

GHQ/SCAP Records (RG 331, National Archives and Records Service)

Description of contents

(1) Box no. **3144**

(2) Folder title/number: **(10)**
230: Labor

(3) Date: **Jan. 1949 - Nov. 1949**

(4) Subject:

Classification	Type of record
035.2, 9740	c, e, k

(5) Item description and comment:

- i) Kyushu**
- ii) Includes "Dispatch Nurses"**

(6) Reproduction: Yes No

(7) Film no. _____ Sheet no. _____

(Compiled by *National Diet Library*)

230
 FILE

KYUSHU CIVIL AFFAIRS REGION
 HEADQUARTERS AND HEADQUARTERS DETACHMENT
 Fukuoka, Kyushu, Japan

RDM/fio

APO 24 Unit 5
 23 November 1949

SUBJECT: Report of Status of Allotment of Yen Credit - Pay of
 Requisitioned Labor (Reports Control Symbol QGD-66 (R-1))

TO : Commanding General, I Corps, APO 301
 (Attn: G-4 Section)

Reference letter, Headquarters Eighth Army, AGUB 290, subject:
 "Control of Occupation Force Requirements for Indigenous Services,
 Supplies and Materials in JFY 1949", 13 July 1949, the inclosed
 report contains a complete report covering all requisitioned labor
 personnel employed by this command during the month of October 1949.

FOR THE COMMANDING OFFICER:

HENRY E. RAINBOLT, JR
 1st Lt., FA
 Adjutant

1 Incl:
 As stated

REPORT OF STATUS OF ALLOTMENT OF YEN CREDIT
PAY OF REQUISITIONED LABOR - OBJECT -- 01

MONTH ENDING
31 October 1949

REPORTS CONTROL SYMBOL QGD - 66 (R1)

SHEET NO 1 OF 1 SHEETS

JAPANESE FISCAL YEAR July 1949 - March 1950
REPORTING AGENCY Kyushu Civil Affairs Region
28-8, Sakuragaoka, Kyushu

APPROVING OFFICERS SIGNATURE AND TITLE
Redman

(1) ACCOUNT CODE Appr Proj	(2) AUTHORIZED STRENGTH	(3) MONTHLY YEN CEILING	(4) CURRENT MONTH DAILY AVERAGE EMPLOYED	(5) GROSS PAY	(6) WITHHELD TAX ONLY	(7) DIFFERENCE COL 5 MINUS COL 6
106 412	670	4,666,728	488	8,293,804	1,163,073	7,140,731
106 701	136		180	1,922,198	231,346	1,690,852
106 702	38		87	544,634	65,724	478,910
TOTAL	844	¥ 4,666,728	755	¥ 10,760,634	¥ 1,460,143	¥ 9,300,491

FILE

NOV 23 1949 10 14 15

0-7

230

CG Eighth Army Yokohama Japan

Unclassified

See Distribution

Mail

DX 77343GA Subject is "Establishment of Indigenous Labor Liaison Offices."

1. The Labor Liaison Offices indicated in inclosure 1 are established effective 25 November 1949 to receive all administrative correspondence, requisitions, time reports, and other documents relating to indigenous personnel matters for submission to the Japanese Government prefectural labor offices.

2. Indigenous personnel records and files now located at the various Civil Affairs Team Headquarters will be transferred at the earliest practicable date but not later than 30 November 1949 to the Labor Liaison Office having responsibility for the particular prefecture in which the Civil Affairs team is located.

3. Direct correspondence is authorized between Labor Liaison Offices and this headquarters.

4. Definition and Duties.

a. The Labor Liaison Officer, the military individual appointed by the commander having jurisdiction over the camp or base designated in inclosure 1 is the authorized representative of the Commanding General, Eighth Army, to act on administrative indigenous personnel matters between an occupation force using agency and representatives of the Japanese Government prefectural labor offices.

b. The duties of the Labor Liaison Officer in connection with the administration of occupation force labor are as follows:

- (1) Acts as liaison between representatives of the Japanese Government and representatives of an occupation force unit or activity on matters pertaining to occupation force labor.
- (2) Reviews and processes all requisitions, discharge notices, reclassification requests, accident reports and claims, travel vouchers, time sheets, and any other correspondence originated by an occupation force unit pertaining to indigenous labor matters for submission to the Japanese Labor Management Office.

Unclassified

1 of 2

Unclassified

- (3) Acts as receiving officer for service contract charges for medical inspections performed in accordance with instructions contained in Section I, Circular 27, this headquarters, 4 April 1949, subject: "Physical Inspections of Japanese and Foreign Nationals Employed for Occupation Forces."
- (4) Acts as advisor to unit labor officers on matters pertaining to indigenous personnel policies or procedures and the application of the Japanese Labor Standards Law.
- (5) Publishes information to unit labor officers concerning administrative matters or changes in regulations affecting indigenous personnel.
- (6) Performs such other duties as may be necessary to discharge properly the responsibilities of labor liaison officer.

1. Incl:
Labor Liaison Offices and
Area of Responsibility

DISTRIBUTION:

"A" plus "Z" plus
300 - CG FEAF APO 925
15 - CG Hq & Sv Gp GHQ FEC APO 500
15 - COMNAVFE FPO 1165

Unclassified

AGGA COL A. K. STUBBINS 2-1207 190430Z
NOV 49

Frank L. Hickisch
FRANK L HICKISCH LT COL, AGD
Asst Adjutant General

2 of 2

LABOR LIAISON OFFICES AND AREA OF RESPONSIBILITY

<u>Labor Liaison Office</u>	<u>Location</u>	<u>Area of Responsibility</u>
Camp Crawford	Makomanai, Hok	All Hokkaido
Camp Haugen	Hachinohe, Hon	Aomori, Akita and Iwate Prefectures
Camp Younghans	Jimmachi, Hon	Yamagata Prefecture
Camp Sendai	Sendai, Hon	Miyagi and Fukushima Prefectures
Niigata Auxilliary Air Force Base*	Niigata, Hon	Niigata Prefecture
Camp Ojima	Ojima, Hon	Gunma, Tochigi and Nagano Prefectures
Camp Drake	Asaka, Hon	Saitama and Ibaraki Prefectures
Shiroi Air Force Base*	Shiroi, Hon	Chiba Prefecture
Camp Tokyo**	Tokyo, Hon	Tokyo Prefecture
Camp Yokohama	Yokohama, Hon	Kanagawa and Shizuoka Prefectures
Nagoya Air Force Base*	Nagoya, Hon	Aichi Prefecture
Camp McNair	Yoshida, Hon	Yamanashi Prefecture
Camp Gifu	Gifu, Hon	Gifu, Ishikawa and Toyama Prefectures
Camp Otsu	Otsu, Hon	Shiga and Fukui Prefectures
Kyoto Post Command	Kyoto, Hon	Kyoto Prefecture
Camp Osaka	Osaka, Hon	Osaka and Wakayama Prefectures
Camp Nara	Nara, Hon	Nara and Mie Prefectures
Kobe Base	Kobe, Hon	Hyogo and Okayama Prefectures

