSLabor Union Statistics

6. Total union membership at the end of September, exclusive of the All-Japan Seamen's Union which had 61,393 members on 31-August, amounted to 4,122,209 in 14,697 unions.

A total of 1,195 new unions with 214,086 members were registered in September. This constituted a sharp increase compared to the 412 new unions with 76,324 members registered in August and was occasioned by the requirement that only registered unions could participate in selection of the labor members of the Labor Relations Committees. Nevertheless, the rate of new union organization remained low compared to the early months of 1946.

As of 30 September 475 unions with 175,455 members had been discontinued. Approximately 80 percent of unions discontinued, however, represented reorganization of small unions into larger groups.

The following table indicates details of the organization of unions from September 1945 through September 1946.

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 ORGANIZATION OF LABOR UNIONS BY MONTHS
 (September 1945 through September 1946)

MONTH	ORGANIZED		DISCONTINUED		CUMULATIVE TOTAL	
	UNIONS	MEMBERS	UNIONS	MEMBERS	UNIONS	MEMBERS
<u>1945</u>						
September						
October	8	4,026			8	4,026
November	66	63,458			74	67,484
December	434	312,147			508	379,631
<u>1946</u>						
January	1,008	522,074			1,516	901,705
February	1,726	634,855			3,242	1,536,560
March	3,297	1,031,361	2	454	6,537	2,567,467
April	2,006	458,737	13	3,371	8,530	3,023,933
May	2,074	424,696	64	33,976	10,540	3,413,653
June	1,598	298,781	132	32,463	12,006	3,679,971
July	1,026	194,530	109	60,836	12,923	3,813,665
August	452	76,324	35	15,763	13,340	3,874,226
September	1,195	314,086	120	28,692	14,697	4,132,209
TOTAL	15,172 ^{2/}	4,297,664 ^{2/}	475	175,455	14,697	4,132,209

1/ Unions reported registered and discontinued.

2/ Totals include 282 unions and 62,589 members for which distribution by month was not reported.

SOURCE: Ministry of Welfare

Restricted

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7. Further analysis of labor union statistics as of 31 August as reported by the Ministry of Welfare indicated a continued high concentration of union membership, with approximately half of the 3,936,815 workers organized in 13,622 unions at that time in eight prefectures as follows: Tokyo 376,382; Fukuoka 342,070; Osaka 334,243; Hokkaido 266,136; Hyogo 181,068; Aichi 173,340; Kanagawa 167,031; and Nagasaki 126,798.

Degree of union organization was highest in large and medium-sized establishments. Plants employing less than 50 persons, which traditionally employed the bulk of the Japanese labor force, accounted for only 2 percent of workers organized, and plants employing 50 to 99 persons for only 5 percent, while establishments of 1,000 workers and over covered 41 percent of total union membership. Establishments of 100 to 499 employees and 500 to 999 employees accounted for 34 and 18 percent of organized labor, respectively.

8. According to Ministry of Welfare reports, the National Congress of Industrial Unions had a membership of 21 unions with 1,607,699 workers and the National Federation of Labor Unions registered 37 unions with 1,061,899 members as of 30 September. This compared with a claimed membership of 1,631,584 and 855,000, respectively, at the time of the federations' inaugural conventions early in August (see Summary for August).

Other federations registered with the Ministry of Welfare included the National Council of Government and Public Employees Unions, with 15 unions and 432,252 members; 37 prefectural federations covering 2,427 unions and 870,439 workers; and 103 district federations accounting for 1,509 unions and 404,214 workers.

Considerable overlapping occurs in the statistics since a number of unions belonged to more than one federation.

Federation Activity

9. Closer cooperation between the two major federations and renewed efforts to amalgamate became evident in November.

Early in the month the National Federation of Labor Unions announced as its major objectives aims closely paralleling those of the National Congress of Industrial Unions, including wage increases, establishment of a new wage system, conclusion of collective bargaining agreements and replacement of the current Cabinet with a Government more fully representative of labor.

The Federation, however, continued to reject Congress invitations for joint actions, alleging that the Congress had employed precipitate strike tactics during the "October offensive" instead of exhausting the possibilities of negotiation.

In line with both groups' efforts to forward reconstruction, however, a conference to discuss labor's program for industrial rehabilitation was held on 18 November with representatives of both federations, together with the newly-formed All-Japan Council of Labor Unions and independent unions.

Restricted

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This was followed on 20 November by a meeting of the leaders of the three national federations to exchange views on the unconditional merger of the three organizations. At this meeting the National Congress of Industrial Unions offered to dissolve immediately and its leading officers offered to resign in order to further such a merger. No immediate conclusion was reached although further discussions were scheduled.

10. At the 25 October inaugural meeting of its preparatory committee, the third national federation, All-Japan Council of Labor Unions (see Summary for October), adopted a program including unification of the labor movement, democratization of industry, autonomy in union administration and elimination of interference by political parties in the trade-union movement. As a first step toward the achievement of these aims a campaign for conclusion of collective agreements by all its member unions was announced.

Labor Union Activity

11. As a consequence of the unsuccessful newspaper strike (see Summary for October), the leaders of the All-Japan Newspaper and Radio Workers' Union resigned at a special convention on 23 October and new officials were elected. In the most significant change the union president, K. Kikunami, concurrently president of the National Congress of Industrial Unions, was replaced by T. Kawazoe.

Policies announced by the new officials included reorganization of the Central Strike Committee and strengthening of the union's organization, as well as continuation of support to radio workers until all of the latter's demands should be met.

The organization's regular annual convention and a new election of officers were scheduled for late November.

12. The Special Seamen's Labor Relations Committee succeeded in temporarily reconciling the disputing factions in the All-Japan Seamen's Union for the purpose of negotiating a contract implementing the September strike settlement (see Summaries for September and October).

13. The trend toward consolidation of regional unions continued with the inauguration of three national unions from mid-October to mid-November, namely, the All-Japan Electric Appliance Workers' Union, the All-Japan Council of Gas Company Workers' Unions and the Japan Municipal Employees' Union.

Employer Organizations

14. On 18 November the Kansai Employers' Federation, formerly the Osaka Chamber of Commerce and Industry, was inaugurated.

Coal mine operators completed preparation for the establishment of a national association to consolidate the five existing regional federations and to be inaugurated early in December.

Restricted

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During October and November the Economic Fraternalists' Association (Keizai Kogyu-kai) was especially active (see following section). This organization, which had been established in May 1946, included among its active members the chief officers of both the Federation of Economic Organizations and the Kanto Employers' Association.

15. Divergent trends on policy towards labor unions were expressed by employer organizations during November. For example, at a meeting on 2 November between members of the Kanto Employers' Association and Government representatives, the general feeling indicated by employers was a request for stronger action by Government to curb labor disputes. Almost simultaneously the Federation of Economic Organizations announced plans to establish a committee to lay down management's fundamental policy for compromising the respective demands of labor and industry.

Labor Management Talks

16. On 10 November, following earlier individual discussions between members of the major employer organizations and the two chief labor federations, leaders of industry and labor met at the invitation of the Economic Fraternalists' Association to discuss industrial reconstruction. This was the first post-war public joint meeting of leading labor and industrial representatives outside of collective bargaining negotiations. Provision was made for future meetings.

LABOR RELATIONS

Labor Relations Committees

17. Labor Relations Committee authority received substantial support from instructions sent on 20 November by the Justice Minister to the Procurator General and Chief Procurators requiring immediate action, without attempts at mediation and without delay, on Labor Relations Committee requests for prosecution of violations of the Trade Union and Labor Relations Adjustment Laws.

18. The Finance Ministry on 14 November approved transfer from the reserve fund of appropriations for the addition of 80 new employees to the current Central Labor Relations Committee staff of 19 persons. Prefectural Labor Relations Committees were authorized full-time staffs for the first time, totaling 598 persons or approximately 13 employees for each prefectural committee. A further sum of ¥970,000 was allocated to cover administrative expenditures for travelling, housing, study, conference, etc.

19. The first mediation attempt made by the Central Labor Relations Committee in the electric-power industry dispute after invocation by the Government under Article 18 of the Labor Relations Adjustment Law was unsuccessful when, on 5 November, the Cabinet, chiefly on the basis that wage increases proposed would aggravate inflation, refused to recognize the settlement proposal issued earlier that day by the Mediation Committee appointed by the Central Labor Relations Committee.

Restricted

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Although neither management nor labor accepted the proposal, partly in view of the Government's opposition, public opinion generally supported the mediation plan and criticism of the Government's action was widespread.

On 9 November, following a Cabinet meeting, the Minister of Welfare explained that the Government disclaimed any intention to withdraw support from Labor Relations Committees and on 13 November requested that the Central Committee renew its efforts to settle the dispute.

20. On 12 November the Tokyo Metropolitan Government announced that the process of selecting new members for the Tokyo Prefectural Labor Relations Committee would begin immediately, to be completed by February 1947. Details were in accordance with the Central Committee's regulations for reorganization (see Summary for September).

Negotiations and Agreements

21. The first labor contract to be signed by the Japanese Government was concluded on 6 November with the 2 $\frac{1}{2}$ -month old All-Japan Federation of Occupation Forces Workers' Unions (see Summary for September).

The contract, which covered about 50,000 workers, called for establishment in Tokyo and in each local area where the members of the Federation were organized of a Labor Affairs Council with equal representation by the Federation local concerned and the central or local Government. The councils were to discuss "guarantee of livelihood", maintenance and improvement of working conditions, dismissal of personnel and other matters, with decisions having the same effect as written agreements.

