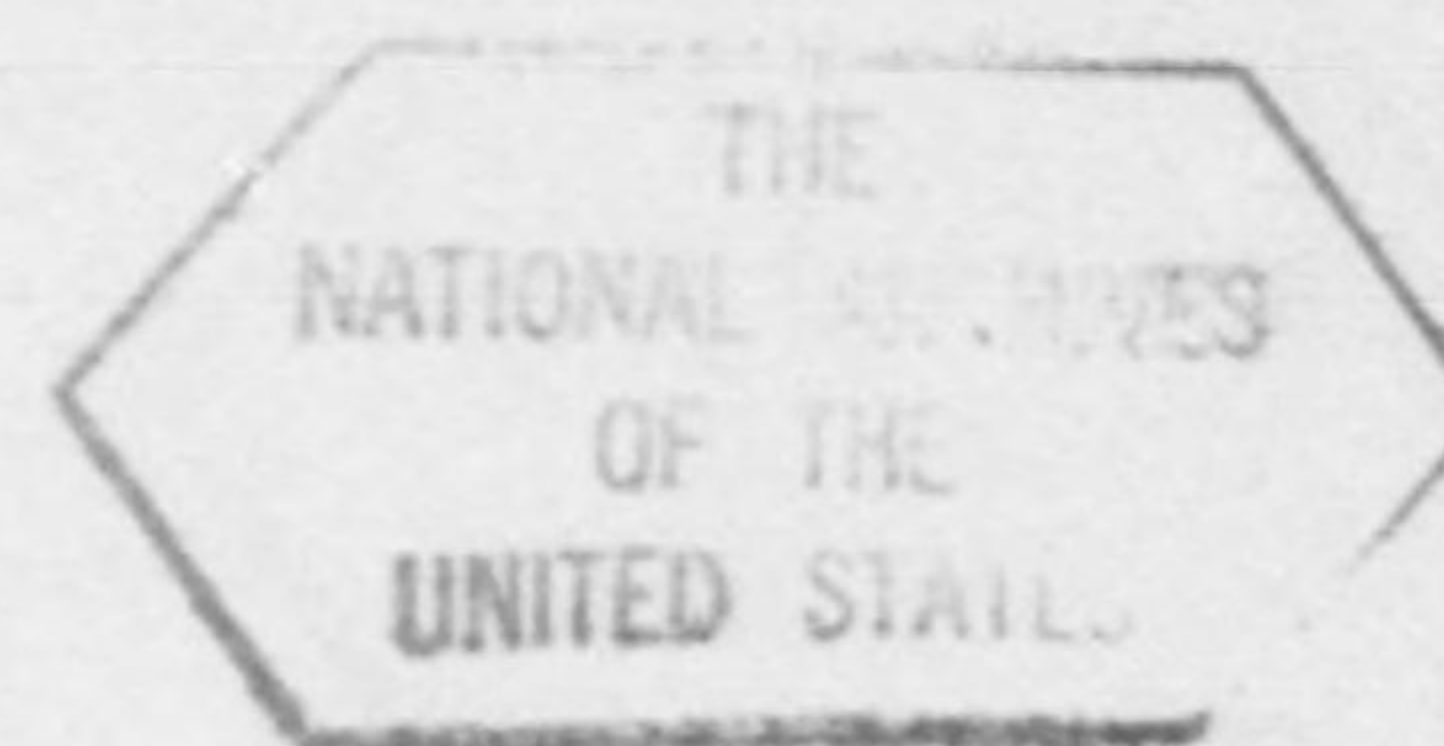


GHQ/SCAP Records(RG 331)  
Description of contents



- (1) Box no. 2772
- (2) Folder title/number: (14)  
Nagano Prefecture

(3) Date: Apri 1951

(4) Subject:

Classification	Type of record
9742	c

(5) Item description and comment:

- i) Nagano
- ii) "Gathering of Labor Information" Prepared by Labor Policy Section, Nagano Pref. Gov't

(6) Reproduction: \*  Yes  No

(7) Film no.

Sheet no.



*Nagano file*

NAGANO PREFECTURAL GOVERNMENT  
LABOR POLICY SECTION

File: NLS-1862

April 7, 1951

TO: Chief of Kanto Civil Affairs Region  
Attention: Chief of Labor Relations Division,  
Economic Section

THROUGH: Kanto Liaison & Coordination Office

SUBJECT: Gathering of Labor Information

Herewith I wish to submit the report instructed by  
your memorandum KELRO 91.4 dated March 6, 1951 as per  
attached.

For the Deputy Governor:

*S. Kurashina*  
S. KURASHINA  
Chief, Liaison  
Section.

AM/ST



## Question 1.

Union and management officials admit that constant, time-consuming negotiations over special demands (wages, allowances, etc.) have left no time for negotiation of a collective bargaining contract. Be prepared to cite out-standing example of this.

## Answer:

- a. Name of company: Osada Silk-Reeling Manufactory
- b. Name of union and membership: Osada Silk-Reeling Manufactory  
Membership: 217
- c. Address: 4,318, Ina-machi, Kamiina-gun, Nagano-ken
- d. Type of industry: Spinning and weaving industry
- e. Details:

This company is the 2nd large plant among the silk-reeling plants in Kamiina-gun, Next to the Ryusui-sha Company. The labor agreement was concluded on Nov.15, 1948, which was effective until Aug.1950 by the automatic postponement. The base wages were 2,800 yen at that time. A draft of the revised labor agreement was being mapped since the end of Aug., when the Prefectural Sericultural Labor Unions' Federation began negotiations for revising the wage scale in the last 10 days of September. So the drafting of the labor agreement was stopped for the time being and the union officials devoted themselves to the negotiations for hiking wage scale. In Dec. 1950, the wage scale, was hiked to 4800 yen. Since Jan. 1951 the union officials are earnestly planning the hike of wage scale, stimulated by the high price of raw-silk and base-hike of the national and public officials. So there is no negotiations for conclusion of the labor agreement, whose draft is half made up. By the way the officials' election of the union is scheduled in the beginning of April. Anything will not be done unless the election is over.

## Prefectural Officials' Opinion.

Despite the fact that the management had handed the union its draft of labor agreement which is different from the agreement concluded on Nov.15,1948, the union has been going its way to tally co-working with the Prefectural Sericultural Labor Unions' Federation, not studying the management's draft nor mapping its own draft. The present union leaders say "We forward the business of new labor agreement to the new union leaders". After the election the agreement will be concluded in the last days of April.



## Question 2.

Factories have been plagued with large numbers of capricious demands for special allowances, such as bon festival allowance, year-end allowance, tax-payment allowance, and the like. Be prepared to cite one example of a factory so plagued, including demands, amounts, and final outcome.

## Answer:

- a. Name of company: Hokushin Raw Silk Company
- b. Name of union and membership: Hokushin Raw Silk Company  
Membership: 197
- c. Address: Nakagosho, Nagano City, Nagano Pref.
- d. Type of industry: Weaving and spinning industry
- e. Details:
  - Feb. 9: The union demanded "extraordinary livelihood supplementary allowance" (a month's pay at least), seeing advanced price of raw-silk and account settlement term nearing.
  - Feb. 12: The management held officials' meeting but conclusion was not reached.
  - Feb. 26: After repeated negotiations initiated by the union, the management answered to give average 4,500 yen (average pay: 4,230 yen) as the bonus in memory of the 50th year since establishment of the company. Then the dispute was settled peacefully. The bonus will be given in the end of March or beginning of April owing to the circumstances on the part of banking agency.