Inclosure 1

<u>Labor Liaison Office</u>	<u>Location</u>	<u>Area of Responsibility</u>
Miho Air Force Base*	Miho, Hon	Shimane and Tottori Prefectures
Camp Eta Jima	Eta Jima, Hon	Hiroshima Prefecture (including island of Eta Jima)
Bofu ***	Bofu, Hon	Yamaguchi Prefecture
Headquarters Shikoku Civil Affairs Region	Takamatsu, Shik	Shikoku Region
Camp Hakata	Fukuoka, Kyu	Fukuoka Prefecture
Camp Mower	Sasebo, Kyu	Nagasaki and Saga Prefectures
Camp Wood	Kumamoto, Kyu	Kumamoto and Kagoshima Prefectures
Camp Chickamauga	Beppu, Kyu	Oita and Miyazaki Prefectures

* Labor Liaison Officers to be appointed with approval of the Commanding General, Far East Air Forces.

** Provided for by Camp Drake

*** Provided for by Camp Kokura

Inclosure 1

2

230

5506
1 - Ca team

HEADQUARTERS EIGHTH ARMY
United States Army
Office of the Commanding General
APO 343

AGUH 230.145

20 October 1949

SUBJECT: Control of Occupation Force Requirements for Indigenous
Personal Services in JFY 1949

TO: See Distribution

1. Attached is revised project account code applicable for indicating the use and cost of requisitioned indigenous labor on report, Reports Control Symbol QGD-66 (R1).

2. Manning Tables for utilization of indigenous labor will be carefully scrutinized to see that time sheets and payrolls are correctly coded in the light of definitions given and that reports are accurate as to projects under which the personnel is employed.

3. It will be noted that certain changes, additions and corrections in account codes have been made as follows:

- a. Garicoa 106-410 changed to 106-412
- b. Finance Service 118-400 for Headquarters of subordinate commands, and 118-413 for Headquarters Eighth Army and BCOF.
- c. Additional codes: 108-431 Ordnance Headquarters operations and 115-431 Engineer Administrative Supervisory Activities.
- d. Account Codes 137-415 and 137-416 have been deleted from Special Service activities. Custodial maintenance personnel employed in recreational hotels operated by requisitioned labor or in theatres will be reported under 115-701.

4. Care will be exercised that the report includes all yen payments made during the month reported upon to all indigenous employees by the Japanese Government whether shown on the regular or a supplemental payroll under any given project account code. Report will be made of all retroactive adjustments of wages, separation allowances of formerly employed personnel, and all regular and special allowances. Any travel allowances shown on separate vouchers will be listed separately. When retroactive wages or separation allowances are listed, the period covered by the retroactive pay or the date of separation of the affected employee will be indicated. The gross amount earned by indigenous employees constitutes the figure which must come within the yen ceilings heretofore established for each command. The tax deductions included in the monthly report are for the information only of higher headquarters.

AGUH 230.145

SUBJECT: Control of Occupation Force Requirements etc.

5. Commencing with the report for October 1949 the following additional information will be given:

a. Statement will be made, under the appropriate project code, of any individual separated during the month reported upon, and an estimate will be given of the amount due to be paid to such an individual as separation allowance. This will be computed on the following basis:

(1) Retirement allowance will be paid to all workers discharged as follows, except when person is discharged for cause:

(a) Less than two years

One month's wage (basic - area - family-language or foreman's allowance)

(b) From two to five years

One month's wage (as above)

Plus 1.2 month's wage for each year worked.

(2) In case an employee retires of his own accord, one half of the amount of money calculated above shall be paid provided he has worked over six months; (Exception: retirement for injury, sickness or death while employed).

When a supplemental payroll is received which lists the payments of such a separation allowance, notation will be made as to the monthly report on which the estimated amount of the allowance was given.

b. A statement will be made as to any individual whose wages for the month being reported upon had not been paid at the time of making the report, stating the amount of such unpaid wages. In the event all employees have been paid, a statement will be made to that effect.

c. Above statements will be consolidated and included in the report of each successive administrative headquarters.

6. Report OGD-66 (R1) will be submitted to reach this headquarters by the day of the month following the month to which the report pertains as follows:

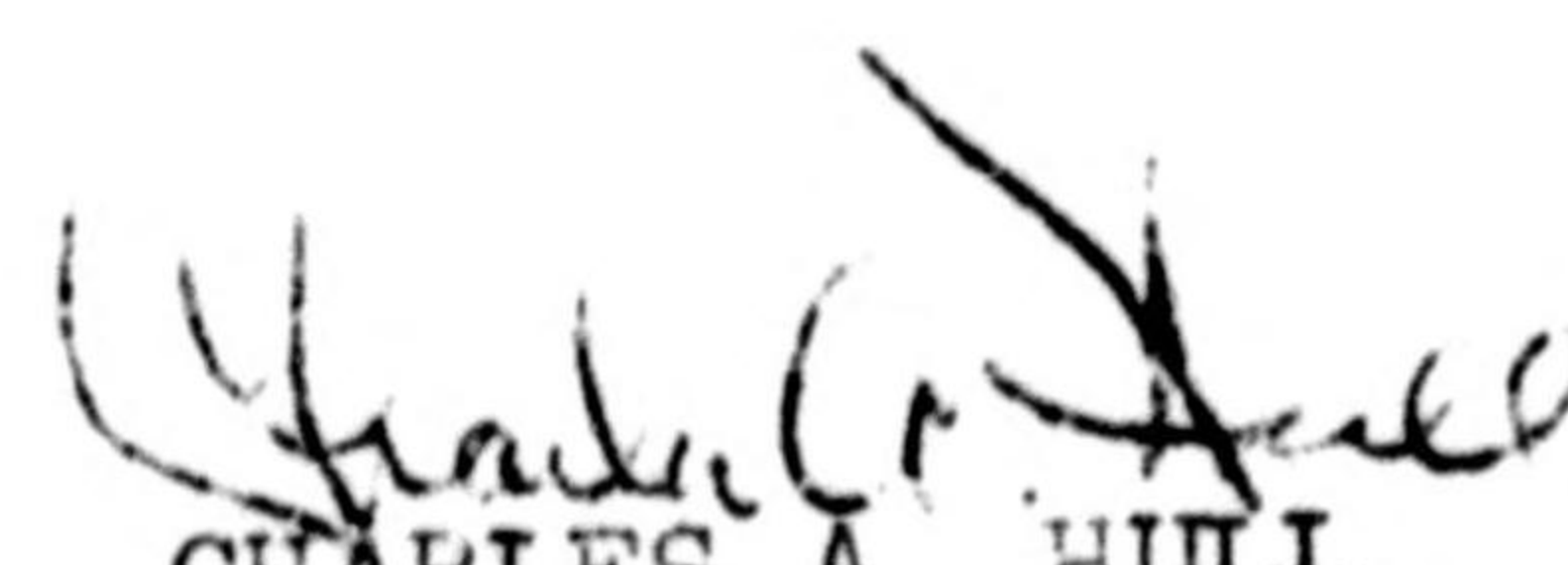
I and IX Corps	30th
Yokohama Command	30th
Other Directly Assigned Units and British Commonwealth Occupation Forces	25th