22. Extensive efforts at negotiations were carried on by teachers in late October and November with demands presented to the Minister of Education by both the All-Japan Teachers' Labor Union (Zen Nippon-Kyoiku Rodo Kumiai), an active National Congress of Industrial Unions-affiliated union with a membership of 103,000 primary school teachers, and the National Federation of Teachers' Unions (Kyo Shokuin Kumiai Rengo Kai), a less active group claiming a membership of 30,000 middle school teachers and unaffiliated to either of the two major federations.

Demands of both groups included ¥600 minimum wage, guarantee of employment and elimination of differentials in wages due to sex and place of work.

The negotiations were complicated by the charge of the All-Japan Teachers' Labor Union that the Minister of Education was dealing only with the smaller union group, and by the difficulty of granting increases for teachers in advance of special budgetary provision by the Diet and without similar increases for other Government workers.

Labor Disputes

23. With the passing of the "October offensive" (see Summary for October), strikes fell sharply in number and importance. No new important

Restricted

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strikes took place, but strikes in the theater and motion picture industry and Tokyo Shibaura Electric Machinery Company continued throughout most of November, while the electric-power industry dispute simmered throughout the month.

24. On 5 November the tri-partite Mediation Committee appointed by the Central Labor Relations Committee to deal with the electric-power dispute proposed a settlement which granted the workers' demands for a ¥500 minimum wage but allowed an average monthly net wage, after deducting income taxes, of ¥1,250 (i.e., about ¥1,800 before taxes). This figure compared to about a ¥950 net average wage being paid and ¥3,300 net average demanded by the union.

Following the failure of this proposal, partly because of non-recognition by the Government (see preceding section), the Central Labor Relations Committee on 18 November deputized its chairman to carry on conciliation between the two parties, but no agreement was reached by late November. No strike had been called at that time, although under the Labor Relations Adjustment Law the union was free to strike on 19 November, 30 days after application for mediation had been made.

25. Two of the three big theater and motion picture companies signed collective agreements early in November ending the strikes started in October. The agreements both provided for substantial wage increases while one guaranteed the closed shop. Negotiations between workers and management of the third company were resumed but remained unsuccessful.

26. As a sequel to the settlement of the radio strike on 25 October (see Summary for October), nine section chiefs, non-union members, were discharged by the Japan Broadcasting Corporation for activities sympathetic to the strikers. The All-Japan Radio and Newspaper Workers' Union submitted a complaint to the Tokyo Prefectural Labor Relations Committee on 26 November.

27. First court action on "production control" was taken on 13 November when the Tokyo District Civil Court issued a provisional court order designating three lawyers representing labor, employers and neutral groups as legal custodians of the Oriental Photograph Industry Company. The plant had been under "production control" by a local of the All-Japan Chemical Workers' Union since 27 September in protest against July discharge of three union leaders. The union expressed vigorous opposition to the court order.

LABOR EDUCATION

28. The first post-war trade union schools for union organizers were set up by both the National Federation of Labor Unions and the National Congress of Industrial Unions.

Two institutes on trade-unionism and its relation to democratic education, the first institutes of their kind in Japan, were held in Kyoto and Fukuoka from 17 to 20 October and 10 to 11 November, respectively, headed by Dr. Matsui of Doshisha University and sponsored by teachers' groups. A large number of members of teachers' and other unions attended.

Restricted

Restricted

29. Two significant original books on labor affairs, "An Analysis of the Labor Relations Adjustment Law" by the Director of the Labor Policy Bureau of the Ministry of Welfare and "American Labor Laws and Industrial Relations" by an official of the Kanto Employers' Association, made their appearance in November.

The All-Communications Workers Labor Union issued the first post-war trade union pamphlet, "How to Conduct a Union Meeting", constituting a primer for parliamentary procedure.

WAGES

30. The gap between workers' earnings and cost of living continued to decrease slowly, partly as a result of the increase in the staple food ration.

31. Analysis of money wage statistics for September indicates a substantial rise compared to the previous month for all categories of workers in manufacturing, mining and transportation and communications (see Summary for October). Wages in these industries as of 30 September were as follows:

<u>Industry</u>	<u>Average Daily Wage</u>	<u>Percentage Increase Over August</u>	<u>Average Monthly Wage</u>	<u>Percentage Increase Over August</u>
Manufacturing				
Male	¥ 28.44	7.6	¥ 655.27	9.3
Female	12.52	6.6	283.63	12.3
Transportation and Communications				
Male	26.10	15.2	671.75	11.6
Female	11.72	12.0	299.99	9.4
Mining, Underground				
Male	31.42	9.1	672.11	11.7
Female	26.86	15.2	684.02	.2
Mining, Surface				
Male	31.54	3.6	507.17	2.9
Female	12.35	14.4	278.72	12.6

32. Cost of living for Tokyo wage-earners compiled from Cabinet Bureau of Statistics data is shown below:

CONSUMERS' PRICE INDEX FOR WAGE-EARNERS IN TOKYO (July 1937 = 100)

<u>Period</u>	<u>TOTAL</u>	<u>FOOD</u>	<u>HOUSING</u>	<u>FUEL AND LIGHT</u>	<u>CLOTHING</u>	<u>OTHER</u>
1946						
July	3,985	5,100	560	1,235	3,745	1,257
August	3,550	4,465	580	1,230	3,345	1,410
September	3,760	4,590	720	1,330	3,500	2,010
October	3,370	4,095	750	1,310	3,745	1,615

SOURCE: Table estimated on statistics and information obtained from the Japanese Cabinet Bureau of Statistics.

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33. Union demands for increased wages resulted during November in a formal statement by the Japanese Government of two major projected actions.

On 9 November the Cabinet announced that a wage investigation commission representing labor, management and Government would be formed to study wages with a view to guiding future Government wage policy. The Commission's findings would also assist Labor Relations Committees in mediation activities.

The Finance Minister in late November announced that preparations were being made for the revision of the income tax system.

EMPLOYMENT AND UNEMPLOYMENT

34. Although large-scale dismissals had not taken place by November to the extent anticipated, at least partially due to inclusion of guarantees against mass discharge among union demands, the level of unemployment continued high.

Employment Exchanges and Public Works Program

35. Persons applying for jobs with the public employment exchanges tended to increase somewhat with the increase in food rations and with the coming of winter but activity was still low compared to total number of unemployed.

Statistics of public employment exchanges in the six large cities for the period of 15 October to 11 November follow:

<u>Period</u>	<u>No. of Vacancies</u>	<u>No. of Applications</u>	<u>No. of Placements</u>
15-21 Oct.	27,130	12,914	5,553
22-28 Oct.	26,237	12,236	5,564
29 Oct.- 4 Nov.	29,919	14,488	6,526
5-11 Nov.	27,637	14,485	5,719

SOURCE: Ministry of Welfare

36. First meeting of the committee to investigate and recommend amendments to the Employment Exchange Law of 1938 was held on 20 November, including representatives of labor, employers, scholars and the Government.

Emphasis was placed on a program to eliminate clauses giving legal sanction to the "labor boss" system and to the traditional method of rural recruitment for urban factory employment.

37. Regional meetings of prefectural employment-exchange officials were held from 6 to 9 November to receive instructions on selection of the additional employees authorized in October (see Summary for October).

Restricted

New employees were not to be former police officials and preferably were to be people with some labor exchange experience who had been transferred to other work. New personnel were to receive one week's training on the public works program, with the national office furnishing instructors.

38. On 5 November instructions were issued by the Ministry of Welfare to Prefectural Governors with a view toward implementing the fair labor code and other provisions of the 3 September regulations for public works projects (see Summary for September) by improving inspection of the projects. Employment exchanges were made responsible for such inspection and detailed inspection methods were outlined.

The planned campaign to publicize job openings on public works projects (see Summary for October) got under way in November with radio and newspaper advertisements describing the projects.

Further conferences were held in Tokyo, Nagoya, Osaka, Hiroshima and Fukuoka on working out methods to recruit city unemployed for public works projects in rural areas.

To discourage the part-time use of farmers on rural projects especially during the winter season, the public works regulations of 3 September were revised on 12 November by Cabinet decision to give specific preference in public works employment to unemployed urban workers.

Vocational Training

39. After meetings on 11 and 18 November of a preparatory committee representing the Ministry of Education, Ministry of Welfare, employers, workers and educators, a plan to organize a Vocational Education and Guidance Committee to advise Government agencies on vocational education and vocational guidance programs was submitted to the Cabinet Legislative Bureau. The meetings represented first coordination of vocational guidance activity by the two Ministries.

Textile Program

40. The number of workers leaving the textile industry in November not only offset the number recruited but in some instances resulted in a net decrease in total employed. Major effect of the high rate of turnover on production was the prevention of development of skill among workers. The general shortage resulted in only some 65 percent of the country's spindle capacity being utilized in late October.

Extra food rations instituted in the industry by the Government on 1 November failed to attract the anticipated volume of additional workers since the workers' food level was still below that available in the farming areas where labor was currently recruited.

41. Recruitment goals announced for the three-month period October to December were cotton spinning and weaving, 29,775; silk spinning and weaving, 5,485; woolen and worsted, 7,524; hard fiber, 7,235; rayon yarn

Restricted

Restricted

and rayon staple, 3,381; rayon pulp, 100; and raw silk, 20,639.