## Opinion of Prefectural Officials.

About two and half years ago such cases were seen very numberously. But at present it is quite difficult to discover such a case owing to the quick decline of leftists, development of Democratization Leaguers and deepened understanding by the labor and management.

## Question 3.

Union membership frequently includes personnel who properly belong to management. Be prepared to cite an example to illustrate this, naming the job-classifications involved.

## Answer:

- a. Name of company: Fukyusha Industrial Co., Ltd.
- b. Name of union and membership: Fukyusha Industrial Co., Ltd.  
Membership: 168



- c. Address: Nakajo-machi, Matsumoto City, Nagano Pref.
- d. Type of industry: Spinning and weaving industry
- e. Details:

Since formation of this union on Sept. 30, 1946, the sectional chiefs and chief-officials of the following structure are all joining the union, who are obviously management-staff in view of their actual business handled.

President --- Standing --- Manager	(General Affairs Section Chief (Accounting Section Chief (Materials Section Chief (Engineering Chief---	(Storehouse Chief- ( official. (Boiler Chief- ( official. (Cocoon BOLLING Chief- ( official. (Re-reeling Chief ( official. (Silk-twisting Chief- ( official. (Cooking Chief-official.
------------------------------------	--	---

Opinion of Prefectural Officials.

The Prefectural Government has been making the local labor policy office concerned give labor education to the management and labor, urging exclusion of management from the trade union. It seems certain that a greater part of the membership are willing the exclusion of management from their union. The reason why it is not realized yet is that the management puts the laborer crying for the exclusion of the management in its black-list. It is estimated that a considerable number of the trade unions in Nagano Prefecture, a greeter part of which belong to the medium or small enterprises, fall under the same category as this union. The Prefectural Government has been teaching in labor education that a firm autonomy should be established within the union and that the management within the union should be ruled out by the will of the membership through the development of the sound trade union.

Question 4.

Management has shown opposition to the union shop clause. Be prepared to cite an example of this, and to explain the arguments advanced by management to support its position and also the final outcome.

Answer:

- a. Name of company: Toyo Clasp Co., Ltd. Hokushin Plant



- b. Name of union and membership: Toyo Clasp Co., Ltd.  
Hokushin Plant Labor Union  
Membership: 54
- c. Address: Hirano-mura, Shimotakai-gun
- d. Type of industry: Manufacturing of Japanese sock's Clasp
- e. Term: Beginning of Feb. 1951 -- March 5, 1951
- f. Details:

Since the end of Dec. 1950 the way was paved for the establishment of the trade union and the union was established in Jan. 1951, while the employer was indifferent with and ignorant of the labor movement. Negotiations were held from Feb. 1951 between the labor and management two hours after the working time every day for conclusion of labor agreement. The question left unsettled was the insertion of the provisions of union shop system, against which the employer stiffly opposed opining as follows: --

"The union shop system backed up by the trade union is too far going on the ground of the Chapter III of the New Constitution that secures the respect for fundamental human rights, liberty and individual life."

But after some dispute the management made concessions and the provisions of the union shop system were approved in the form of the unwritten law, which reads as follows:

"Anyone who is dismissed from the union shall not be any employee of the Company."

- g. Opinion of Prefectural Officials.

This union first appeared in the enterprize manufacturing clasp. But guidance hereafter is necessary as it is now a nominal union. The management in this prefecture generally don't like or oppose to the perfect enforcement of the union shop system, it seems.

Question 5.

Disputes have stemmed (at least in part) from the union complaint that supervisory personnel at the workshop level were not empowered with authority to make even simple decisions. Be prepared to cite an example of such dispute, giving supporting details.

Answer:

- a. Name of Company: Maeda Cord and Electric Wire Manufacturing Company (Limited Partnership) Hotaka Factory
- b. Name of union and membership: Maeda Cord and Electric Wire Hotaka Factory Workers Union  
Membership: 77



- c. Address: 5962, Hotaka-machi, Minamiazumi-gun, Nagano Pref.
- d. Type of industry: Metal industry
- e. Term: June. 26, 1950 -- Nov. 8, 1950
- f. Example:

Maeda Cord and Electric Wire Manufacturing Hotaka Factory Workers' Union demanded the establishment of regulations concerning the retirement allowance, having presented the draft prepared by the union. After holding much debate on the said draft, the draft prepared by the factory manager was shown to the union. Wishing for the early and amicable settlement of this matter, the union accepted the plan. After this, the representatives of management (factory manager and his assistant) asked the union to postpone the formal signing a few days stating that for handling the matter of this sort it was necessary for them to get the President's approval. At this, although the union wanted to finish this as promptly as possible, they consented to do so hoping for amicable settlement. The President, however, instead of approving the draft presented by the factory manager, indicated the union the draft drawn up by himself. The rate of retirement allowance provided in the newly draft was less than those prescribed in the present employment regulations, this fact being due to the financial difficulties of the Company according to the President.

The fact that the President, rejecting the plan prepared by the factory manager which the union accepted after a talk held on June 26, thrusting on the self-made plan indicated that the representatives of the Company were not empowered with authority to make even simple decisions. The complaint of the union against the attitude of the President created a new labor dispute.

g. Opinion of Prefectural Officials.

In this Prefecture there are many factories removed from major cities during the war and whose main offices are in cities, consequently a number of disputes of the same nature arose and every time it occurred, the representatives of labor and management had to go to the main office for settlement, which hindered the collective bargaining and others.

Question 6.

Some unions have brought themselves to the verge of downfall through their outright opposition to personnel retrenchment. Be prepared to cite an example of this, giving details.

Answer:

- a. Name of Company: Hosokawa Works



- b. Name of union and membership: Hosokawa Works Labor Union  
Membership: 54
- c. Address: Toyoshina-machi, Minamiazumi-gun, Nagano Pref.
- d. Type of industry: Machinery and tool manufacturing  
industry
- e. Term: June 20, 1950
- f. Example: Hosokawa Works discharged 30 employees (Total workers: 56) on the ground that the Company went into business depression, so the labor union held the collective bargaining with management getting the support of Prefectural Federation of Labor Unions and as the result the agreement reached to the effect that the Company, cancelling the discharge order formerly given, dismissed only those who wanted to retire. Though the trouble was settled in this way for the time being, the employers adopted policies implicitly and explicitly so as to make the union staff-members hard to stay in the Company and when the union major members retired, the re-election was not held nor the membership dues paid. The union activities was depressed to that extent that when asked whether there was a labor union or not, no one answered definitely 'yes' or 'no'.
- g. Opinion of Pref. Officials:
- Was the result due to the following reasons?
- 1) The union opposed flatly to the discharge without inquiring into the fact rationally.
  - 2) Labor education was not thoroughly diffused among union members which led to loosening the cooperative spirit between labor and management.
  - 3) After the dispute, the union neglected to take appropriate measures for the union. Owing to the diffusion of labor education, and the awakening of union members, the examples of this sort have decreased in number lately.

Question 7.

Some unions have profited as consequence of their opposition to personnel retrenchment. If there is an example of this, be prepared to give details.