AGUH 230.145

SUBJECT: Control of Occupation Force Requirements etc.

7. Unless instructions to the contrary are received, the foregoing directive will terminate 31 March 1950.

BY COMMAND OF LIEUTENANT GENERAL WALKER:


CHARLES A. HULL
Captain AGD
Ass't Adj General

1 Inol:
Revs'd Project
Account Code

Distribution
"A" plus "Z"

PROJECT CODES FOR REPORTING EXPENDITURES
FOR REQUISITIONED INDIGENOUS LABOR - OBJECT 01
(Revision No. 1, 15 September 1949)

106 GARICA

412 PAY OF INDIGENOUS PERSONNEL AT CIVIL AFFAIRS HEADQUARTERS

For the pay of directly employed indigenous personnel engaged in the performance of Civil Affairs administrative duties or services in headquarters installations, Civil Affairs Sections or Teams, Criminal Investigation Units, dependent schools, and similar activities whose United States Civilian employees are paid from GARICA, Project 412.

701 PAY AND ALLOWANCES, INDIGENOUS SERVICE PERSONNEL (CATEGORY I - NON-REIMBURSABLE)

For the pay and allowances of directly employed indigenous personnel (Category I employees, as prescribed in Circular No. 28, Hq, 8th Army, 4 April 1949), under the supervision of unit commanders of Civil Affairs or CID units, to perform custodial maintenance, cleaning, and housekeeping services furnished to a facility without reimbursement.

702 PAY AND ALLOWANCES, INDIGENOUS SERVICE PERSONNEL (CATEGORY II, REIMBURSABLE)

For the pay and allowances of directly employed indigenous personnel (Category II employees, as prescribed in Circular No. 28, Hq, 8th Army, 4 April 1949), employed in connection with the operation of activities within facilities under the control of unit commanders of Civil Affairs or CID units.

Individuals paid from this project are employed on a reimbursable basis, the reimbursement to be made by the using individual or agency, the amount of reimbursement being based on the wage scale contained in Circular No. 28, cited above.

107 ADJUTANT GENERAL SUPPLIES AND SERVICES

101 PROCUREMENT OF PERIODICALS

For services of directly employed labor used incident to the delivery of magazines and newspapers and other such periodicals.

108 ORDNANCE SUPPLIES AND SERVICES

410 PRESERVATION OF ORDNANCE MATERIAL

For the services of directly employed personnel used in the preservation of ordnance material.

Incl 1 (8 pages)

108 ORDNANCE SUPPLIES AND SERVICES (continued)

429 PRESERVATION OF AMMUNITION

For the services of directly employed personnel used in the preservation of ammunition.

425 DISPOSAL OF AMMUNITION

For the services of directly employed personnel used in the disposal of Allied mines, bombs, dangerous missiles and explosives.

430 CURRENT EXPENSES OF THE ORDNANCE DEPARTMENT

For receipt, storage, and issue of Ordnance materiel, and attendant functions such as administration, security, property accounting damage operations and reclamation and stock control; included are expenses of labor.

431 ORDNANCE HEADQUARTERS OPERATIONS

Expenses for support from indigenous sources for the operation of Ordnance Staff and Command Headquarters (Eighth Army Ordnance Section, Headquarters and Service Group Ordnance Section, FEF Ordnance Section, etc.), will be reported under this project.

110 SIGNAL SERVICE

310 EQUIPMENT, SUPPLIES AND OTHER EXPENSES FOR THE OPERATION OF SIGNAL CORPS ACTIVITIES

Charge to this project obligations made for the operation of Signal Corps repair shops and depots and Signal Sections of other depots.

115 ENGINEER SERVICE

200 MAJOR CONSTRUCTION

For directly employed labor obtained by labor requisition and used in the accomplishment of major construction.

230 MINOR CONSTRUCTION

For directly employed labor obtained by labor requisition and used in the accomplishment of minor construction.

410 REPAIR AND MAINTENANCE OF ENGINEER MILITARY EQUIPMENT

For directly employed labor obtained by labor requisition and used in the accomplishment of the field repair and maintenance of engineer military equipment.

115 ENGINEER SERVICE (continued)

431 HEADQUARTERS ADMINISTRATIVE AND SUPERVISORY ACTIVITIES

For directly employed labor obtained by labor requisition and used in connection with engineer activities performed by engineer staff sections of command headquarters and including administrative, clerical, security, and other overhead activities of engineer troop units providing such troop units are not engaged in activities applicable to other project accounts.

432 MILITARY SURVEYS AND MAPS

For directly employed labor obtained by labor requisition and used in the accomplishment of military maps and surveys.

433 ENGINEER SUPPLY DEPOTS

Directly employed labor obtained by labor requisition and used in connection with the operation of engineer supply depots.

434 ENGINEER CENTRAL REPAIR SHOPS

For directly employed labor obtained by labor requisition and used in connection with the operation of engineer central repair shops.

435 ENGINEER SCHOOLS

For directly employed labor obtained by labor requisition and used in connection with the operation of engineer schools.

437 REPAIRS AND UTILITIES

For directly procured labor obtained by labor requisition and used in the accomplishment of repairs and utilities activities.

438 ALL OTHER ENGINEER OPERATIONS

For directly employed labor obtained by labor requisition and used in connection with engineer activities which are not applicable to other project accounts.