LABOR FOR THE OCCUPATION FORCES

42. Labor supplied to the Occupation Forces continued satisfactory through November.

Revised estimates indicate that labor furnished as such by the Japanese Government averaged between 150,000 and 200,000 workers monthly. Statistics for September 1945 to August 1946 follow:

LABOR FURNISHED TO OCCUPATION FORCES BY JAPANESE GOVERNMENT 1/
(September 1945 through August 1946)

<u>PERIOD</u>	<u>Average No. of Workers Per Work Day</u>
<u>1945</u>	
September	27,450
October	102,318
November	145,496
December	170,127
<u>1946</u>	
January	167,699
February	173,481
March	2/ 172,948
April	3/ 168,844
May	191,950
June	202,130
July	4/ 206,202
August	5/ 150,532

- 1/ Exclusive of labor involved in production or provision of supplies, real estate or the completion of specific projects requisitioned through procurement demand.
- 2/ No figures available for Fukushima, Iwate and Miyagi, accounting for approximately 12,000 additional workers.
- 3/ No figures available for Hokkaido using approximately 6,000 workers.
- 4/ No figures available for Iwate using approximately 1,500 workers.
- 5/ Incomplete returns.

SOURCE: Compiled from monthly reports of Military Government Units submitted through 8th Army.

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43. The Economic Stabilization Board on 8 November directed all Ministries and Boards concerned to insert clauses providing a fair-labor code similar to that of the 3 September regulations for public works into all construction contracts and subcontracts for the Occupation Forces. An additional proviso stipulated that contractors should not interfere with organization of labor unions and should bargain collectively with freely chosen representatives of workers.

The code was to apply to contracts already under execution as well as future contracts. Contractors were given until 4 January 1947 to put provisions into effect.

44. The Central Liaison Office in mid-November issued instructions governing the inspection of working conditions and payment of salaries, wages and allowances for workers employed directly by the Japanese Government on labor requisition.

ADMINISTRATION

45. On 14 November funds were approved to provide 109 additional workers for the two Ministry of Welfare bureaus dealing with labor matters, raising the total staff permitted to 361. Prefectural labor administration offices were also to receive a total of 1,091 additional workers or an average of 24 each. Formerly, employees of the local offices totaled 962. These personnel additions were exclusive of employment exchange expansion authorized in October (see Summary for October).

Restricted

775

OK3

GRIEVANCE MACHINERY AND ITS
APPLICATION TO TRADE UNION AGREEMENT

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15 April 1950

Grievance Machinery and its
Application to Trade Union Agreements

A major defect in nearly all trade agreements throughout Japan is the notable absence of adequate provisions on grievance machinery, inclusive of arbitration. The cause for this absence is attributable to both management and union. Observation in the field indicates that, in many instances, management has less understanding of the basic nature of these provisions and their over-all purpose than do the unions. There are, however, many unions which oppose the incorporation of these provisions in trade agreements because of a misunderstanding as to their purpose and import. The incorporation of adequate provisions on grievance procedures is considered to be an indispensable step toward stable industrial labor relations, and this pamphlet is intended to make the principles governing grievance machinery clear to both management and union. These practices reflect principles which are highly recognized in all lands where a free trade union movement has evolved.

The Key to Industrial Peace

A sound trade agreement is the ultimate aim of all trade union activity. It sets forth the rights and obligations of both management and union, defining all matters relating to wages, hours, and other working conditions, in a clear and specific manner. The trade agreement stands as a permanent embodiment of those matters by which both parties have agreed to be bound. To rely on anything short of a written agreement would leave the doors open to the vagaries of human behavior. Thus causing unstable labor management relations and a lack of industrial peace. The sound trade agreement insures stable labor relations for the duration of the contract, which is usually one

year; although in some cases there are agreements which, with the exception of certain matters such as the provisions on wages, are concluded for a period of two or three years. After an agreement has been concluded, both parties are relieved of that state of tension which accompanies the negotiation of a trade agreement. The union can then focus its attention on such matters as the enlightenment and education of its members on union affairs and labor problems. It can also make surveys as to wage standards or working conditions in other companies or industries to serve as a basis for future negotiations on the occasion of revising its agreement. The employer in turn can devote his energies toward the fostering of his business, plant operation, production, and sales.

Footnote /1. One of the palpable weaknesses of collective bargaining in Japan is the prevalent and repeated failure, on the part of many employers and unions, to negotiate and consummate a complete, definite, and conclusive trade agreement. Many initial and important issues which should be definitely determined are left open and pending. Thus, in many instances, the trade agreement is never actually concluded, and both parties are constantly negotiating various matters. This condition is perhaps due to elements of distrust, indecision, and unwillingness on the part of either party to make definite commitments and assurances. However, so long as employers and unions continue to straddle important issues, the full development of a kindlier spirit of harmony and peace becomes more difficult to attain in labor-management relations. It is far better from the point of view of industrial peace and stable labor relations for either side to suffer a temporary loss than for both sides not to have a conclusive and binding agreement.

It should also be remembered that if both parties agree, it is possible to conclude a trade agreement which states that certain specified matters, for instance wage provisions, can be reopened at the request of either party for renegotiation six months after the signing of the agreement and every six months thereafter. The aforesaid is applicable in cases where the trade agreement is concluded for a fixed term of more than one year. Thus, the body of the trade agreement remains in effect for the one, two or three years period for which it has been signed, and at the same time, permits either management or the workers to renegotiate the matter of wages at more frequent intervals. In such a case, if an agreement cannot be reached on that issue, the workers are free to enforce their demands with strike action as a last resort. It is also possible for the union and management to agree to some

However, after the trade agreement has been concluded, there remains the task of living the contract through. During the period of the agreement, there are bound to arise, from time to time, differences of opinion as to the meaning or interpretation of some of its provisions, or as to the facts, which, either party may contend, justify a definite stand or course of action to be taken. For example, there may be differences of opinion as to the application of certain contract provisions in such matters as discharge, layoff, transfer, wages and hourly rates, or other claims of violations. If union or management were to persist independently in its claims, each time such differences of opinion arose, without providing appropriate procedures by which solutions to these differences could be attained peaceably during the term of the trade agreement, stable industrial labor relations would be impossible of attainment, and trade agreements would become mere scraps of paper. For, if we assume that management and union, through collective bargaining, have reached an agreement as to wages and hours and other conditions of employment, there is no logical reason why further agreement cannot be reached as to the acceptance of grievance machinery including arbitration to determine with finality, differences of opinion which are bound to arise from time to time

type of sliding scale which allows adjustment of wages from time to time. Such arrangements may be desirable or necessary during periods of unstable economic conditions. A clause of the following nature could be incorporated in the trade agreement: "For the fixed term of this agreement, either party hereto may request a general revision upwards or downwards in rates of pay. Requests for a revision under this section shall be in writing and shall be mailed or delivered to the other party not less than 60 days prior to the requested revision date. Upon the giving of such notice, the parties shall immediately negotiate the request and if they are unable to agree within 15 days after receipt thereof, either party may request arbitration of the dispute."

during the existence of the trade agreement. It is in this respect, that the incorporation of adequate provisions of grievance machinery including arbitration becomes a matter of prime importance.

In trade agreements with grievance machinery and arbitration, it is customary and sound practice to include what is known as a peace clause.² In the peace clause, the union assures the employer on the one hand, that for the fixed term of the agreement, it will refrain from the use of the slowdown, strike, boycott and picket, and the employer, on the other hand, assures the workers that it will not lockout the employees and that it will not engage in activities as proscribed in the law that are detrimental to the union. However, it is grievance machinery that gives actual life to the peace clause on occasions of differences of opinion. Substantially, grievance machinery is a plan of action a series of graduated steps, usually three or four, by which a dispute or grievance³ is finally settled amicably between the parties or is submitted ultimately to an impartial chairman, umpire, arbiter or board for decision or award; both parties having agreed beforehand to be bound thereby. This final course of action is known as arbitration and it is the last step in the grievance procedure. Statistics in the pamphlet, "Basic Patterns in Collective Bargaining Contracts," published by the Bureau of National Affairs, Inc., show that practically all trade agreements in the USA have procedures for adjusting grievances. Approximately 85 percent of the agreements provide for arbitration of grievances and disputes arising under the agreement. Of the

Footnote ². Actually, the peace clause is a contract provision which adds nothing further to what the parties to the contract have agreed to by the specific or implied terms of the agreement. But such a contract provision is often considered useful as a general assurance on the part of both parties that they will adhere to the grievance procedures including arbitration.

remaining 15 percent, 3 percent provide for the arbitration of unadjusted disputes only if both parties consent to do so at the time. The remaining 10 to 12 percent of the agreements do not include any arbitration clauses. Of the total number of trade agreements which provide for arbitration as the last step in the grievance procedure, 95 percent of them provide for the appointment of an impartial chairman, umpire, arbitrator or board on an ad hoc basis, i.e., as each dispute or grievance arises. Of the same total, a permanent umpire is named to decide all disputes in approximately 5 percent of the agreements.