Answer:

- a. Name of Company: Ryushi-sha



- b. Name of union and membership: Ryusui-sha Sewing Machine  
Factory Workers' Union.  
Union members: 79
- c. Address: 15421, Akaho-machi, Kamiina-gun, Nagano Pref.
- d. Type of industry: Spinning and weaving industry.
- e. Example:

The parent organization is called 'Ryusui-sha' and made up of 2 silk-reeling factories, 1 sewing machine factory, 1 watch-making factory, and 1 machinery factory. The factory in question handled sewing work. On April 23, 1950, the employers notified the major union members stating that the prospect of the factory work was exceedingly uncertain, and if the operation of the factory went on as it did the deficiency would more and more increase and that as this factory was not of a Principal one, it must be closed. The major union members accepted the close of the factory without consulting with other members, and the latter, electing new negotiation committeemen, presented a non-confidence resolution. Though the negotiations were held between labor and management several times, agreement was not reached, for the employers stuck strongly to their assertion. The union after having submitted the resolution to the Company, asked each Agricultural Co-operative Chief for the re-opening of the said factory.

Without coming to no definite agreement, the Company, putting the dismissal notices in the salary-envelopes, handed them to employees on May 3, but the union returned them to the company in a lump. The Union rented their office somewhere, the factory having been closed up, and raising the funds by selling wheat-gluten, caramel and others they fought on.

Meanwhile, outside organization members and pro-Communists came into the meeting for cheering up, but they threw the meeting into confusion rather than support it. On the other hand, the union held the family members' meeting firmly opposing to the closing-up of the factory. The feeling between labor and management was exceedingly cold and stormy, while the No. of negotiations held reach some forty or fifty times.

At last it was decided that the factory be opened under the condition that it should be independent from the factories attached to the main office and be operated on their independent finance. The factory went into operation as from Aug. 1 and thus the dispute continued for 3 months was settled and at present the factory is in the black amounting to ¥500,000 or so.

g. Opinion of Pref. Officials:

Once the dispute of this factory went out, Communists and outside organization members went uninvited to the factory, provoking the dispute into confusion, but



both the management and labor were considerate enough to ask the advice of Labor Management Office as to the methods of holding the next negotiation every time the negotiation having been held. So the procedures to be taken in this connection were so orderly conducted plus the enthusiasm of the union as to produce an unexpectedly good result on the part of the union members. Of the union members, more than 90% were females, and through this strife, women were much interested in the activities of the union and played important roles promoting the spirit of combination among union members producing much effect, both materially and spiritually.

Question 8.

There have been instances in which unions have attempted production control. If examples of this have occurred, cite one case, its circumstances, and its outcome.

Answer:

- a. Name of Company: Okuwa Wood-Working Cooperative
- b. Name of union and membership: Okuwa Wood-Working Cooperative Labor Union.
- c. Address: Suhara, Okuwa-mura, Nishichikuma-gun
- d. Type of industry: Lumbering and Wood-Working Industry
- e. Term: Oct. -- Dec.
- f. Example:

Okuwa Wood-Working Cooperative began to suffer from the difficulty of maintaining their business about April, 1950 (owing to poor demand and inability of collecting credit) delaying the payment of the workers' wages.

By October, 1950, the amount of 2 months' wages became delayed in payment, so the union held negotiations with employers three or four times demanding the payment. The factory manager, being at his wit's end, gave up the management of the factory saying "Operate the factory as you wish". At this, the union members took over the management, began manufacturing fixtures as from November. Afterwards they found a market in Nagoya area and now, there is no delayed payment of wages and the factory is being operated favorably. In February, 1951, the union held negotiations with the employers and as the result, the employers withdrew from the operation of factory. The union rented the factory at ¥1000 per month and are now making endeavours, so that they can own the factory.



## 8. Opinion of Pref. Officials.

During the chaotic period immediately after the termination of war, there were examples of this kind (Japan Wireless Company Suwa Factory and others) in this Prefecture, but of late, scarcely any examples have been found.

I cited this as an example of production control, although I doubt that it can be called production control in the strict sense, for at least it seemed that the phase of the very beginning assumed the form of production control.

The owner of the said factory possesses a leading factory called "Toyo Rinko" (Oriental Wood-Working Industrial Company) at Agematsu-machi, Nishichikuma-gun, and he wanted to make the factory (taken over by the employees) as a sister factory of Toyo Rinko, but the union as well as the locality people are opposing to the owner's intention, so that the factory in question be owned by the workers.

## Question 9.

Instances have frequently been noted in which industries have vague and ineffectual bargaining agreements, whereas, by contrast, their rules of employment are clear and concise. Be prepared to cite one outstanding example of this type of situation, and give details.

## Answer:

1. Name of Company: Matsumoto Hosei Kogyo K.K.
2. Name of labor union and number of employee:  
Matsumoto Hosei Kogyo Rodo Kumiai ..... 42 employees
3. Location: Matsumoto City Shin-machi
4. Industrial classification: Spinning & weaving industry.
5. Example:

In comparing bargaining agreements and their rules of employment, bargaining agreements has (1), provided only an outline in Labor Hour **Chapt. 1, Art. 6, (2)**, concerning Personnel, provided only a basic line that it will be negotiated with the union but no provision for concrete method of handling; (3) For payment regulation there is no **provision** concerning concrete calculation base and payment base but provided only to pay such an amount to guarantee minimum living. On the contrary in rules of employment, concerning item (1), provided in details by 4 sections and 21 Articles on duty hour, rest, holiday, overtime work, holiday duty, gate time, late attendance, early leave and leave during duty hour. Concerning item (2), provided one section on retirement and discharge, in which in case giving advance notice of discharge, in case not give advanced notice of discharge, in case of age



limit, procedure of retirement, national retirement etc. Concerning item (3), in Payment regulation provided determination of basic salary, condition of payment, promotion,  $\frac{1}{2}$  bonus, and set retirement allowance which divided into three cases such as convenience of the company, convenience of employees themselves and injury or death on duty.

6. Opinion:

From the view of "Survey of Causes for non conclusion of bargaining agreement on non bargaining agreement enterprises" which was carried out by this prefecture in 1950, out of 147 answers from management side, 50 enterprisers say "feel no need of bargaining agreement", 7 enterprisers say "Without bargaining agreement seemed advantageous for operation of enterprise". Inside of these answers, it seems greatly that the enterprisers think that rules of employment is sufficient or it is better advantage for them have only rules of employment.

Question 10.

Some companies, not having accepted the seniority principle with regard to personnel retrenchment (lay-off), have, upon improvement of their business, hired new employees instead of calling back all former workers who desired re-employment. Be prepared to cite an example of this, stating the circumstances.

Answer:

1. Name of Company: Hotaka Communications Industrial Company  
Nagano Factory
2. Name of labor union and number of employee:  
Hotaka Communications Industrial Company Nagano Factory  
Workers' Union
3. Location: Hotaka-machi, Minamiazumi-gun, Nagano Pref.
4. Industrial classification: Machinery and Tool Manufacturing  
Industry
5. Example:

Hotaka Communications Industrial Company Nagano Factory began to reduce personnel after June, 1950 on the ground of business depression. The personnel retrenchment reached over 40 once and afterwards the Company employed some of the discharged several times on the principle of temporary employees. After the lapse of a certain period, the Company re-employed only part of superior employees as permanent ones, but instead of calling back former workers who wished to be re-employed, the Company is now employing new workers.