701 PAY AND ALLOWANCES, INDIGENOUS SERVICE PERSONNEL, ENGINEER CUSTODIAL SERVICES

For directly employed labor (Category I employees, as prescribed in Circular No. 28 Hq, 8th Army, 4 April 1949), employed under the

115 ENGINEER SERVICE (continued)

701 PAY AND ALLOWANCES, INDIGENOUS SERVICE PERSONNEL, ENGINEER CUSTODIAL SERVICES (continued)

direct supervision and control of billet and building managers or dependent housing tenants, obtained by labor requisition and used to perform custodial maintenance, cleaning and housekeeping services furnished to a facility without cost to an individual user.

116 MEDICAL SUPPLIES AND SERVICES

414 OPERATION OF GENERAL HOSPITAL

Covers pay of indigenous personnel, except employees engaged in medical supply activities.

415 OPERATION OF STATION HOSPITALS

Covers pay of indigenous personnel engaged in the operation of station hospitals.

416 OPERATION OF OTHER MEDICAL PROFESSIONAL SERVICES

Covers pay of indigenous personnel engaged in performance required to operate other professional medical services such as laboratories and dispensaries.

422 OPERATION OF MEDICAL DEPOTS AND OTHER INSTALLATIONS HAVING MEDICAL DEPOT ACTIVITIES

Covers pay of medical indigenous employees.

611 RESEARCH AND DEVELOPMENT

Covers pay of medical indigenous employees engaged in research and development.

118 FINANCE SERVICE

400 PAY OF INDIGENOUS PERSONNEL AT TACTICAL UNITS

For the pay of directly employed indigenous personnel engaged in the performance of administrative duties or services for tactical units (below headquarters level listed under Finance Service, Project 413). This project includes indigenous personnel authorized for administrative duties or services with Army Corps, Air Force Headquarters and Naval Bases, and tactical units such as Infantry, Cavalry, and similar units in which the activity performed is not identifiable or connected with a specific technical service.

413 PAY OF INDIGENOUS PERSONNEL AT MAJOR HEADQUARTERS INSTALLATIONS

For the pay of directly employed indigenous personnel engaged in

Incl 1 (8 pages)

- 118 FINANCE SERVICE (continued)
- 413 PAY OF INDIGENOUS PERSONNEL AT MAJOR HEADQUARTERS INSTALLATIONS (continued)
the performance of military administrative duties or services in major headquarters, 8th ARMY and BCOF.
- 121 QUARTERMASTER SERVICE AND SUPPLIES
- 127 SPECIAL QUARTERMASTER EQUIPMENT
For services of directly employed labor used in base maintenance of materials handling equipment.
- 129 LIQUID FUELS AND LUBRICANTS
For directly employed labor used incident to the through-put, storage, and handling of liquid fuels and lubricants.
- 130 SOLID FUELS
For services of directly employed labor used incident to the handling, storage, and issuance of solid fuels.
- 431 MAINTENANCE, ALTERATION, AND RECLAMATION OF QUARTERMASTER PROPERTY, AND SALVAGE
For services of directly employed labor used incident to field maintenance, alteration, and reclamation of quartermaster property, and for salvage.
- 434 SERVICES FOR LAUNDRING AND DRY CLEANING
For payment of indigenous employees in Quartermaster laundries and dry cleaning plants.
- 440 QUARTERMASTER SALES COMMISSARIES
For directly employed labor in Quartermaster Sales Commissaries.
- 441 QUARTERMASTER PERSONNEL
For directly employed labor used in the performance of Quartermaster functions and in the operation of Quartermaster installations, except as otherwise provided for.
- 442 QUARTERMASTER BAKERIES
For services of directly employed labor in post bakeries, excluding bakeries operated as part of sales commissaries.
- 446 QUARTERMASTER HYDROPONIC AND DIRT FARMS
For pay of indigenous personnel used for the operation of Quartermaster Hydroponic and Dirt Farms.
- 701 PAY AND ALLOWANCES, INDIGENOUS SERVICE PERSONNEL, OPERATION OF MESSSES
For the pay of directly employed indigenous personnel (Category I

121 QUARTERMASTER SERVICE AND SUPPLIES (continued)

701 PAY AND ALLOWANCES, INDIGENOUS SERVICE PERSONNEL, OPERATION OF MESSES (continued)

employees) for the operation of established messes for foreign nationals, Sugamo prisoners, hospitals and for troop detachments with strength of 30 or less. (As provided in Circular No. 28, Hq, 8th Army, 4 April 1949).

702 OPERATION OF NON-RECREATIONAL HOUSING FACILITIES

For the pay of directly employed indigenous personnel (Category II employees) required for the operation of individual family housing, apartments, dependent school cafeterias, non-recreational hotels and billets. (As provided in Circular No. 28, Hq, 8th Army, 4 April 1949).

123 CHEMICAL WARFARE SERVICE

410 PRESERVATION AND MAINTENANCE OF MATERIAL

For pay of indigenous personnel used in connection with specially authorized projects for surveillance, preservation, rehabilitation, modification, and repacking of Chemical Corps material, and for expenses incident to disposition and destruction of surplus and Class D material.

135 TRANSPORTATION SERVICE

420 MOVEMENTS CONTROL SERVICE

For pay of directly employed indigenous personnel.

451 HIGHWAY TRANSPORT SERVICE

For expenses of operation supervision, administration, and organizational maintenance of administrative vehicles, including buses.

461 MILITARY RAILWAY SERVICE

For pay of directly employed indigenous personnel engaged in operation, maintenance, repair, direction, supervision and administration of the military railway service and Department of the Army utility railway equipment, operated for military activities and functions of the Occupation forces.

471 OPERATION OF TRANSPORTS

For pay of crews of Army-operated transports.

472 MAINTENANCE OF CMIC RESERVE SHIPS

For pay of indigenous crews on SCAJAP Reserved vessels (US-owned).

481 OPERATION OF FLOATING EQUIPMENT

For pay of crews of harbor boats and other floating equipment other than transports.

Incl 1 (8 pages)

135 TRANSPORTATION SERVICE (continued)

491 OPERATION OF PORTS OF EMBARKATION

For pay of indigenous personnel at ports of embarkation and similar facilities except those engaged in activities paid from projects 451, 461, 471, and 481.

492 OPERATION OF TRANSPORTATION CORPS SUPPLY DEPOTS

For pay of indigenous personnel engaged in Transportation Corps activities at Transportation Corps supply depots. This will not include any charges provided for in Projects 420, 451, 461, and 491.