It should be borne in mind that aside from matters such as the challenged discharge of an employee, which are definitively determined by arbitration, the losing party may raise the issue again at the collective bargaining table, at the time of negotiating a new trade agreement. For

Footnote /3. The words, "grievance" and "dispute," as used in this paper mean nothing more than differences of opinion which the parties have not been able to settle or come to any agreement on through the various procedures leading up to and including arbitration. Unless otherwise stated whenever the word "grievance" or "dispute" is used in this paper, it must be understood as a difference of opinion between the union and management arising during the term of the agreement. The great percentage of these differences will be ironed out before they reach the stage of arbitration in the grievance machinery. The following examples illustrate in part the type of "grievance" or "dispute" which may arise from time to time:

- a. Disciplinary discharge
- b. Status of an employee working part-time as a foreman
- c. Discipline for insubordination and abuse of management beyond the confines of the plant
- d. Does "reasonable consideration of seniority" require a trial on the job?
- e. Any alleged violation of the contract
- f. Promotion under the rule of seniority barred because of past refusal of a position
- g. Demotion for inefficiency
- h. Improper safety devices
- i. Questions as to justification of a transfer under seniority rule
- j. Choice of shift
- k. Cases of disciplinary actions as alleged violation of contract

example, suppose there is some doubt as to what pay rate a certain job should receive under a trade agreement; the union claiming one rate and the management claiming another. In this instance, there is no reason why the party which loses through arbitration cannot raise the issue at the time of negotiating a new trade agreement and bargain for what it considers to be proper. Before the revision of the Trade Union Law, there were many trade agreements in Japan, which failed to have any definite termination date, so that neither party could terminate the agreement without the approval of the other. Under such circumstances, an arbitration clause would be tantamount to what is known as "compulsory arbitration."⁴ However, this condition has already been corrected under Article 15 of the revised Trade Union Law, which declares that, "Trade agreements shall include a provision fixing a termination date and shall in no event continue in effect for a period of more than three years."

Footnote ⁴. "Compulsory arbitration," i.e., arbitration which is not entered into voluntarily by the parties, is a term frequently employed by those who despair over the inability of management and the union to arrive at terms when a new or revised trade agreement is being negotiated. There are some leading labor economists who advocate "compulsory arbitration" of the terms of a new or revised trade agreement in strategic industries such as public utilities, transportation, and communications. Work stoppages in such fields have an immediate and direct impact on society and are very apt to affect and imperil the health, safety and welfare of the public. Thus, the argument runs, in strategic industries the parties should be compelled to submit to arbitration "uncompromisable" issues which may arise at the collective bargaining table when a new or revised trade agreement is being negotiated. The parties should not be permitted to resolve these "uncompromisable" issues through the exercise of their economic power in the form of the strike or the lockout. It is interesting to note, however, that in the United States a very small percentage of employers and unions (approximately 2 percent) agree in advance to submit to arbitration unsettled questions of demands arising at the collective bargaining table if the parties fail to succeed in negotiating and concluding a new trade agreement.

Grievance machinery may be considered from two points of view: (1) as a system of industrial jurisprudence: (2) as a safety valve in the intricate matter of human relations.

Grievance Machinery as a System of Industrial Jurisprudence

As a system of industrial jurisprudence, grievance machinery is a device which makes a trade agreement live from day to day, and in effect, it may be considered as the legal apparatus under the agreement.

In order to illustrate how the grievance machinery works, let us assume that a worker is dismissed from his place of work on the grounds of personnel retrenchment under industrial rationalization; but that there is much controversy and dispute as to the facts and that the union charges that the discharged worker was discriminated against because of his role in union affairs. In most cases, the discharged worker would try to settle the matter himself with his section chief or supervisor. Not being successful, he would utilize what we may consider as the first step in the grievance machinery, and would report the matter to his shop steward. On receiving this report, the shop steward would check the facts and then take the matter up with the section chief or supervisor. If the matter can not be settled, the shop steward simply refers the matter to the next higher authority in the union. The chances are likely that in a union of any considerable size, let us say

Footnote 5. The shop steward is the spokesman for the workers in the department or workshop he represents. The shop steward is elected by the workers and is responsible for handling all grievances and complaints that may arise in his or her department or workshop. He or she, also, keeps the workers informed as to union activities and is directly responsible for the enlightenment of the workers in regard to union affairs. In a big store or plant which consists of many departments or workshops, at least one shop steward is elected from each department or workshop, and in cases of a large department or workshop, there may be more than one. The shop steward is usually allowed half

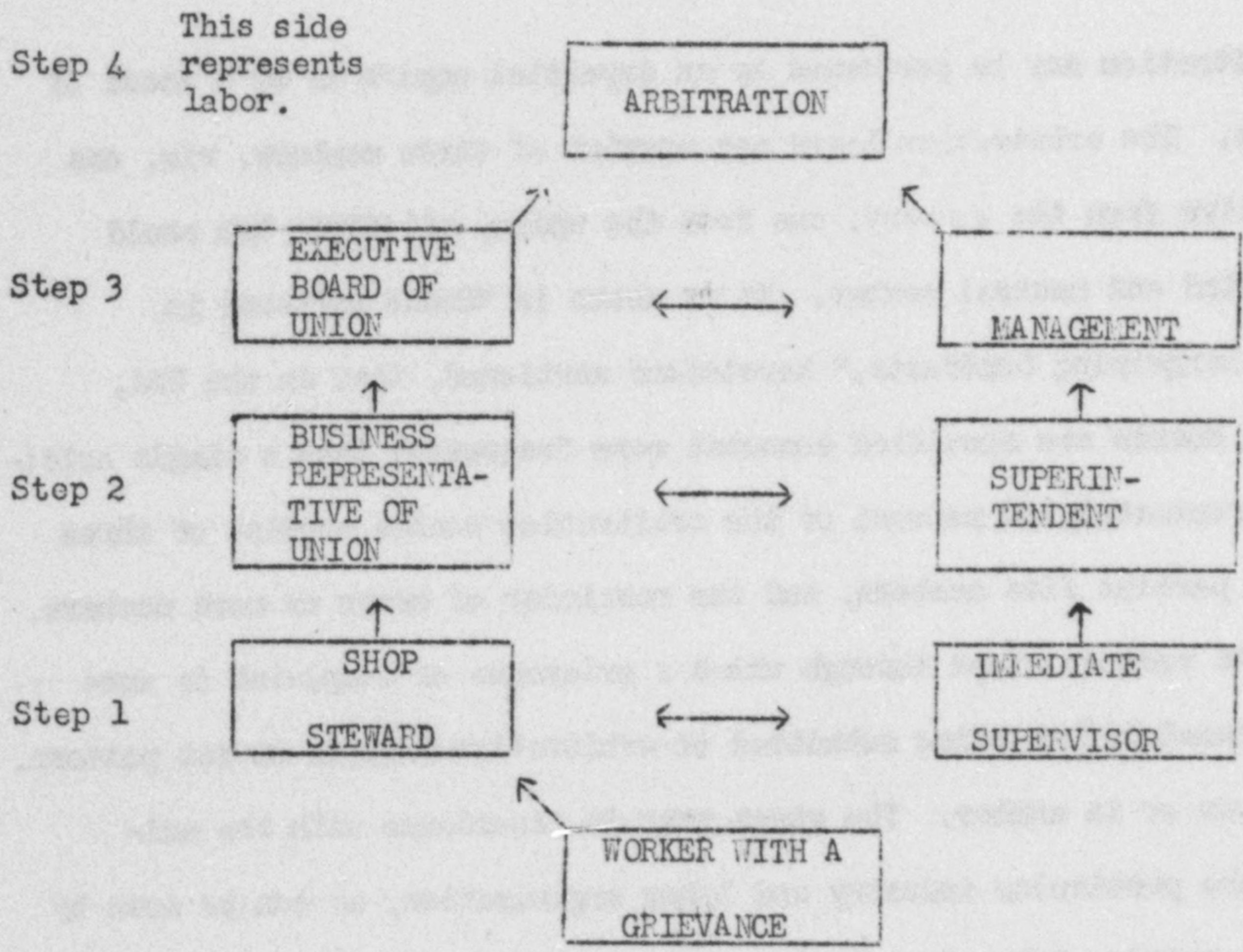
four or five hundred members, the next higher authority would be a full time union representative known as the business agent. The business agent would request or receive a full report of the grievance. He then would attempt to settle the matter with the aggrieved worker's immediate supervisor or section chief, and on failure to do so, he would take it up with the next higher authority to the section chief or supervisor. This could be the plant superintendent or the shop superintendent. If the parties are unable to arrive at a settlement, the business agent in turn would make a full report to the next higher authority in the union, which would probably be the executive board. The executive board, acting through the president of the union, would meet with the president of the company and attempt to settle the grievance. If this last step fails, the question is submitted to arbitration for final determination.

an hour or an hour paid company time a day for the purpose of attending to the settlement of grievances. Management's payment for such time is justified by the fact that settlement of grievance benefits both management and union, and therefore, cannot be regarded as exclusively a union affair. However, most companies limit the time allowable each day for the settlement of grievances in order to prevent the shop stewards' wasting unnecessary time.

Footnote /6. The business agent is usually a full time union official who is elected and paid by the union. He is the most important cog in the administrative machinery of the local union. In addition to representing the members of his union on all grievances which cannot be settled between the shop steward and the worker's immediate supervisor, the business agent negotiates all trade agreements with management, sees to it that all such contracts are complied with by both union and management, makes contacts for the good and welfare of the union, uses diligence to ascertain all workers who are eligible for membership within the jurisdiction of the local union, attends to the over-all enlightenment of the workers in union affairs and labor problems with a view to enlarging union membership in cases where a plant or store is not fully organized. He attends all union meetings and shopmeetings, assists in getting the rank and file to attend such meetings and participate in other union functions, and serves as strike leader at times of a strike or lockout. A good business agent should be one who is thoroughly versed in the labor laws, trade agreements, working rules, conditions in the trade or industry concerned, and be personally familiar with the rank and file members. He should be honest, right-minded, efficient, and hard working.

tion. Arbitration may be performed by an impartial umpire or by a board of arbitrators. The arbitration board may consist of three members, viz, one representative from the company, one from the union, and these two could select a third and neutral member. It is shown in "Basic Patterns in Collective Bargaining Contracts," heretofore mentioned, that in the USA, arbitration boards are specified somewhat more frequently than a single arbitrator. Approximately 80 percent of the arbitration boards consist of three members, 15 percent five members, and the remainder of seven or more members.