## 6. Opinion:

Under the present Japanese economic circumstances, the situation is so uncertain both for employers and employees that although the discharge is made on the promise that the workers be re-employed when the business turns out for the better, it is seldom that the promise is fulfilled (except for those who are out of farming villages partly working in the factory and partly on the farm). So the workers once discharged should bear in mind that they were fired permanently. Therefore, it seems that the re-employment of all the discharged ones is exceedingly rare.

## Question. 11.

Some unions have inordinate numbers of full time officials. Be prepared to cite example, giving total union membership, total number of paid officials, average monthly dues per union member, and comparison of salaries of union officials and production workers.

## Answer:

1. Name of Company: Showa Electric Industrial Company  
Shiojiri Factory
2. Name of labor union and number of employee:  
  
Showa Electric Industrial Company Shiojiri Factory  
Workers' Union
3. Location: Soga-mura, Higashichikuma-gun, Nagano Pref.
4. Term: March 30, 1951
5. Example:
  - Total union membership: 1127
  - Total number of paid officials: 7
  - Total number of paid employees: 3
  - Average monthly dues per union member: About ¥300
  - Average monthly wages per paid official: ¥9000
  - " " " " " employee: ¥4500
  - " " " " " Per Production worker: ¥8350

## 6. Opinion:

Most of enterprises in this Prefecture are on-medium-and-small-scale, and the unions are consequently of weak ones having no officials who attend exclusively to the union work.



## Question 12.

It has frequently been noted that the rank and file workers do not have a satisfactory knowledge of the labor movement, even in comparatively large unions. Be prepared to cite example.

Answer:

Name of Factory	Name of Labor Union	Address	Membership		
			Male	Female	Total
Maruko Silk-Reeling Company (Joint Stock Company)	Maruko Silk- Reeling Company Labor Union (Company)	Okaya City, Nagano Pref.	130	646	776
Mihato Silk-Reeling Company (Joint Stock Company)	Mihato Silk- Reeling Company Labor Union	"	50	316	366
Masuzawa Industrial Silk-Reeling Department	Masuzawa Industrial Silk-Reeling Department Labor Union	"	50	218	268
Yoshida-kan Silk-Reeling Company (Limited Partner- ship)	Yoshida-kan Silk-Reeling Company Labor Union	"	26	184	210
Ryujo-sha Shiga Factory	Ryujo-sha Shiga Factory Labor Union	Shiga, Suwa City, Nagano Pref.	14	144	158
Ryujo-sha Konami Factory	Ryujo-sha Konami Factory Labor Union	Konami-mura, 21 Suwa-gun, Nagano Pref.	21	120	141

The rest is omitted.

I cited silk-reeling factories located in Suwa and Okaya area as examples. According to the nature of the industry, most of union members are females in their early twentieth, so their knowledge of labor movement is exceedingly scarce, following the policies of the employers. Some of male union staff-members act on the line of Federation of All-Japan Silk Industry Workers' Unions.



## Opinion:

The question is not so easily disposed as the juvenility of female workers. It is more complicated than that which may be traced back to the time when the unions of that district were in the hands of Communists and pro-Communists. In view of the fact, the employers come to fear when the activities of the union become brisk, whether they are connected with Communistic movement or not, and as the result, they take policies for checking the labor movement. It is recommended in the future that the policies for expediting the sound enlightenment drive be taken so as to deepen the understanding in this connection between labor and management.

## Question 13.

Management has attempted to substitute the rules of employment for a collective bargaining agreement. Be prepared to cite example.

## Answer:

1. Name of Company: Japan Wool Spinning Co., Ltd.
2. Name of union and membership: Japan Wool Spinning Co., Ltd.  
Labor Union,  
Membership: 118
3. Address: Kanae, Kanae-mura, Shimoina-gun.
4. Type of industry: Weaving and spinning industry
5. Details:

Since the commencement of the drive for urging conclusion of labor agreement sponsored by the Prefectural Government in June 1950, meetings and individual guidance were held and given urging the conclusion of agreement. Despite this the management opined as follows:

"The present rules of employment are nothing but the labor agreement, which has been approved by the labor union. The formal conclusion of labor agreement would destroy the management because it totally tramples on the employer's stand based on the social-economic structure of today by creating the equality between the labor and management". But through the energetic enlightenment campaigns by the local labor policy office the labor and management were fully awakened to the right relations between the labor and management in the end of December, 1950. The drafting of the labor agreement was commenced in Jan. 1951 and the agreement will be concluded in April.



## 6. Opinion of pref.officials.

Though the labor agreement is nearly concluded, the trade union has the deep color of company union, and accordingly it has taken none of the distinct attitude for or against the management's proposal for conclusion of labor agreement. The officials of the local labor policy office concerned are striving to give appropriate guidance strongly to the trade union closely along with the negotiations initiated by the trade union, entertaining a serious concern to the development of the case. As stated in the answer of the Question 9, it is estimated that there are numerous cases hidden of the same kind as this case.

## Question 14.

The union sometimes demands substitution of the rules of employment for the collective bargaining agreement. Be prepared to cite example.

Answer:

There are none of such cases in Nagano Prefecture.

## Question 15.

There are instances in which companies hire temporary employees in substantial numbers to the degree that they comprise as much as 10% of the total work force. Be prepared to cite example and give percentage of cases in which such temporary employees are inobligible for union membership.

Answer:

1. Name of Company: Koa Denko Co., Ltd.
2. Name of union and membership: Koa Denko Co., Ltd. Labor Union, Membership: 270
3. Address: 3,673, Ina-machi, Kamiina-gun, Nagano Prefecture
4. Type of industry: Mechanical tools industry
5. Details:

June 1950: This company was manufacturing condenser, a radio part, with 150 employees.

August 1950: The business being in depression owing to the delay in getting fund, the wages not given amounted to 975,000 yen. Besides the management had 3,500,000 yen of debt to taxation office and banks, accordingly the facilities and materials of the Company were attached. Tokyo Branch of the Company was investigated by police on the suspicion of tax evasion. Meanwhile the



employees quitted the company tired of the company that delays pay for 3 or 4 months and the trade union demanded the control of production by itself. The management was striving for the development of the company, dismissing 75 employees for business reduction.

Oct. 1950: A large order came from overseas through the Mitsui Shoji Company and the boom in business was seen suddenly. About 100 extra workers were employed to fulfil the order.

Nov. 1950: The unpaid wages were all paid.

Present: As the demand increases 206 extra workers are employed to 64 regular workers (union members), a ratio of nearly 3:1. The extra workers are not union members.

#### Opinion of pref. officials.

The reason why so many extra workers are in this union is that a considerable number of the regular workers had quitted this company giving up the President who is often absent to attend the Branches of Tokyo and Ohsaka and encouraged by the resolute designation of an important management official who had been opposing to the President's attitude to the non-payment of employees wages.

The management is worrying ever the issue of the extra workers who are increasing recently, doing the same job as the regular workers. That is, the relations with the trade union, their lower wages compared with regular workers, their status, and retirement allowance.

#### Question 16.-A

Instances continue to be noted in which the union rank and file neither understands nor agrees with the peace clause as expounded by KaCAR. Be prepared to cite instance of this.