137 SPECIAL SERVICES

404 PAY OF ADMINISTRATIVE PERSONNEL AND NON-PROFESSIONAL INDIGENOUS PERSONNEL ENGAGED IN SPECIAL SERVICE ACTIVITIES

For pay of administrative personnel and non-professional indigenous personnel engaged in Special Service activities including actors, actresses, technicians, and services of consultants, orchestras or individual entertainers, librarians, and other indigenous personnel which are procured on an occupation cost basis.

702 PAY AND ALLOWANCES, INDIGENOUS SERVICE PERSONNEL (CATEGORY II - RECREATIONAL, REIMBURSABLE)

Provides for all items of pay and allowances of Category II Indigenous Service Personnel employed in connection with the operation of recreational facilities including officers, enlisted and civilian clubs and Post Exchanges. Individuals paid from this project are employed on a reimbursable basis by the using individual or agency, in accordance with rates published in Circular No. 28, Headquarters Eighth Army, 4 April 1949.

139 TROOP INFORMATION AND EDUCATION SECTION ACTIVITIES

504 PAY OF INDIGENOUS, ADMINISTRATIVE AND TECHNICAL PERSONNEL ENGAGED IN TROOP INFORMATION AND EDUCATIONAL ACTIVITIES

For the pay of indigenous employees, administrative and technical, engaged in Troop Information and Education Activities at all installations, schools, United States Armed Forces Institute Activities, and Armed Forces Radio Service.

Incl 1 (8 pages)

NON-MILITARY ACTIVITIES

All labor used by Civilian Agencies, Inter-Allied Commissions or Allied Commissions or Allied Missions or Delegations to include domestics employed in dependent houses assigned to employees of such agencies will be reported separately by agency, utilizing the reporting agency code, in accordance with the following list and will be given the project number 410:

Civilian Agencies

a. American Red Cross	510
b. State Department	520
c. Maritime Commission	530
d. Foreign Economic Administration	540
e. Atomic Bomb Casualty Commission	550

Inter-Allied Civilians

a. Far East Commission	710
b. War Crimes	730
c. International Relief Commission	760
d. Allied Council for Japan	750

Missions and Delegations

(1) Afghanistan	912
(2) Apostolic Delegation	910
(3) Australia	915
(4) Belgium	918
(5) Canada	920
(6) China	965
(7) Denmark	925
(8) France	930
(9) Great Britain	935
(10) Hungary	938
(11) India	905
(12) Italy	995
(13) Netherlands	940

**KYUSHU CIVIL AFFAIRS REGION
HEADQUARTERS AND HEADQUARTERS DETACHMENT
Fukuoka, Kyushu, Japan**

RDM/km

APO 24 Unit 5
28 July 1949

MEMORANDUM:

SUBJECT : Report of Visit to Omuta Detachment, Fukuoka Civil Affairs Team, in Connection with Labor Activities.

TO : Commanding Officer, Kyushu Civil Affairs Region, APO 24 Unit 5.

1. Visited Omuta Detachment, Fukuoka Civil Affairs Team during the period 26 and 27 July 1949.
2. Met with Mr. Miyagawa, Chief of Miike Mine Labor Union and staff. Later met with Mr. Uriyu, Assistant General Business Manager, Mr. Hyashi, Assistant General Production Manager and members of staff. Mr. Kurayama, General Manager was in Tokyo on Labor negotiations.
3. It was found that the miners are presently working without a contract, since their contract expired 31 March 1949. However, negotiations are in progress at this time, in Tokyo and a new contract between the Union and The Miike Collieries will depend largely upon the outcome of these negotiations.
4. There are two main issues with which the Miike Union and Miike Mines are concerned. These issues are:
 - a. (1) Management demands the right to use past records of performance, of individuals, as a basis for discharge of presently employed miners.
 - (2) Miners request that management let "bye-gones" be "bye-gones" and are desirous of having management use a system of current records for a basis for discharge.
 - b. (1) Management demands the exclusive right to make transfers employees to different jobs, within their Collieries.

Ltr, Kyushu Civ Aff Region, APO 24-5, dtd 28 July 1949, subj:
 "Report of Visit to Omuta Det, Fukuoka Civ Aff Team, in
 Connection with Labor Act.

(2) Labor insists that they be given a voice
 in this matter.

c. These matters were pointed out as points of negotiation. It was, however, pointed out by the labor officer that, generally speaking, these matters were a function of management and in the matter of transfers it was customarily management's right to transfer men from place to place, within its jurisdiction, with management bearing a major portion of the expense of moving individuals family and personal effects when such a transfer involved relocation of the individual.

5. Since much of the area mined by the 5 pits, owned and operated by the Miike Mining Company are under the ocean, it has been established that, for each ton of coal produced, 22 tons of water must be pumped from the mines. This condition necessitates a considerable battery of pumps, which in turn consumes a vast amount of the output of power produced in the power plants owned and operated by the Company. Should a strike become necessary the union has agreed to allow its members to continue to operate the pumps but no provisions have been made to load and transfer to the power plant, the necessary amount of coal, from the 30,000 ton stockpile, to insure continued operation of the Power plant. It should be stated that the plant is equipped to accommodate only a 3 day reserve of coal.

6. With the above mentioned conditions in mind it was pointed out to both labor and management that a strike for even a short period of time, beyond the existing supply could cause the mines to become flooded to such an extent that they might possibly have to be abandoned and because there are some five or six major industries, directly or indirectly dependent upon the continued operation of the mines, it would be a near, if not fatal blow to both Labor and management.

7. The labor officer was questioned as to what action would be taken in the United States by the Government should such a situation exist. It was pointed out that the United States Government would, in all probability, not interfere except in cases where the results would seriously impair the Public Safety, health or welfare of the American Public.

8. It is felt by the Labor Officer that the negotiations between Labor and management of the Miike Collieries should be of great concern to this headquarters, in view of the

Ltr, Kyushu Civ Aff Region, APO 24-5, dtd 28 July 1949, subj:
"Report of Visit to Omuta Det, Fukuoka Civ Aff Team, in
Connection with Labor Act.

fact that this is the largest company, of its type in Japan,
employing some 28,000 people.

9. Both management and Labor indicated they were well
pleased with these meetings, with the Union people openly stating
that this was the most satisfactory and enlightening meeting
they had attended and stressed the fact that they had been
made to feel free to express themselves.

10. Miike Mines Labor Union has a known communistic ele-
ment of less than .04%.

11. Both management and labor were encouraged to complete
their negotiations for a new contract without delay and to
start negotiations for next years contract before this one
expired.