The various steps through which a grievance or complaint is successively passed before being submitted to arbitration follows no set pattern, either in form or in number. The steps vary in accordance with the exigencies of the particular industry and labor organization, as can be seen by the attached samples taken from trade agreements in the USA. As previously noted, the most common number of steps used varies between three and four prior to and excluding arbitration. The following diagram illustrates the three steps procedure leading to arbitration:



Again, the grievance procedure could consist of the following: (1) Shop steward and the foreman; (2) business agent and plant manager; (3) grievance committee of the union and the company's industrial relations man; (4) representative of the national or international union and top management official; (5) arbitration before an ad hoc board, or before an impartial umpire or board previously agree upon by both parties.

Processing Grievances

In the matter of processing a grievance or dispute, past experience indicates that many unions have found that it is better practice to require the aggrieved worker to note in writing, the nature of his complaint and the desired remedy. Many unions have set forms or slips consisting of a sheet of paper on which the worker with a grievance puts down his name, the date, the

nature of his grievance, and what he wants done about it, and signs his name. This form could be signed by the shop steward, and if, after taking the matter up with the foreman, the grievance is settled, this fact could be noted on it. If, however, no settlement is reached, the steward in turn notes the foreman's reason for not settling the grievance and refers it to the next higher authority. A grievance form could be filled out at each step of the grievance procedure in the same manner. By requiring the aggrieved worker to commit to writing the problem or matter of which he is aggrieved, the worker will feel more responsibility for the truth of his or her complaint or grievance, and will be less likely to change his or her story. In addition to this, a lot of future confusion may be avoided by the fact that the grievance form will provide a basis for discussion by union and management at the later steps of grievance procedure.

The following diagram illustrates a simple form of the initial grievance slip used in the first step of the grievance procedure by some trade unions in other countries.

775

OK3

STATEMENT OF GRIEVANCE

Name: _____ Date: _____

Specific charge or complaint: _____

Brief statement of facts: _____

Remedy desired: _____

Signature of
 aggrieved employee: _____

Experience in trade unions has demonstrated that it is also good practice for both parties to the trade agreement to establish time limits for each step in the grievance procedure. Setting forth time limits will save both parties much strained feelings and will assure, as nearly as possible, a readiness and expedition in dispatching grievances and disputes as they arise. Thus, it will be agreed by both parties that whenever a dispute or grievance arises, the worker or the duly elected union representative has a given number of days in which to register the complaint with management. Management in turn will have a definite number of days in which to answer the complaint. In the same manner, time limits will be established for each successive step in the grievance procedure, including the time the aggrieved party has to

submit the matter to arbitration. There are also time limits within which an award must be made after the grievance has been presented to arbitration.

Grievance Machinery as a Safety Valve

At the outset, it may be said that grievance machinery provides an emotional outlet, that is to say, it is tantamount to an emotional safety valve especially required in modern industry. Grievance procedures have proved to be very salutary devices for detecting symptoms of trouble and reaching down to their true cause or origin. It is well known that when the mariner observes an iceberg at sea, he is actually seeing but one-eighth of that iceberg, the remaining seven-eighths being hidden below the surface of the water. The same situation may exist when a worker registers a complaint or when he has acted strangely within the working community. Within the working community, the specific complaint of the aggrieved worker may not strike at the core of the trouble at all. The core of the trouble may very well be within the working community, but it may have little or no connection to the specific matter of the registered complaint. Thus, the voiced complaint or excuse given may not be the core of the trouble at all. The real reasons may be deeply hidden within the worker. In medical science, it is well known that in a great people seeking medical attention, nothing pathologically wrong can be discovered. It is the same in industry, for there are a certain number of workers who are always complaining, though they have nothing about which to complain. Through grievance procedures, these people may be properly identified and suitable remedies and precautions taken. Thus a good labor relations man may discover that an aggrieved worker may actually be having difficulties outside of his working community, such as domestic difficulties or misunderstandings. The

worker may have experienced some matters or conditions unrelated to the work and which may have an emotional effect on the worker's technical competency. Solutions to problems of this nature are to be found in the field of psychiatry, and, in the more advanced industries, much progress has been made in this direction. Studies have been made on matters of this nature by large corporations in other countries. These studies have cost millions of dollars, but they have been a tremendously good investment. For a happy and satisfied worker is worth vastly more than a disgruntled and dissatisfied worker.

Basic Principles of Good Grievance Procedures

There are a few other thoughts to bear in mind as to grievance procedures. Trade agreement provisions in themselves will never make for harmonious labor relations, if both parties fail to maintain a proper attitude, i.e., a willingness to listen to the other party's point of view. In short, an informal approach is the keynote for settling grievances. Other basic principles of good grievance procedures may briefly be enumerated as follows:

- (1) Grievances should be settled on the merit basis. This is pivotal to good plant relations. Workers should feel confident that they can rely on the grievance procedures for a fair hearing and sympathetic understanding of their problems.

- (2) Most grievances are and should be settled at the point of origin. When parties are unable to agree at the point of origin, then there is naturally a resort to appeals procedures, which, in many instances, may cause strained feelings. Then too, another element may enter into consideration. Namely, that of saving face. Both parties may fear loss of prestige and hence there is apt to develop a tendency to overlook the fact that the grievance should be considered on the basis of merit.

(3) Both management and labor should strive to apply themselves diligently as each step of the grievance procedure and to act as quickly as circumstances will permit. It is very discouraging and disheartening to have unnecessary delays where promptness of action may be realized if so desired.

(4) Authority and responsibility should be clearly defined in each successive step of the grievance procedure. Where the authority of the representatives of either management or union is not clearly defined or where there has been an insufficient delegation of authority, the grievance machinery will have little effectiveness. Under such circumstances, there will be a tendency on the part of those who normally would be, and should be, in the position of making an effective settlement, to avoid such a responsibility and pass it on to the next higher level of supervision. This in effect is known as buckpassing. There is the further danger that the representatives of management and labor will ignore or by-pass their counterparts when a grievance is being processed. Experience indicates that buckpassing and by-passing are very apt to result in having top level management officials bogged down with inconsequential and petty matters on the one hand, and in having the union failing to develop a proper sense of organization and a healthy sense of responsibility, on the other hand.

In this respect, top management has come to realize its inability to attend to all administration and supervision on its own. It has come to realize that proper delegation of authority is indispensable to efficient business operations. If it finds that the lower echelon supervisory employees are unworthy of such delegation of authority, it should replace them with those who are worthy. Delegation of authority requires top management to have confidence and trust in its employees at the lower levels of super-

vision. If top management is unwilling to take this chance, it will be unable to operate its business with any degree of efficiency. Studies in administrative management reveal the fact that delegation of authority is an unavoidable risk that top management must take, if it is to function effectively and efficiently.

(5) Management and union have the responsibility of training their foremen and shop stewards respectively so as to create an attitude of mutual respect and confidence between both parties, and in such a way that they will come to regard grievances as problems to be solved, and not as arguments to be won.

(6) The specific reason or reasons impelling the company's action should be made clear, regardless of whether such action is in accord with or opposed to the union's request. For by so doing, any appearance of arbitrary action can be avoided, confidence instilled, and a respect for management's judgment developed.

(7) Written records should be kept of all grievances as they may arise. 1/

Conclusion

Although this pamphlet does not exhaust the problem of grievance procedures and its related branches, it should, however, serve as a guide to the establishment of proper grievance machinery in trade agreements concluded between Japanese unions and companies, and hence, to the development of sound labor-management relations.

The attached three sample clauses taken from trade agreements actually concluded between management and the union in the United States should serve as guides in preparing grievance and arbitration clauses in

775

OK3

Japanese trade agreements.

Footnote 1/. An excellent treatise on these basic principles is found in the August 1946 issue of the Labor Review under the title of "Grievance Procedure Under Collective Bargaining".



團體協約書

株式會社 伊勢丹

第一章	總則
第二章	組合專從者
第三章	苦情處理
第四章	勞使協議會
第五章	団体交渉
第六章	平和條項
第七章	爭議行為
第八章	服務規律
第九章	勤務
第十章	人革
第十一章	給與
第十二章	賞與
第十三章	退職慰勞金
第十四章	教育
第十五章	安全衛生及び火害補償
第十六章	福利厚生
第十七章	効力
第十八章	

目次

附
則

序
文

株式会社伊勢丹（以下会社と言う）と伊勢丹従業員組合（以下組合と言う）は経営秩序の確立と労働条件の維持改善を計り、企業能率の向上と産業平和維持に相協力して社会公共の福祉に寄与する為、双方の権利を尊重の上、左の協約を結ぶ誠意を以て守る事を確約する。

第一章 總 則

第一條 (組合の承認)

会社は組合が会社の従業員により組織される唯一の労働組合であることを認める。

第二條 (経営権 人事権及び労働権)

組合は会社の経営権と人事権とを尊重し之を侵害しないと共に会社は組合の正当なる労働権を尊重する。

又本協約に言う経営権とは事業の計画 経理の運営 組織の制定改廃及び營業に関する事項を決定 運用する一切の権能を言い 人事権とは従業員の採用異動休退職登用任免考課賞罰解雇に関する 権限及び従業員の指揮統制服務規律等人事管理に関する一切の権限を言う。

第三條 (協約事項)

組合員の労働条件に関する基本的な事項はすべて此の協約に於て定められる。此の協約に定めら れてゐる事項の細目及び此の協約に定められてゐない事項は会社が就業規則の中に定めることか ら出来る。

又協約の解釈及適用に疑義を生じ、又当初と異つた解釈をとる必要が生じた場合は労働協議会に附 議する。

第二章 組 合

第四條 (組合員の範囲)