#### Answer:

1. Name of Company: Matsumoto Electric Railway Co., Ltd.
2. Name of union and membership: Matsumoto Electric Railway Co., Ltd.  
Labor Union,  
Membership: 510 (Extra: 58)
3. Address: Nishigo-cho, Matsumoto City, Nagano Prefecture
4. Type of industry: Land transportation
5. Details:

It seems that this union understands generally the "peace clause" explained by Kanto CAR, officers. But the union opines that it can not insert the clause in the labor agreement if the management is lacking in the spirit of give-and-take, even if only the union practises this spirit.



## Question 16-B.

Give what, in your opinion, is the best peace clause incorporated in any local collective bargaining contract.

## Answer:

1. Name of Company: Matsuyama Plough Manufactory
2. Name of union and membership: Matsuyama Plough Manufactory Labor Union,  
Membership: 37
3. Address: Ishii, Shiokawa-mura, Chiisagata-gun, Nagano Prefecture.
4. Type of industry: Mechanical instruments and tools industry
5. Details:  
Art.26 "The Manufactory and Union shall not resort to dispute action while this agreement is effective".
6. Opinion of pref.officials.

This agreement is quite detailed in provisions and the labor and management have a full research of the labor agreement. This peace clause is redeemed perfect taking into considerations of the existence of the grievance machinery and arbitration system in the collective bargaining procedures.

## Question 17.

Management has, upon occasion, refused to enter into collective bargaining negotiations with the union. Be prepared to cite example.

## Answer:

1. Name of factory: Hotaka Communication Industry Co's Nagano Factory
2. Name of union and membership: Hotaka Communication Industry Labor Union,  
Membership: 63
3. Locality: Hotaka-machi, Minamiazumi-gun, Nagano Pref.
4. Line of industry: Manufacture of machines and appliances.
5. Date: Dec. 25, 1950



## 6. Example:

Having obtained relevant Particulars from the labor union of the Matsumoto Factory of the Fuji Electric Machinery Co., which is the parent company of the Hotaka Communication Industry Co., the labor union of the latter demanded the company, on December 21, 1950, to pay special winter allowance at the average rate of 2,000 yen per worker. The union approached the factory manager in connection with this demand. The manager, obviously desiring to evade giving any definite answer on the ground of the absence of the company's president, tried to put off the negotiation for several days.

As the year-end was near at hand, the union wanted to effect an early settlement of the matter to its advantage. For this purpose the union resumed negotiations with the factory manager, on the basis of the information furnished by the Fuji Electric Machinery Co's Matsumoto Factory Union regarding the financial conditions of these affiliated companies. As the Hotaka company's president happened to come back to the factory on Dec. 25, the union lost no time in asking him to respond to its collective bargaining after his taking a recess for a reasonable time. The president agreed to do so. However, having been told by the factory manager that the union's demand had been based on the information concerning the company's actual financial conditions, the president refused to respond to the collective bargaining on the ground of his having been extremely tired from his recent trip to Tokyo and continued the refusal for two or three days.

## Question 18.

In the recent past, union misconceptions regarding the proper procedures of collective bargaining have been noted--for example, the attempt to put pressure on a small committee of management representatives by bringing in an inordinate number of union representatives. Be prepared to cite one example of this.

## Answer:

1. Name of company: Kaimai Silk Weaving Co.
2. Union name & membership: Kaimai Silk Weaving Co's  
Workers' Union,  
Membership: 270
3. Locality: Okaya City
4. Line of industry: Spinning and Weaving.
5. Date of occurrence of event: April 17, 1950



## 5. Example:

1. The Presidency of the Kaimai Silk Weaving Co. was held by Kamenosuke Masuzawa who was also the president of the Masuzawa Industrial Co. The Kaimai Co. had been engaged in the production of silk fabrics. However, owing to the proceeds of sales remaining in arrears, overstocking of raw materials, etc., the company had to suspend operations as from mid-February, 1950.
2. Under these circumstances, the company's management, being not certain as to when the work might be resumed, decided to discharge its employees for the time being, but to re-employ them when the company would be enabled to re-start its business. Accordingly, they had consultations with the union's executive committee chairman Satoh and other representatives with the result that it was agreed to deal with the discharge as coming under the head C (i.e., discharge due to unavoidable circumstances) mentioned on the "discharge card". The union representatives then informed the union members, at meetings held at four localities (the members having been residing at various places on account of the suspension of work), of the aforesaid decision as well as the company's business status leading to it. The representatives secured the understanding of the union-members about the decision.
3. Shortly afterwards, about 100 of the union-members, thinking that the company's proposal was worked out after buying over the union's executive officers, held a meeting on the 20th at the company's factory. Encouraged by House of Representative member Inoguchi affiliated with the Communist Party, Tomio Itoh and other local Communists, the participants decided to start a strife against the company on the ground that the proposed discharge originated from insincere motive. On the following day, they announced the company's management of their intention to enter into collective bargaining.

## Detailed information about collective bargaining:

- (1) On the morning of the 21st, the aforesaid union-members numbering about 100, together with Yoshiro Imai and Misuru Ozawa, both of the Okaya Section of the local Communist Party, called at the residence of K. Masuzawa, President of the Kaimai Silk Weaving Co., and demanded an interview with him. Being informed of his absence, they insisted upon seeing his wife. As their request was complied with, the whole number of these visitors made their way into the house, to the astonishment of the hostess, who immediately got in contact with the company's Managing Director Takahashi and Labor Dep't head Suwa. After about an hour's wrangling, the union-members agreed to hold the collective bargaining at the company's office in the afternoon. The negotiation was started shortly after noon.

The target of these union-members consisted in



- (a) Immediate payment of wages (for February, March and April) in arrears.
- (b) objection to being discharged.

They were absolutely unyielding in their demand. The negotiation continued till 5 on the morning of the 22nd when both parties exchanged statements of confirmation and the meeting broke up.

- (2) The following were circumstances noticeable in connection with the negotiation.
  - (a) Throughout the negotiation the above-mentioned Imai, Ozawa and other Communists present guided the union-members in the negotiation and encouraged them in every stage of discussion.
  - (b) Whenever members on the company's management went to wash their hands, some three union-members tailed after them.
  - (c) Against a small number of persons representing the company's management, as many as 100 union-members participated in the negotiation, by whom the former were detained in a state approaching confinement.

7. Commentary remarks:

Originally, the negotiation was of normal nature as one between the company and the union. However, owing to the radical elements among the union members having conducted collective bargaining under the direct guidance of Communist outsiders, the case came to such a pass as detailed above.

Of late, there has hardly been any similar case in this prefecture. It may be mentioned in passing that the negotiation which the casual laborers' union in this prefecture conducted late last year and up to January, 1951, with municipal authorities, although not to be regarded as a normal collective bargaining, being of an exceptional nature, was attended with violence.

Answer to Question 19:

Under pressure of radical union officials, management has been known to agree to certain ridiculous concessions which, if fulfilled, would seriously jeopardize management's economic stability. Be prepared to cite an occasion where union officials have subsequently refused management's request to negotiate such issues.

As far as our knowledge goes, we have never witnessed a pertinent example in this prefecture. Until some time ago, management had generally had to bear such expenses as the pay to labor union's full-time officers and expenses for holding union-members' meetings, etc.