R. DALE MICKLE
Labor Relations Officer

LIAISON DEPARTMENT
MOJI RAILWAY DIVISION
JNR

12 July 1949

220

SUBJECT: Information

TO : Superintendent
3rd TMRS, Kyushu Division
ATTENTION: Captain, K. E. HATHAWAY

The informations of Labor Unions on 11 July 1949 are as follows:

1. 13:30 hours:
 - a. Instruct the Okano Dormitory, Moji to crowd 1000 persons on Kokura Workshop.
 - b. Instruct the Haramachi Youngmen Dormitory crowd to Kokura.
 - c. Instruct the Wakamatsu Youngmen Dormitory crowd those who were ~~at~~ not attend at 8:00 to Kokura.
2. 16:00 hours:

About 60 persons crowded at the Haramachi tram-spot.
3. 16:15 hours:

About 300 persons were marching to RR residence with singing "International".
4. 16:20 hours:

About 200 persons crowded round the the Chief's residence of General Affairs Section. with scrimmage.
5. 16:30 hours:

We are in close connection to Kokura Police station and have been Policemen increassing. The Policemen, including appreciators and cameramen rushed to the scene and increased the traffic policemen. ~~the~~

The demonstration Group knew the Superintendent of Su-Division was absence in residence, so about 500 persons besieged to the Chief's residence and their group were increassing by and by. The joining groups beside RR Union are Nippon Seitetsu CO, Shibauro Electricity Co. and Furukawa Cable Co., it seems.
6. 16:55 hours:

The residence telephone line of Chief, Operation Section, but cause is unknown. (are blocked,
7. 16:25 hours:

CIC Mr. Rose and other 5 came to the residence by Jeep.

BASIC: Lr fr Liaison Department, Moji RR Div., dtd 12 July 1949, Subject: "Information".

8. 17:10 hours:

Request to meet the Sub-Division authorities through Sasaki, Chief of Labor Section. In case of emergency, it replys to provide by Moji and Yawata Police stations. In the scene, 8 policemen are watching their movement.

9. The group have the watchmen dispatched to the tram-way and hold the connection by hand-flags. The Red-flag were 4 at fast, but increased 2 and become 6. The group has 400 persons.

10. 19:00 hours:

2 and 3 persons entered the Chief's residence, General Affairs Sec. to jump over the fence and forced the meeting. It has been holding the meeting by the Foremen of Rail-way operative at Chief's residence.

About 300 persons wave the Red-flags and sing loudly the "International" in front of the residences of Supt. and Chief and a part of them climbed on the fence and forced the meeting. The chief refused, "We do not meet in this condition", but, the group said, "We will do even if it is through the night."

11. 20:15 hours:

CIC Mr. Rose gave the Worker's Union to understand, "I will have you met Superintendent, so break up to remain the representatives, several persons." The automobile went to meet the Supt.

12. 20:30 hours:

The group broke up to remain the several representatives.

13. 20:55 hours:

Mr. Hanada, manager of Kokura area, National Police informed that 30 policemen went to the scene from Kokura Police station at 20:10 and 25 policemen from the same station at 20:25.

14. 20:45 hours:

The foremen who were attending at the meeting in the residence of chief, General Affairs Sec. had escaped to ride 3 Jeeps apart from another.

15. 20:43 hours:

It has been affected between CIC Mr. Rose and the labor representatives that:

- a. Have representatives met to Supt. next morning.
- b. The meeting place is Supt's room.
- c. Time is unknown.

BACIS: Lr Fr Liaison Department Moji RR Div. dtd. 11 July 1949.
 Subject: "Information"

16. 22:45 hours:

CIC Mr. Rose and all of representatives broke up and Kokura Police station and RR Public Police are posting for emergency.

17. The Name of representatives who took with Mr. Rose.

Kokura branch, RR Labor Union, manager of investigation.

KUROE, Katsutoshi.

Kokura branch, RR Labor Union, Communist. NODA, Manabu.

18. The demonstration at Kokura on 11 July 1949 are not given notice to CIC. It is unexact those who issued the direction, but it seems URABE, Norio.

He is now a city worker of Yawata city and former Nittsu communist of Yawata branch.

19. 17:55 on 11 July 1949, it is holding the meeting of local-connection in Nogata.

Wakamatsu Area:

1. The Wakamatsu Union is to take the demonstration with the Nagata Factory at in front of Wakamatsu station from 13:00 on 12 July 1949.

2. It is to take the demonstration in Ebisu Shrine, Wakamatsu at 17:30 on 12 July 1949.

This group is to attack the residences of station-master and Ass't station-master.

3. About 100 agitation bills are put round the residences of Wakamatsu station.

Y. KUDO
 Manager
 Liaison Department
 Moji Railway Division

Yoshida will sign procurator

LIAISON DEPARTMENT
MOJI RAILWAY DIVISION
J N R

14 July 1949

SUBJECT: Information

TO: Superintendent
Kyushu Division, 3rd TMRS
ATTENTION: Cap. K. E. HATHAWAY

3. (Received 1523 hrs on July 13, '49)

a. About 30 persons of JNR employee in this morning 13 July had been requested the Moji Station Master to explain the reasons of the arrangement, but after the consultation had finished, retired from that office about at 1130 hrs.

b. (1400 hrs. on July 13, '49)

The twenty (20) representatives of JNR Labor Union of Moji Station are now under consultation with Moji Station Master and the details of the consultation is unknown, but it is not yet finished.

c. (1100 hrs. on July 13, '49)

When Moji Station Master was consultation with the group of 30 persons who were transferred or degradation, suddenly, an unidentified man appeared in the office and he circulated a strip of agitation-bills (Paper) in a violent tone to all men of the meeting "Comming soon, Some important matter will break out. Be weare of all members of Labor Union!". this mystry wastfound out by Ry Public safety Police who had been lurked in this consultation.

4. (received 2025 hrs. on July 13, '49)

The consultation between Moji Station Master and the Committees of Labor Union had been finished uneventfully at 1950 hrs.

5. (Received 2400 hrs. on July 13, '49)

The Poeples meeting in front of Shin-Iizuka Station:-

Attendance of the Meeting:-

- (A). The Kaho-area of Comminist Party.
- (B). The Kaho-area of League of Youngmen.
- (C). All Kyushu Labor Union of Mitsubishi
- (D). All Japan Communication Labor Union, Iizuka Branch

BASIC: Ltr fr Liaison Dept., JNR, dtd 14 July '49
SUBJECT: Information

- (E). Electric Industry Labor Union, Iizuka & Namazuta Branch.
- (F). The Laborers & Peasant's Union, Chikuho Branch
- (G). The Korean Labor Union of Japan Branch
- (H). JNR Labor Union, Iizuka Branch

The demonstration consisted of about 200 persons have started from there at 1630 hrs and fortunately, broke up at 1830 hrs. without misconduct.