組合員は会社の従業員でなければならぬ。左の各号の一に該当する者を除き全従業員は組合に加入するものとする。

一 部長、部次長及び之と同待遇の者

二 課長、課次長及び之と同待遇の者

三 イ、秘書、人事、庶務、経理、各課の経営及び労務関係に就ての計画と方針に関する秘密の事項に接し監督的地位に在る者及び之を保護する係員、
ロ、試験期間中の者

ハ、嘱託及び準嘱託

ニ、守衛係、保安係、自動車運転手、タイピスト及び電話交換手

ホ、水職者

フ、組合から除名され又は脱退し若くは加入を拒否された者
ト、会社と組合が協議の上組合員であることを不適当と認められた者

第五條 (差別待遇の禁止)
会社及び組合は従業員が組合員であることを又は非組合員であることを理由として差別待遇をしない

第六條 (組合活動)
組合は本協約に違反しない限り自由に組合活動を行うことか出来る。

第七條 (組合活動の時間)
組合の組合活動は就業時間外に行うものとする。但し左の各号の一に該当する場合は此の限りで

はない。

- 一 此の協約に定められた各種委員会に出席する時。
 - 二 正規の手続を経て行なわれる苦情処理
 - 三 正規の手続を経て行なわれる団体交渉
 - 四 会社組合間の緊急問題討議の為に会社が認めて行なわれる組合委員会
- 之前項一号乃至四号の場合には会社はその時同の賃金を支拂う。但し時向外賃金は支拂われない。右の場合に於ても出来うる限り業務に支障を来さない振努めなければならぬ。

第八條 (離席手続)

組合員が組合活動を行う為に職場から離れる時は、予め所屬長を経て会社に届出る。

第九條 (出張外出)

組合員が組合活動の為に出張外出する場合には兼ねの文書を以て会社に届出るものとする。この場合には其の間の賃金及旅費は支給しない。

第十條 (外部団体への加入脱退)

組合が外部団体に加入若しくは提携し、又は組合員が組合員の資格に於て外部団体の後職員となる場合は兼ねの会社に通知する。脱退又は退任した時も同じである。

第十一條 (変更通知)

組合は規約規程の変更及び役員の変更があつた場合、文書を以て会社に通知する。

第十二條 (施設の利用)

組合は会社より貸與された組合事務所の外、必要ある場合は使用の都度会社の承認を得て、その

施設を利用出来る。

第十三條 (掲示板)

会社は一定の場所に掲示板を備え、組合に使用せしめる。

第十四條 (政治活動)

組合員は会社構内に於て一切の政治活動をしない。

第十五條 (組合員の統制)

組合は此の協約の精神に則り組合員を規律統制する責に任ずる。

第三章 組合専従者

第十六條 (専従者)

本協約に云う専従者とは会社従業員である組合員中より選ばれて組合業務に専従する役員及書記を言う。

第十七條 (専従者の選定)

会社は組合が専従役員二名以内、専従書記若干名を置くことを認める。組合は専従者を選定又は交替させた時は会社に届出るものとする。

第十八條 (専従期間の取扱)

会社は組合専従者の在任期間は無給の特別休暇とすると共に専従者は就任時の所屬部付とする。

第十九條 (専従期間の計算)

会社は専従者の専従期間は勤続年数に直算し退職慰労金計算に於ける勤続年数の計算は此の期間

を減じない。

第二十條 (福利厚生慶弔の取扱)

会社は専従者の福利厚生慶弔等は一般従業員と同等の取扱をする。

第二十一條 (健康保険厚生年金等の取扱)

専従者の健康保険、厚生年金、失業保険の保険料及び源泉課税の税金は任意包括としてその事務は会社が行い組合は会社に納入する。

第二十二條 (専従者の復職)

会社は専従者がその任務を解かれた時は専従者に就任当時の同等者の最高に復職させる。

又同等者とは能力身分職制勤務年数等を対象として会社が組合と協議の上決定した者を言う。

第二十三條 (就業規則適用の範囲)

専従者が組合の業務に従事することによつて適用しえない部分を除き就業規則を適用する。

第二十四條 (専従者の組合活動)

会社は専従者の会社内に於ける組合活動の自由を認め、組合は専従役員及び専従書記の行為に対しては責任を負う。

第二十五條 (無差別待遇)

会社は従業員が組合の専従役員及び専従書記を為したる故を以て他の従業員と差別待遇をしない。

第四章 苦情處理

第二十六條 目的

此の章に定める苦情処理手続は一般勤務の能率を妨げることなく組合員の苦情を迅速公正に審議
処理して労働関係の安定を計ることを目的とする。

第二十七條 (範 囲)

此の章に定める苦情処理とは組合員がこの協約及び会社の諸規則の適用解釈に因する事項其の他
日々の勤務に附随して起る不可解な点のある時之を解決する為設けられた手続である。

第二十八條 (構 成)

苦情処理機関の構成は左の通りである。

職場苦情委員 中央苦情委員及び中央苦情委員会 各課長 各部長及び苦情処理委員会

第二十九條 (職場苦情委員)

組合は組合の各区毎に一名の職場苦情委員を選出する。

第三十條 (中央苦情委員及中央苦情委員会)

職場苦情委員の互送を以て各都に一名の中央苦情委員を選出する。

又中央苦情委員は、従業員組合の委員長を加えて五名とし中央苦情委員会を構成する。

第三十一條 (苦情処理委員会)

会社は五名の苦情処理委員を任命し、委員の互送により議長を選出する。

第三十二條 (委員の任期)

本章に定める委員の任期は本協約締結の日より一ヶ年とし再選を妨げない。

第三十三條 (委員の交替)

会社の委員に於て任期終了前に止むを得ない事由により委員であることが不適当となつた者、及

び組合の委員に於て任期終了前に当該職場組合員又は全組合員の大多数が不適当と認める者又は止むを得ない事情ある者は交替させることか出来る。

又本條により補欠送任された者の任期は前任者の残余期間とし交替の旨直ちに相手方に通告する。

第三十四條 (苦情の提起)

苦情を有する組合員は文書を以て自己の属する職場苦情委員に申出る苦情を提起された委員は左の様式を備えた文書を以て所属課長に提出する。

一、日 附 通 番

二、苦情申立人の職場 氏名 捺印

三、苦情の要旨

四、職場苦情委員の氏名捺印

第三十五條 (課長の裁決)

前條の申立を受けた課長は、之を三日以内に裁決しななければならない。但し止むを得ない事情のある場合に限りその旨を申立人及び職場苦情委員に通告し更に二日を限り期間を延長することか出来る。

第三十六條 (部長への上申)

申立人が課長の裁決に不服があるか又は課長の裁決がないときは職場苦情委員は自己の属する部の中央苦情委員に回附する。

又中央苦情委員が苦情を理由ありと認めたる時は之を所属部長に提出する。

この場合は第三十四條所定の要式に前回裁決者氏名捺印ある文書を以てせねばならない。

第三十七條 (部長の裁決)

部長は前條の申立に対し之を五日以内に裁決しなければならぬ。但し止むを得ない事情のある場合に限り第三十五條但書に準じ期間を延長することが出来る。

第三十八條 (再上申)

申立人が部長の採決に不服があるか、又は部長の裁決のない時は当該中央苦情委員会は之を中央苦情委員会に提出する。

又中央苦情委員会の議決で苦情に理由ありと認められた時は第三十六條第二項後段の要式により会社の苦情処理委員会に提出する。

第三十九條 (苦情処理の最終手続)

会社の苦情処理委員会は前條の届出に対し速に結論を定め之を組合の中央苦情委員会と協議決定する。

本條の決定は苦情の届出より七日以内になされなければならない。

但し止むを得ない事情のある時に限り更に七日の延長をすることが出来る。苦情処理の最終段階は本條によるものとする。

第四十條

前條の解決が所定期間中に行ない時はいつでも一方より労使協議会に附議する。

第四十一條 (裁決の順位)

一裁決の期間内に二個以上の苦情が提出された場合は後順位の苦情に対する第三十五條、第三十七條及第三十九條の規定は先順位の苦情が裁決されるまでその効力を停止する。

第四十二條 (記 録)

解決した苦情処理の記録は二通作成し裁決者及び交渉に当つた各委員の署名捺印の上会社組合に於て各一通を保管する。

第五章 労使協議会

第四十三條 (協議会の目的)

会社及組合はこの協約の目的に従つて労使協議会(以下協議会と云う)を設け労働条件の維持改善其の他について協議し会社組合の関係を円滑ならしめる。

第四十四條 (協議事項)

協議会に附議する事項は左の通りである。

- 一 第三條によるこの協約の適用解釈に関する事項
 - 二 第四十條による苦情処理に関する事項
 - 三 第五十二條による団体交渉に関する事項
 - 四 第一六八條及び第一六九條によるこの協約の改廃に関する事項
 - 五 能率増進及び勤労意欲昂揚に関する事項
 - 六 保健 衛生 文化 福利 厚生に関する事項
 - 七 其の他に右に準じ会社組合双方が必要と認めたる事項
- 第四十五條 (協議会の構成)
- 労使協議会は会社及組合各三名の委員を以て構成し議長は会社側より選出する。又会社組合双方の委員中より夫々一名の運営委員を送出し運営の円滑を計る。

3 委員の任期は一年とする。

4 本会付双方より夫々一名の書記を置く。

第四十六條 (開催及議決)

協議会は会社組合の一方又は双方が開催の必要を認められた時運営委員を通じ議長が召集する。

2 議事は開催前日迄に大書を以て全委員に通知する。

3 議事は三分の二以上の出席を得て全員一致により決定する。

4 議長が必要と認められた時は関係者を出席させ報告又は事情を聴く事かできる。

第四十七條 (議決)