Taking, however, advantage of the revision of the Labor Union Law in June 1949, employers in general raised objection to bearing such expenses and insisted upon the correction of that practice. Then followed hot disputes between labor and management about this matter. Originally, this involved a vital question affecting the establishment of the autonomy on the part of the labor union, so that we do not think that this provides a pertinent example.

Question 20.

Some recent contracts have incorporated grievance machinery inclusive of arbitration, as set forth in the KaCAR pamphlet. (This alludes to arbitration that is final and binding). Be prepared to give verbatim excerpt of grievance machinery clause which you consider best.

Answer:

1. Name of factory: Daini Seikosha Co's Suwa Factory
2. Union name & membership: Daini Seikosha Labor Union  
Suwa Chapter: 614
3. Locality: Yamato, Suwa City, Nagano Pref.
4. Line of industry: Manufacturing of machinery and appliances.
5. Verbatim<sup>m</sup> excerpt of grievance machinery clause:

"CHAPTER XI Disposition of Grievance and Dispute.

(Purpose)

Article 116. This chapter is provided with a view to speedily and justly deliberating on and dealing with any grievance or dispute that may arise between the labor union or union-members and the company, so as to promote the harmonious relations between the company and the union members. In case grievance or dispute arises ~~be~~ between the company and the labor union, or individual members of the union or a large member of union-members, efforts shall be made sincerely in order to deal speedily with such grievance in accordance with the procedure specified in this chapter or to speedily settle such dispute by negotiatory procedure, without the Company's work being suspended in either case.

(Duty of maintaining peace)

Article 117. So long as this Agreement remains valid, the Union and the Company shall not conduct go-slow strike, strike or lockout or the like either generally or partially, pending the complete performance of all the procedures specified in this chapter. It is further agreed that no strike action shall be undertaken even if dissension arises regarding the interpretation



and/or application of the proposed arbitration that may have been submitted to and accepted by both parties.

(Scope of Grievance or Dispute)

Article 118. Grievance shall be defined as being a dispute concerning the interpretation and/or application of this Agreement and/or Labor Contract or a dispute concerning the allegation of violation of this Agreement and/or Labor Contract.

Dispute shall be defined as being such a dispute concerning labor conditions as relates to a matter not provided for in this Agreement.

Any dispute other than those provided for in Paragraph 2 above shall not be considered to be grievance or dispute coming under this Chapter. The renewal of the Labor Agreement shall be effected through the Labor - Management conference or collective bargaining.

In case a doubt arises as to whether a grievance falls under the category specified in Paragraph 1, both parties shall conduct deliberation and effect disposition in the light of the procedure for dealing with grievance herein specified. In the event of the parties failing to reach an agreement in opinions, the matter shall be settled by arbitration as provided for in Article 26.

(Work-Place Grievance Commissioners and Work-Place Grievance Committee).

Article 119. The Union shall appoint two Work-Place Grievance Commissioners for each work-place from among the members working there and shall organize the Work-place Grievance Committee with the said Commissioners. As a rule, the aforesaid work-place shall be a workshop, a department or a section.

(Factory Grievance Commissioners and Factory Grievance Committee).

Article 120. The Union shall appoint Factory Grievance Commissioners not exceeding 5 in number for each factory from among the union-members working there, and shall organize the Factory Grievance Committee with the said Commissioners.

(Mode of Putting Grievance Forward)

Article 121. A grievance shall be put forward in writing. Such statement shall contain the clear description of the whole fact constituting the cause of the grievance as well as of the contention of the person or persons concerned. The grievance put forward in the above manner shall be dealt with ~~through~~ through various stages as prescribed in the following article and in those subsequent thereto.



and/or application of the proposed arbitration that may have been submitted to and accepted by both parties.

(Scope of Grievance or Dispute)

Article 118. Grievance shall be defined as being a dispute concerning the interpretation and/or application of this Agreement and/or Labor Contract or a dispute concerning the allegation of violation of this Agreement and/or Labor Contract.

Dispute shall be defined as being such a dispute concerning labor conditions as relates to a matter not provided for in this Agreement.

Any dispute other than those provided for in Paragraph 2 above shall not be considered to be grievance or dispute coming under this Chapter. The renewal of the Labor Agreement shall be effected through the Labor - Management conference or collective bargaining.

In case a doubt arises as to whether a grievance falls under the category specified in Paragraph 1, both parties shall conduct deliberation and effect disposition in the light of the procedure for dealing with grievance herein specified. In the event of the parties failing to reach an agreement in opinions, the matter shall be settled by arbitration as provided for in Article 26.

(Work-Place Grievance Commissioners and Work-Place Grievance Committee).

Article 119. The Union shall appoint two Work-Place Grievance Commissioners for each work-place from among the members working there and shall organize the Work-place Grievance Committee with the said Commissioners. As a rule, the aforesaid work-place shall be a workshoppunit, a department or a section.

(Factory Grievance Commissioners and Factory Grievance Committee).

Article 120. The Union shall appoint Factory Grievance Commissioners not exceeding 5 in number for each factory from among the union-members working there, and shall organize the Factory Grievance Committee with the said Commissioners.

(Mode of Putting Grievance Forward)

Article 121. A grievance shall be put forward in writing. Such statement shall contain the clear description of the whole fact constituting the cause of the grievance as well as of the contention of the person or persons concerned. The grievance put forward in the above manner shall be dealt with ~~through~~ through various stages as prescribed in the following article and in those subsequent thereto.



(Submission of Grievance to Departmental Chief of Section Chief)

Article 122. Documents relating to a grievance put forward shall be submitted by the relative Work-Place Grievance Committee to the chief of such a department or a section as which is most closely connected with the matter. The departmental chiefs and section chiefs shall thereupon hold a consultation and shall give a decision within three days. In the event of no agreement in opinions being reached, the said chiefs shall consult with the Work-Place Grievance Commissioners. In case the grievance is settled or not settled at this stage, the measure for dealing with the grievance shall be notified in writing to the Work-Place Grievance Committee. Also, in case the grievance is not settled, such grievance shall be referred to the Factory Grievance Committee by the Work-Place Grievance Committee.

(Submission of Grievance to Factory Manager).

Article 123. Regarding a grievance that could not be settled at the stage mentioned in the foregoing article, the Factory Grievance Committee shall, with the attestation of the Union's Executive Committee, submit to the Factory Manager, within five days, a document stating the mode in which the grievance has been dealt with in accordance with the preceding article.

The Factory Manager shall be bound to give a decision within seven days. In case an agreement in opinions is not reached, concerning the decision, he shall further deliberate on the matter with the Factory Grievance Committee.

(Submission of Grievance to Company's President).

Article 124. In case it is not within the Factory Manager's competence to settle the grievance in the stage mentioned in the preceding article or his decision has proved to be unsatisfactory, the grievance shall, within ten days, be submitted to the Company's President by the Factory Grievance Committee, with the attestation of the Central Executive Committee.

The President shall be bound to give a decision within 14 days. In case the grievance is such as requires the President to consult thereabout with the Factory manager and other officials responsible for the operation of the Company or the President deems it proper to have the grievance discussed by the Labor-Management Council, he may postpone the decision pending the first available session, ~~with~~ either regular or extraordinary, of the Council, notice to that effect being given to the parties concerned, provided such postponement does not exceed one month.