6. (Received 2430 hrs. on July 13, '49)
Moji-ko Round House:-

The consultation between Chief of Moji-ko Round House, assistant Station Master and Five (5) persons of JNR Labor Union was held at the Chief-Room of Moji-ko Round House, but the consultation dropped. While, Chief of Moji-ko Round House returned to his official residence, the group of consisted of about 30 persons surrounded to his official residence. as he informed to Moji Municipal Police Station, the group retired from there by dint of Ry Public safety Police without accident at 2330 hrs.

1. (Received 1200 hrs. on July 14, '49)

About 30 persons of JNR Labor Union besieged to the Moji Station Masters Official Residence and the each of them cried "Telegram ! Telegram !". and They tried call up him to the porch from bedding (Station Master was standing at the inside of the porch). when some of them was asking to him about the transferred or dischargement, other group made a demonstartion and damaged plants of his official residence and still, crashed down partly the board-fence of his neighbours (Chief of Moji Round House Residence), retired at 2455 hrs.

2. The group of JNR Labor Union took place a demonstration at five times between 2000 hrs. and 0230 hrs. on July 14, '49 for his residence, but he was not informed to Police Station. Tomorrow-morning, he found out a great deal of the agitation-bills at near his official residence.

3. The observance-demonstartion for Labor laws will be held at Naogata area at 1300 hrs on July 14, '49.

The authorities of JNR Labor Union of Kokura Sub-Division are now under preparation the representatives for the demonstartion in Naogata.

4. Conductor, Ito Hirotaka (Communist..belong to Naogata Conductors' Office) who have to ride on the Coal Train, refused on his duty.on account of the below mentioned reasons. so Conductor, Ikeda carried out it instead of his duty.

The reason of disallowance:-

The pressure gauge is not equipment for the carboose.

The back-board of benchis not faide on for the carboose.

Y. Kudo

Manager
Liaison Department, JNR

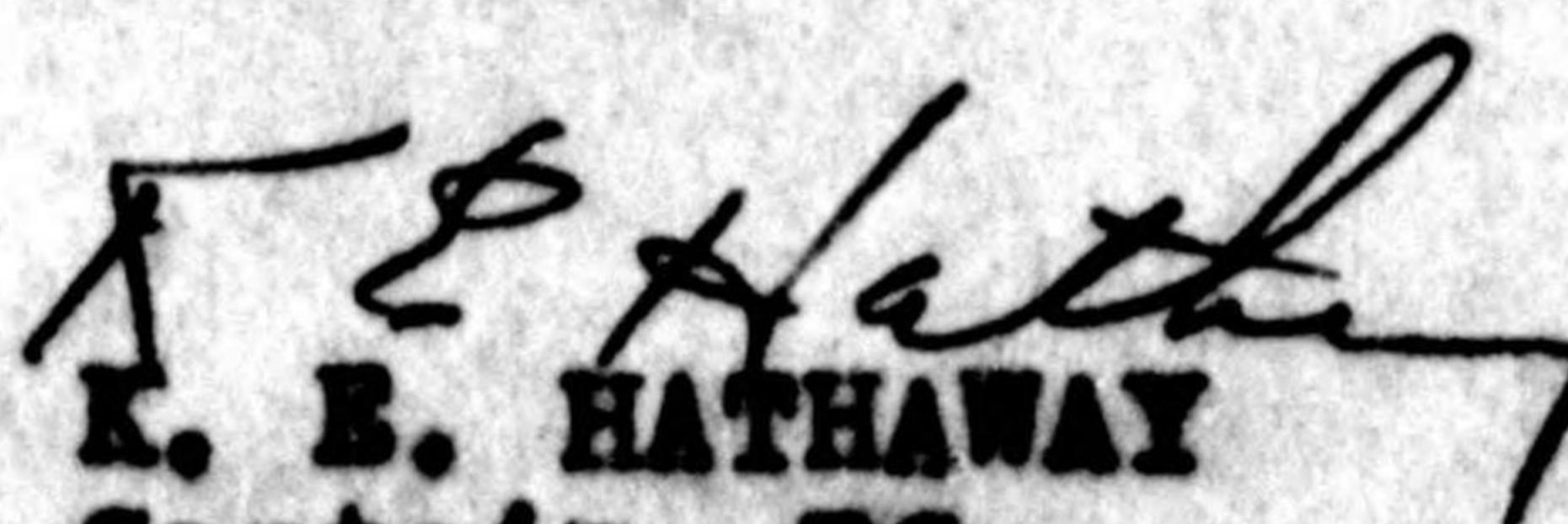
Yoshida will sign procurement

HEADQUARTERS KYUSHU DIVISION
3D TRANSPORTATION MILITARY RAILWAY SERVICE
HAKATA (FUKUOKA)

13 July 1949

Following listed persons have been threatened with bodily violence by persons unknown excepting 1:

1. Leader of Demonstration at Kokura RR Sub-division Superintendent's residence 11th July was Norio Urabe, City Hall Clerk, Yahata City. Address: 2d Block, Chiyama-Machi, Yahata City. Telephone number: Unknown. He is a known communist member.
2. Hasegawa, Gensaku - Station-master at Nogata. Address: Shimoyamabe, Nogata City, Fukuoka Prefecture. Phone: Nogata 765 - JNR telephone. No number at house and office.
3. Matsuo, Yonesaku - Chief of Roundhouse at Wakamatsu. Address: 625 Tsujigatani, Wakamatsu City. RR telephone at residence and office, no number.
4. Kataoka, Yoshinobu - Director, Moji RR Division. Address: 2288-1, 2d Block, Hanayama St., Moji City. Telephone number: Residence, Moji 77 - Office No.944 - RR telephone office, Moji Ko No.1 - Residence, Moji-Ko No.901.
5. Ishihara, Yonehiko, Sub-division Superintendent, Kokura Sub-division. Address: 3d Block, Haramachi, Kokura City. Telephone: Office, Kokura 20 - Residence, Kokura 5020 - RR telephone office, Kokura 1 - Residence, Kokura 48.


K. E. HATHAWAY
Captain, TC
Division Superintendent

FILE

KYUSHU CIVIL AFFAIRS REGION
HEADQUARTERS AND HEADQUARTERS DETACHMENT
Fukuoka, Kyushu, Japan

APO 24 Unit 5
7 July 1949

230

SUBJECT: Maintenance and Repair Labor

THROUGH: Regional Post Engineer (Camp Hakata)

TO : Commanding General, Eighth Army, APO 343

1. Reference Message Form CO 8A, dated 26 January 1948, file No. AS 121 (LO) Par 3A.
2. Report on Maintenance and Repair Labor for the month of June is hereby submitted.