協議会に於て決定した事項は会社組合協力して誠実に実施する。

第四十八條 (専門委員会)

協議会は必要に応じ専門委員会を設け特定事項に就て調査及審議立案を行わせることが出来る。

2 専門委員会の構成及権限については其の都度協議の上定める。

第四十九條 (議事録の作成)

議事の経過及結果については議事録に記載し出席委員は署名捺印する。

第五十條 (秘密保持の義務)

協議会に於ける秘密を要する事項については之を漏洩しない。

第六章 団体交渉

第五十一條 (本章の目的)

此の章に定める団体交渉手続は本協約の適用解釈改変又は本協約外の一般労働条件に關して生じた意見の不一致を円滑に解決する爲に設けられたものである。

第五十二條 (協議会への先議)

交渉事項は先づ労使協議会に提議されなければならない。

第五十三條 (団体交渉の手続)

労使協議会に於て協議交渉するも解決出来ない事項については、会社及組合は夫々同数の代表者を送出して解決を計る。

又交渉に當つて予め議題日時場所及交渉委員の數其の他の必要事項を申合せる。

3 交渉は会社組合双方共第三者に委任しない。

第五十四條 (交渉時間)

団体交渉は原則として午前九時半より午前十二時、午後一時より午後五時半迄の同行の双方共、夫以外の時間には相手方を強制しえない。

第五十五條 (交渉態度)

交渉は双方紳士的に且誠意を以て行なわれなければならない。

左の場合には一方は交渉を拒み又は打切ることが出来る。

- 一、此の章に定める手続其の他の協約の規定に違反するとき。
- 二、相手方の代表者が申合せを無視して不当に多数であるとき。
- 三、交渉が著しく喧騒であり連続して長時間に亘り業務を阻害する虞あるとき。
- 四、暴行脅迫を敢てし其の他心身に圧迫を加へる言動、又は個人の名譽を毀損する様な言動ある

とき

五、提案に対し相手方が敢なく議事の進行を妨げるとき

六、前各号に掲げる場合の他相手方が著しく誠意を缺くとき

七、其の他交渉を拒み又は打切ることが止むを得ないと認められる正当な理由のあるとき

第五十六條 (傍聴)

団体交渉に於ける傍聴人の数は第五十三條二項の申合せの際協議決定する
る傍聴人が静粛を缺き又は発言する時は会社又は組合は退場させることが出来る

第七章 平和條項

第五十七條 (斡旋)

団体交渉に於て双方の意見が一致しない時は、会社組合双方の承認する第三者に斡旋を依頼する
ことが出来る。

之前項の第三者は左の中より選ぶ

一、労働関係調整法に定める斡旋候補者

二、労働問題に精通してある学識経験者にして一党一派に偏しない者

第五十八條 (調停)

会社組合の双方又は一方が前條による斡旋に不服ある場合又は当初より斡旋を依頼しなかつた場
合に於て結局団体交渉が解決しえない時は双方の同意又は就れか一方の申立により労働委員会に
調停を依頼することが出来る。

2. 調停のあつた時は双方共調停案を尊重して解決に努める。

第五十九條 (爭議開始の時期及冷却期間)

会社又は組合は第五十七條に定める手続による労働委員会の調停案に不服の場合、その旨を調停者及相手方に通知し、其の後五日を経て重ねて交渉を試みてからなれば一切の爭議行為を行はない。

第八章 爭議行為

第六十條 (爭議開始の通告)

会社又は組合は爭議行為を行う時は開始の日時を決定し、その五日前に文書を以て相手方に通告しなければならない。

第六十一條 (爭議不参加者)

爭議行為中と雖も左の組合員は参加せず平常通り就業するものとする。

- 一、 爭議解決に因する会社の事務遂行に必要な人員として庶務係男子全員
- 二、 機械設備の安全保件整備に必要な人員として電気係機械係工レベーター係、電話係の全員
- 三、 会社構内の安全衛生に必要な人員として医務係の全員

第六十二條 (爭議行為中の遵守事項)

会社及組合は爭議行為中左の事項を遵守する。

- 一、 組合員は会社の意思に反して会社の所有又は管理するものを占有してはならない。
- 二、 組合員は会社の機械施設其の他の所有物を損壊しない。

三 不法行為又は不当な手段を以て相手方の権利を侵害し又は正当な行為を妨害し若しくは脅迫し
其の他により心身の自由を束縛する様な言動をしない。

第六十三條 (爭議中の非常対策)
爭議行為中と雖も非常災害の発生又は発生虞あるときは組合員は全社の指揮命令に従つて之が
防止に努むなければならない。

第六十四條 (爭議中の賃金其の他)
会社は爭議行為中の賃金及び爭議に関する費用は支払はない。
但し第六十條及前條により就業した者は此の限りでない。

又、爭議行為中は休暇の実施は停止する。

第九章 服・務 規 律

第六十五條 (諸規則遵守)
組合員はこの協約及会社の定めた就業規則を守り、秩序を保ち、誠実に職務を遂行し、能率の向
上、安全衛生の保持増進に努めなければならない。

第六十六條 (誓約履行)
組合員は誓約書の條項を守り之に違反してはならない。

第六十七條 (誠実義務)
組合員は所属長の指示命令に従い誠実に職務を遂行しなければならない。

又、組合員は左に掲げる行為をしてはならない。但し第二号及第三号の場合に於て会社の許可又は命

令があつた時はこの限りではない

一、会社の信用名譽を毀損し業務上知り得た会社又は個人の秘密を漏洩し其の他会社の不利益を計ること

二、会社に在籍のまま、他の会社又は事業場その他の外部に勤務すること

三、職務に關して会社外より報酬をうけ又は要求し若くは約束すること

四、前各号の外誠實義務に違反すること

第六十八條 (秩序維持の爲の禁止事項)

組合員は社内の秩序を維持する爲左の行爲をしてはならない。

一、勤務時間中遊りに私用外出、私用面会等の爲職場を放棄し或は正当な理由なく無断缺勤遅刻早退すること

二、勤務時間中酒気や帯び或は火器、凶器、毒物等の危険物を所持すること

三、他人に暴行脅迫を加へること

四、会社の施設内で会社又は組合の許可なく掲示、印刷物の配布貼布をなし又は会合を開き若くは政治活動を行うこと

五、会社の金銀、物品を竊かに持出し又は私事に消費すること

六、社内の風紀を紊すこと

七、其の他社内秩序の維持に支障を来す様な言動をとること

第六十九條 (出入)

組合員の出入は所定の出入口より行う

会社は組合員の出入に際し守衛係又は保安係をして所存品を検査せしめる 組合員は之を拒まない
いことは勿論進んで協力しなければならぬ

第七十條 (職務審問)

会社は組合員に対し保安係員をして職務審問を行はせることがある この場合組合員は正当なる理由なく回答を拒否することは出来ない

第七十一條 (損害賠償)

組合員は故意又は過失により会社に損害をかけた場合は損害賠償の責に任ずる
但し情状によりその額を軽減又は免除することがある

第十章 勤務

第一節 就業時間及び休憩

第七十二條 (営業時間)

営業時間は左の通りとする

自三月一日 至九月三十日

開店午前九時三十分

閉店午後五時三十分

自十月一日 至二月末日

開店午前九時三十分

閉店午後五時

但し左の定期的繁忙期に於ては次の通りとする。

自七月一日 至七月十五日

開店午後六時

自十二月一日 至十二月三十一日

開店午後五時三十分とし十五日以降の土曜日曜日は更に三十分延長

之、其の他季節的繁忙期に際しては組合の同意を得て実働八時間の範囲で営業時間を延長することがある。

第七十三條 (勤務時間)

出勤時間は開店二十分前、退社時間は閉店十分後とする。

第七十四條 (休憩時間)

休憩時間は食事時間三十分、午前午後各十五分を原則とする。各職場の特殊性に応じ業務の繁忙を見計ひ一日合計一時間の範囲内で交互に休憩する。

第七十五條 (特殊勤務)

労働基準法第四十一條該当者として守衛係は一般就業時間と異なる勤務とする。この勤務については就業規則で別に定める。

第七節 時間外勤務、休日勤務及当宿直

第七十六條 (時間外及休日勤務協定)

会社と組合と協定の上業務の必要により従業員に時間外及休日勤務を命ずることが出来る。但し実働八時間の範囲に於ては協定を要しない。又前項の協定は三ヶ月毎に之を為すものとする。

第七十七條 (手続)

時間外勤務及休日勤務は所属長が命じ且つ人事課の承認を得るものとする。

第七十八條 (女子)

女子は第七十六條の協定により実効八時間の範囲を超えて一日二時間一週六時間一年百五十時間まで時間外勤務を命ずることが出来る。

又女子は休日出勤はさせない。但し休日その他の日と振替へた場合は此の限りではない。

第七十九條 (年少者)

十八才未満の者は一日実効八時間又は就業時間を超えて時間外勤務を命ずることは出来ないが、それを超えて第七十六條の協定を適用することはない。但し一週間の労働時間四十八時間の範囲内に於て一週間の内一日の労働時間を四時間に短縮することにより他の日の労働時間を十時間に延長することが出来る。

第八十條 (慰勞休日及代りの休日)

時間外勤務にして閉店後より翌朝午前二時以後に及んだ時は慰勞の休日を与える。又休日勤務で実効四時間以上勤務した時は四週間内に代りの休日を与える。

第八十一條 (就業時間延長の特例)