(Specific Case of Dealing with Grievance regarding Discharge)

Article 125. Notwithstanding the provisions of Article 121 through 124, a grievance regarding discharge shall, in the initial stage, be submitted to the Factory Manager within 3 days. The Factory Manager shall be bound to give a decision within 5 days. In case dissatisfaction is expressed to the aforesaid decision, the grievance shall, within 4 days, be submitted to the President, who shall be bound to give a decision within 5 days.

(Arbitration regarding Grievance).

Article 126. In case the Union is not satisfied with the decision given in accordance with Article 124 or 125, the grievance shall, within 14 days, be referred, for arbitration, to the Labor Relations Committee in charge of the locality or to a third party who has been recognized to be competent by mutual agreement of the Company and the Union. The decision resulting from such arbitration shall be binding on both Company and Union.

(Duty of Arbitrator).

Article 127. Under no circumstances, the arbitrator shall give a decision concerning any matter other than the grievance provided for in Paragraph 1 of Article 118, except in the case covered by Paragraph 5 of the same article.

(Grievance Entertained by Company)

Article 128. In case the Company entertains a grievance against the Union or a Union-member or members, such grievance shall be dealt with in accordance with the provisions of the foregoing articles and within the time-limits specified therein.

(Negotiation regarding Dispute).

Article 129. In case the Union has a dispute against the Company as provided for in Paragraph 2, Article 118, the Union's representative shall submit such dispute in writing to the President in accordance with Article 121.

The President shall deal with the dispute within 14 days. In case an agreement in opinions is not reached in dealing with the dispute, he shall negotiate with Negotiating Commissioners, not exceeding 8 in number, appointed by the Union. Both parties shall then endeavor with sincerity to arrive at amicable settlement.

(Dispute Taken up by Company).

Article 130. In case the Company has a dispute against the Union, the Company shall conduct negotiations and endeavor to settle the dispute in accordance with the provisions of the foregoing articles.



(Mediation)

Article 131. In case no compromise is reached in respect of a dispute in spite of repeated negotiations as provided for by Articles 129 and 130, such dispute shall be submitted to the mediation by the Labor Relations Committee in charge of the locality. Both Company and Union shall endeavor to effect settlement in accordance with the mediatory suggestions to be shown by the said committee. It shall be understood that the request for the Labor Relations Committee's mediation does not require the mutual consent of the Company and the Union.

(Arbitration)

Article 132. In case the mediation provided for in the preceding article fails to be effective, the dispute may be submitted to the arbitration by the Labor Relations Committee. The decision resulting from the said arbitration shall be binding on both Company and Union. The request for the Labor Relations Committee's arbitration shall require the previous consent of the other party.

(Acceptance of Grievance or Dispute).

Article 133. A grievance or dispute submitted by the Work-Place or Factory Grievance Committee or by the Union's representative shall require to be a grievance or dispute recognized to be reasonable by the said committee or the representative, irrespective of whether it is initial or in post-initial stage.

(Notice concerning Grievance Commissioners)

Article 134. The names and the posts of the Grievance Commissioners shall be notified to the Company. Only the commissioners registered as such with the Company shall be authorized as Commissioners. The number of commissioners shall not exceed the number specified in the relative articles.

(Cooling Down Period)

Article 135. In case the Union or the Company or both of them refused to accept a mediatory suggestion shown, no dispute action shall be initiated unless a negotiation for settlement be re-attempted three or more days after the said refusal.

(Previous Notice concerning Strike).

Article 136. In case a strike is to be unavoidably initiated owing to the dispute having not been settled in spite of the fact that all the procedures specified in this Chapter have been accomplished, 7 days' notice shall be given to the other party.



(Unjustifiable Strike Action)

Article 137. In case the Company or the Union initiates a strike action in violation of this Agreement or in contravention of the matter decided upon through the procedures prescribed in this chapter, such action shall be deemed as being unjustifiable and either of the parties shall be entitled to exercise any relevant right against the other party, including the demanding of indemnity against loss or damage.

(Agreement regarding Strike).

Article 138. Both Company and Union shall conform to the following agreement during the strike:

1. No wages shall be paid for the period during which the strike is conducted.
2. The following employees shall not participate in the strike:

Safety administrators, Hygienic administrators, and their assistants, fire fighting personnel, electric substation personnel, boiler-men, field staff-members in charge of warehouses, passenger-car chauffeurs, telephone-operators and typists.

3. During a strike, the Union-members shall not, without prior permission, enter places other than those designated by the Company as being open to them.

(Grievance or Dispute after Lapse of Appeal Period).

Article 139. In case appealing in respect of a grievance or negotiation regarding a dispute is not made in a higher stage within the specified time-limit, such grievance or dispute shall be considered as having been settled once for all in the manner in which it has been submitted or dealt with.

(Dealing with Common Grievance or Dispute)

Article 140. In case a grievance or dispute is one common to all the factories or one in which other factories are also interested, the Company may reserve the measure necessary for the settlement so as to refrain from effecting any differential settlement, or may request the Union for required cooperation.

(Denial of Deliberation or Negotiation).

Article 141. Deliberation or negotiation shall be conducted in a gentlemanly and peaceful manner, in accordance with the principle of faith and sincerity.



(Time for Deliberation or Negotiation).

Article 142. Deliberation or negotiation shall, as a rule, be conducted within the specified working hours only except under special circumstances.

Either party may propose the change of the time for deliberation or negotiation, in case such change is absolutely necessary for the execution of other business.

Neither Company nor Union shall force negotiation to be conducted between 9 p.m. and 6 a.m.

6. Commentary Remarks:

Labor agreement adopting such clauses about the dealing with grievance has been rather few in number. However, grievance machinery clauses have come gradually to be incorporated in agreements concluded for the last half year.

Question 21. Some recent contracts have incorporated the seniority principle essentially as expounded by KaCAR. Be prepared to give verbatim excerpt (or excerpts) of seniority system which you consider best.

Answer:

1. Title of enterprise: Hayashi Musical Instrument Manufacturing Co., Ltd.
2. Name of workers' union and no. of members:  
Hayashi Musical Instrument Manufacturing Company  
Workers' Union  
220 members.
3. Location:  
Tatsuno-machi, Kamiina-gun, Nagano Pref.
4. Type of industry:  
Lumbering and manufacture of wooden ware
5. Excerpts:  
Provisions  
(Temporary discharge)

When personnel reduction is necessary owing to the dullness of the business, the company intends to discharge temporarily those who have been employed recently (in the order of recency of employment). And in case of re-employment, those



who were temporarily discharged last will be re-employed preferentially (in the order of seniority of employment)

(Limitation of discharge)

The company guarantees that in case of temporary discharge the leaders of the workers' union occupy the top of seniors.

Opinion:

In addition to the above example there are two more adopting seniority system in the prefecture. One prescribed about promotion and increase in pay, another for only the case of personnel reduction.

Although the trend of making regulations according to the real circumstances of each enterprise is seen, it seems that both capital and labor are still on the stage of study.

Question 22.

Frequently, in the recent past, union demands have had a political rather than an economic complexion. Be prepared to cite an outstanding example of this.

Answer:

1. Title of enterprise:

Shibaura Sewing Machine Co., Ltd.

2. Name of workers' union and No. of members:

Shibaura Sewing Machine Co. Tatsuno Plant Workers' Union  
580 members.

3. Location:

Miyaki, Tatsuno-machi, Kamiina-gun, Nagano Pref.

4. Type of industry:

Manufacturing of machine and tools

5. Example:

The union belonged to the All Japan Metal Workers' Union supporting the Federation of All Japan Trade Unions. The majority of the executive committee men were the communists or their coworkers and the activities of the union were colored with that of left winged political Party. When the Federation of All Japan Trade Unions was ordered last August to dissolve under the Ordinance concerning Regulations of Organizations and Others, the Union had objection against this and went on sabotage for 5 minutes offering their demands having political complexion.

6. Opinion:



## 6. Opinion:

Heretofore such kind of event happened at the instigation of ultra-leftists. However, it seems that owing to the change of objective circumstances and progress of time most workers' unions are now losing gradually their trend of echoing another's views as the result of recognizing somewhat their true way to advance.

## Question 23.

Union opposition to the establishment of a job-classification system has been evidenced. Be prepared to cite an example.

## Answer:

## 1. Title of enterprise:

Showa Denko Co., Ltd. Shiojiri Plant

## 2. Name of workers' union and No. of members:

Showa Denko Shiojiri Plant Workers' Union  
1146 members

## 3. Location:

Soga-mura, Higashichikuma-gun, Nagano Pref.

## 4. Type of industry:

Chemical industry

## 5. Time (of opposition): December, 1950.

## 6. Example:

At the end of last year the company planned to abolish the administrative section which was one of its three sections (administrative, accounting and business sections) connected with personnel affairs and establish newly general affairs section and Personnel section dividing the general affairs section into general affairs sub-section and guard sub-section and personnel section into personnel sub-section and insurance & welfare sub-section and moreover to expand the scope of non-membership. Therefore the union side has been offering opposition, since last year end, to this plan judging that the plan means the intensification of establishment of labor control system and brings useless confusion into the company. In spite of the opposition, the company announced on Jan. 1st 1951 the enforcement



of this plan and it was put in operation perfectly from Mar. 1st. But the union side is still standing against the company concluding that the union will not take any responsibility for the confusion which may be brought by the establishment of the job-classification system by the company and that the company should take responsibility.

7. Opinion:

At present the management side is making a study on a new method of labor control and in the negotiation concerning pay, revealing the tendency toward paying by job classification and efficiency. The labor side is pushing the line with pay for livelihood (price index and living index). In future, many discussions will be focussed on such problem against job classification system.

Question 24.

Prolonged negotiations either at federation or unaffiliated local level have characterized collective bargaining in numerous instances. Be prepared to cite a situation representing the longest period of time any federation ever required to negotiate a collective bargaining agreement. The same information will be desired with regard to an unaffiliated local union.

Answer:

There is no adequate instance for federation level, but the following is an affiliated local union.

1. Title of enterprise:

Shinano Book Printing Co., Ltd.

2. Name of workers' union and No. of members:

All Japan Publishing and Printing Labor Union  
Shinano Book Printing Branch  
Union members: 120

3. Location: Agata-machi, Nagano City, Nagano Pref.

4. Type of industry:

Book printing and binding

5. Example:

When the term of the collective bargaining agreement of the company expired in last April, the labor union offered the draft for the new agreement containing its various demands. But due to so many demands the draft was not brought to conclusion within last year.



Both capital and labor cooperated to conclude their agreement by the end of March this year, but still on deadlock. One cause of the prolongation is that the company is willing to conclude the agreement with Shinano Book Printing Labor Union but not desirous to do with All Japan Publishing and Printing Labor Union Shinano Book Printing Branch. It is supposed that the company is afraid of the oppression from outside in case of occurrence of some trouble.

6. Opinion:

This is a remarkable instance of prolongation of the conclusion of agreement due to affiliation to a federation.

Unaffiliated local level.

1. Title of enterprise:

Yamato Manufactory (Goshi Kaisha)

2. Name of workers' union and No. of members:

Yamato Manufactory Workers' Union  
38 members

3. Location:

Iida-machi, Matsumoto City, Nagano Pref.

4. Type of industry: Metal industry

5. Example:

When the labor agreement conclusion urging movement advocated by Labor Ministry was over last August, the above union determined to conclude labor agreement and immediately started to make a draft, which was completed on last October. Immediately after having finished the preparation of the draft, the union had a negotiation with the management side. Until March this year they had negotiations 6 times and understood all matters except retirement allowance and miscellaneous allowances. Although the president of the company and the factory manager came to an understanding about retirement allowance and miscellaneous allowances, the president has no intention to give the factory manager the definite authority concerning labor agreement and is hesitating to bring the negotiation to final decision using his illness and pressure of his tasks as an excuse for delay of the conclusion.

6. Opinion:

It is said that the company is dealing with the matters concerning business and Personnel affairs, if advantageous to the company, along with the purport of "the subjects to understanding" in the labor agreement which is not yet formally signed and that the company does not carry out the matters disadvantageous to the company under the plea of unconclusion of the agreement.



## Question No.25.

Be prepared to give largest and smallest number of holidays with pay stipulated in any contract. Also desired will be the same information pertaining to holidays without pay.

## Answer:

## 1. Holidays with Pay

Largest number

74 days (Sun Lamp Industrial Co., Ltd. Nagano City)

Smallest number

2 days (Shoei Silk Reeling Co., Ltd.,  
Suzaka-machi, Kamitakai-gun, Nagano Pref.)

## 2. Holidays without pay

Largest number

64 days (Yamamasa Lumbering Co., Ltd.,  
Miyota-mura, Kitasaku-gun)

Smallest number

1 day (Nagano Machinery Manufactory, Nagano City,  
Nagano Pref.)

Although the factory showing the above smallest number gives minimum holiday prescribed in the Labor Standards Law, actually it is not written specially in its labor contract.

## Question No.26

Be prepared to state minimum, maximum, and average frequency of local union general membership meetings.

## Answer:

The following figures show the actual frequency during the past one year, not written in contracts.

## Maximum:

27 times (Oki Electric Wire Co. Workers' Union)

## Minimum:

None (Yamamoto Village Agricultural Cooperative  
Association Workers' Union)

## Average:

3 times (Result of survey by each local labor policy office).



## Question 27.

Be prepared to give percentage of contracts that do not contain a wage clause.

## Answer:

The following is the percentage of conclusion of labor contracts of local unions by local labor policy office (except national level) Under the Under the jurisdiction

	of Nagano Labor Policy Office	82%
"	Matsumoto L.P.O.	26%
"	Ueda L.P.O.	25%
"	Okaya L.P.O.	53%
"	Iida L.P.O.	39%
"	Ina L.P.O.	0%
"	Nakano L.P.O.	28%
"	Komoro L.P.O.	31%
"	Fukushima L.P.O.	56%
	Average	37%

## Question 28.

If there is any example of a contract which absorbs allowances into the base wage, be prepared to give outstanding example.

## Answer:

## 1. Title of enterprise:

Matsumoto Electric Railway Co., Ltd.

## 2. Name of workers' union and No. of members:

Matsumoto Electric Railway Workers' Union

## 3. Location:

Nishigo-machi, Matsumoto City, Nagano Pref.

## 4. Type of industry:

Land transportation.

## 5. Example:

The union has concluded the labor contract containing wage clause (in supplementary rule), which prescribes that base pay includes service, age, regular, family and job (ability) Pays.