災害其他眞に止むを得ない事由のある時は監督官庁の許可を得て就業時間を延長することが出来る。

第八十二條 (当宿直)

男子は原則として交替に当宿直勤務に服するものとする。但し課長以上嘱託及準嘱託、試験期間中の着及衛生管理者の指定した者を除く。

又当宿直は当宿直規定に従って行う。

3. 当直勤務を行った時及当宿直勤務に於て夜間特別の作業に就き午前二時に及んだ時は慰勞の休日

日を与える

- 4. 一般の者は宿直勤務の翌日は正午迄勤務する
- 5. 電気係、機関係、電話係は当宿直の翌日は勤務させない 但し業務の都合上止むを得ない時は閉店時間迄勤務させることがある。
- 6. 当宿直勤務を無断で怠った時は事故缺勤一日とする

第三節 遅刻、早退及外出

第八十三條 (遅刻、早退、外出)

遅刻、早退、外出に際しては夫々就業規則に定められた手続をとらねばならない。
 又給与計算期間中遅刻、早退、私用外出による不就業時間が合計七時間半に達する時は之を事故缺勤一日とする。

第八十四條 (準公用の遅刻、缺勤、外出)

左の各号の一により遅刻、早退、外出及缺勤の場合に所定の手続をとり、会社に於て認められた場合は公用に準じて取扱う

- 一、送挙権其の他公民としての権利を行使するとき
- 二、證人、鑑定人、参考人又は陪審人として裁判所に出席するとき 但し私事に因する場合を除く
- 三、衛生管理者より要監察者として指定され会社より所定時間の遅刻又は早退を認められたとき 及伝染病予防の為就業を禁止されたとき

第四節 休日 休暇及缺勤

第八十五條 (休日)

休日は左の通りとする

一、月曜日

三、一月一日より一月三日迄

但し業務の都合上必要あるときは他の日と休日を振替えることがある

又前項の休日の振替は四週間に四日の休日を与える様に其の都度計画的に実施する

第八十六條 (年次有給休暇)

会社は三月三十一日現在に於て原則として一年以上継続勤務し、全労働日の八割以上出勤した組

合員に対し勤続年数に応じて一休職年度(四月一日より三月三十一日迄)に左の年次有給休暇を与

える

一、勤続五年未満の者 十二日

二、十年 十六日

三、十年以上の者は勤続一年に付一日を加算 但し最高二十日

又全労働日の五割以上八割以下出勤した者に対しては前項の半数の休暇を与える五割以下は与えない

三、休職年度の途中に於て入社した者は勤続一年迄は入社の日より前二ヶ月に付一日、病一年

後の日よりその年度の末迄は前二ヶ月に付一日の休暇を与える 但し前二ヶ月又は前月の出勤日

が労働日の八割に達しない者には当該月分の休暇は与えない

又、残存休暇日数は翌年度に繰越すことが出来る 繰越のある場合は先づ繰越分より与える

第八十七條 (休暇使用期の請求)

組合員は休暇年度の末に於て翌休暇年度の休暇を請求すべき時期を会社に申出ると前項の時期に休暇を与えることが業務の都合上支障ある場合には会社はその時期を変更させることがある

第八十八條 (休暇使用の届出)

組合員が休暇を実施するときは予め所属上長に申出なければならぬ又無断欠勤した場合には之を休暇と認めない

但し止むを得ない事情で申出る暇のなかつた時は爾後速かに届出た場合に限り之を認める

第八十九條 (業務上の疾病)

業務上の傷病によつて療養の爲労働することが出来な日数は休暇とする

第九十條 (慶弔の際の休暇)

慶弔の祭には就業規則中の慶弔内規に定める休暇を與える

又天災地変其の他による災害の際は、其の都度其の情状により会社が認定して必要と認められた日数の休暇を与える

第九十一條 (生理休暇)

女子組合員で生理日の就業が著るしく困難な者に対しては其の請求により衛生管理者の認定に従い生理休暇を与える

第九十二條 (産前産後休暇)

女子組合員の出産に対しては産前六週間産後六週間の休暇を与える

第九十三條 (事故缺勤の手続)

缺勤しようとする時は予定日数と理由とを所属上長を経て人事課迄届出ねばならない。止むを得ない急用の為予め申出る暇のなかつた時は爾後速かに届出なければならぬ

第九十四條 (病欠缺勤の手続)

病欠缺勤の場合には速に当社嘱託医師又は他の医師の診断書を所属上長を経て人事課に提出せねばならぬ

又他の医師の診断書は衛生管理者の認定を受けなければならぬ

第十一章 人事

第九十五條 (採用)

従業員の採用は会社之を行ふ

第九十六條 (試傭期間及見習期間)

新に採用した従業員には二ヶ月の試傭期間及び六ヶ月の見習期間を置く。但し勤番の成績により見習期間を短縮又は延長することがある

又試傭期間中の者は勤番の成績により採用を取消すことが出来る。但し十四日を超えた者は法令の定める所による

又試傭及び見習期間を終え登用されるに至つたときは試傭の当初から採用されたものとする

第九十七條 (登用)

従業員の身分は左の通りとし見習期間を終了した者を次の通り登用する

準社員 新制高校卒業者及それ以下の者

社員六級 準社員五年以上の者又は新制高校卒業者にして準社員三年以上の者より詮衡

旧制専門学校 新制大学卒業者

社員五級 社員六級二年以上の者より詮衡

新制大学卒業者にして社員六級一年以上の者より詮衡

旧制大学 新制大学院卒業者

社員四級 社員五級三年以上の者より詮衡

社員三級 社員四級三年以上の者より詮衡

社員二級 社員三級三年以上の者より詮衡

社員一級 社員二級四年以上の者より詮衡

主事補 社員一級五年以上の者の内特に成績優秀なるものより詮衡

主事 主事補中特に成績優秀なる者より詮衡

2 前項各号の標準期間は勤務成績により短縮又は延長することがある

3 知識経験のある者はその程度に応じて編入する

第九十八條 (異動)

会社は事業の必要に及び組合員の職務異動を行う

この場合組合員は正当の理由がなければこれを拒むことは出来ない 正当の理由ある時は苦情処

理機関を通じて申出る

第九十九條 (嘱託の採用)

会社は業務上の必要により嘱託 及準嘱託を採用することがある。

第二節 休退職及び解雇

第一百條 (休職)

組合員が左の各号の一に該当する時は会社は期間を定めて休職を命ずる

一 業務外の傷病によつて出勤引続き三ヶ月以上に及んだ時

二 傷病以外の理由で出勤三十日以上に及んだ時

三 会社の都合で会社外の職務に従事する時

又休職期間は其の事情により期間を延長又は短縮出来る

3. 休職事由が消滅した時は直に復職を命ずるか休職期間が満了しても休職事由が消滅しない時は解雇する

第一百一條 (停年)

退職停年は男子五十五才女子五十才とする

但し主事にして業務上必要ある時は一年毎の更新期間を以て最高三年迄延長する事が出来る。又業務上必要ある時は一年毎の産前産後を以て停年を過ぎたる者を嘱託として採用する事が出来る

第一百二條 (退職願)

組合員が自己の都合により退職する時は退職願を予定日より十四日前に提出し許を得て退職すること出来る

第一百三條 (解雇)

会社は組合員が左の各号の一に該当する時は解雇することか出来る

- 一、 事故缺勤三十日以上に及んだ時
- 二、 業務外の傷病によつて缺勤した日数が健康保険の傷病手当給付期間を超えた時
- 三、 精神身体に故障があるか又は虚弱老衰疾病の爲業務に耐えられないと認められた時
- 四、 労働能率の著るしく低劣な者又は主人の性行言動が著るしく他に悪影響を及ぼす者
- 五、 止むを得ない事由による事業の縮小又は合理化によつて冗員を生じた時
- 六、 第百十二條に該当する者

第百四條 (解雇の際の賃金)

前條一号乃至五号の事由によつて解雇する場合は退職慰勞金の外、一ヶ月前に予告するか又は平均賃金の一ヶ月分を支拂う
前項の規定は試用期間十四日未満の者、及第六号該当者には適用しない

第三節 賞 罰

第百五條 (目的)

会社の秩序を保ち能率の向上をはかる爲賞罰を行う、賞罰は賞罰委員会の議を経て会社が行う、

第百六條 (賞罰委員会)

賞罰委員会は委員長一名委員六名より成り会社を任命する
又賞罰委員会の開催は必要ある時議長を召集するものとする、議事は委員の三分の二以上の出席によつて成立し議決は出席委員の三分の二以上の同意による

3 委員の任期は一手とするも再任を妨げない

第百七條 (表彰)

左の各号の一に該当する者は表彰又は授賞する

- 一、品行方正、勤務成績特に良好であつて一般の模範たる者
- 二、營業上特に有益な考案又は進言をした者
- 三、重大な災害を未然に防ぎ又は速に防止した者
- 四、非常の際特に功勞のあつた者
- 五、其の他一般社会の良範たるべき篤行者

第百八條 (懲罰)

懲罰は左に掲げる六種とし始末書を取り其の一又は二以上を科する

- 一、 譴責 爾後を誡める
- 二、 考課減点 次期昇給又は賞与の際の考課点数を減する
- 三、 減給 一回の額を平均賃金一日分の半額以下、其の總額月收の十分の一以下の懲罰金を給料中より減する
- 四、 出勤停止 十五日以内出勤を停止する。この間の賃金は支拂はない
- 五、 役身分降下 役務を降へ又は身分を下げらる
- 六、 解雇 豫告期間を設けず即時解雇する

第百九條 (譴責)

左の各号の一に該当する者は譴責する