FOR THE COMMANDING OFFICER:

1 Incl:
As stated.

HENRY E. RAINBOLT, JR.
1st Lt, FA.
Ass't. Adjutant

FILE

KYUSHU CIVIL AFFAIRS REGION
HEADQUARTERS AND HEADQUARTERS DETACHMENT
Fukuoka, Kyushu, Japan

APO 24 Unit 5
7 July 1949

Maintenance and Repair Labor

<u>Direct Labor</u>	<u>Quantity</u>	<u>Unit Man Hours</u>
	312	2064

R. Dale Mickle

 R. DALE MICKLE *gfw*
 DAC CAF 12
 Labor Relations Officer

KYUSHU MILITARY GOVERNMENT REGION
HEADQUARTERS AND HEADQUARTERS DETACHMENT
Fukuoka, Kyushu, Japan

mm/hc

FILE

230

AFG 24 Unit 5
27 June 1949

SUBJECT: Trade Union Law

TO : Commanding Officer, Fukuoka Mil Govt Team APO 24-5
Commanding Officer, Oita Mil Govt Team, APO 24-2
Commanding Officer, Kagasaki Mil Govt Team, APO 24-5
Commanding Officer, Kumamoto Mil Govt Team, APO 24-1
Commanding Officer, Kagoshima Mil Govt Team, APO 970
Commanding Officer, Miyazaki Mil Govt Team, APO 24-2
Commanding Officer, Saga Mil Govt Team, APO 24-5
ATTN: Labor Relations Officer

1. Submitted herewith for your information is a copy of subject, entitled Trade Union Law.

BY ORDER OF COL HILTON:

1 Incl
As stated

HENRY B. RAINBOLT, JR.
1st Lt PA
Asst Adjutant

TRADE UNION LAW.

The Diet hereby enacts the law for amending, in toto,
the Trade Union Law (Law No. 51, 1945).

Contents.

- Chapter 1. General Principles. (Article 1-4)
- Chapter 2. Trade Unions. (Article 5-13)
- Chapter 3. Trade Agreements. (Article 14-18)
- Chapter 4. Labor Relations Committees. (Article 19-27)
- Chapter 5. Penalties. (Article 28-33)
- Supplementary Provisions.

Chapter 1. General Principles.

(Purpose)

Article 1. The purposes of the present law are to elevate the status of workers by promoting that they shall be on equal standing with their employer in their bargaining with the employers to protect the exercise by workers of autonomous self-organization and association in labor unions so that they may carry out collective action including the designation of representatives of their own choosing to negotiate the terms and conditions of works; and to encourage the practice and procedures of collective bargaining resulting in trade agreements governing relations between employers, and workers.

2. The provisions of Article 35 of the Criminal Code (Law No. 45, 1907) shall apply to collective bargaining and other acts of a trade union which are appropriate, being performed for the attainment of the purposes of the preceding paragraph, provided, however, (that in no event shall acts of violence be construed as appropriate acts of trade unions.)

(Trade Unions)

Article 2. Trade unions under the present law shall be those organizations, or federations thereof, formed autonomously and substantially by the workers for the main purpose of maintaining and improving the conditions of work and for raising the economic status of the workers, provided that this rule shall not apply to those:

- (1) Which admit to membership officers, workers at the supervisory post having direct authority to hire, fire, promote or transfer, workers at the supervisory post having access to confidential information relating to the employers' labor relations plans and policies so that their official duties and obligations directly conflict with their loyalties and obligations as members of the trade union concerned and other persons who represent the interest of the employer.
- (2) Which receive the employers' financial support in defraying the organizations' operational expenditures. Provided that this shall not prevent the employer from permitting workers to confer or negotiate with him during working hours without loss of time or pay or to the employer's contribution for welfare funds; or benefit and similar funds which are actually used for payments to prevent or relieve economic misfortune or accident; or to the furnishing of minimum office space.
- (3) Whose objects are confined to mutual aid work or other welfare work.
- (4) Which principally aim at carrying on political or social movement.

(Workers)

- (8) No strike action shall be started without the decision made by secret ballot either directly by a majority of members voting or directly by a majority of delegates voting directly elected by secret ballot by all members.
- (9) No constitution of allocal union shall be revised except by a majority vote by direct secret ballot of the members. No constitution of a national union or a federation shall be revised except by a majority vote of the members of the local union or of the delegates directly elected by direct secret ballot by all members.

(Power to negotiate)

Article 6. Representatives of a trade union at those to whom the powers thereto are delegated by the trade union shall have the power to negotiate with the employer or the employers' organization on behalf of the members of the trade union for conclusion of a trade agreement or on other matters.

(Unfair labor practices)

Article 7. The employer shall be disallowed to do the following practices:

- (1) To discharge or give discriminatory treatment to a worker by reason of this being a member of a trade union, for his having tried to join or organize a trade union or for his having performed proper acts of a trade union; or to make it a condition of employment that the worker must not join or must withdraw from a trade union. Provided, however, that this shall not prevent an employer from concluding a trade agreement with a trade union to require, as a condition of employment, that the workers must be members of the trade union if such trade union represents a majority of the workers in the particular plant or working place in which such workers are employed.
- (2) To refuse to bargain collectively with the representative of the workers employed by the employer without fair and appropriate reasons.
- (3) To control or interfere with the formation or management of a trade union by workers or to give financial support to it in defraying the trade union's operational expenditure. Provided, however, that this shall not apply to prevent the employer from permitting the workers to confer or negotiate with him during working hours without less of time or pay or to the employer's contributions for welfare funds; or benefit or similar funds which are actually used for payments to prevent or relieve economic misfortune or accident or to the furnishing of minimum office space.

(Indemnity)

Article 8. No employer shall claim indemnity from a trade union or members of the same for damages received through a strike or other acts of dispute which are proper acts.

(Use of funds for other purposes)

Article 9. When a trade union intends to use for other purposes the funds specially set up for mutual aid and other welfare work, it shall obtain the resolution of the general meeting of the union.

(Dissolution)

Article 10. The Trade union shall be dissolved in the following cases:

- (1) Occurrence of the circumstance requiring the dissolution, as provided in the constitution of the trade union.
- (2) Resolution for the dissolution adopted by the general meeting of the trade union with majority of three-fourths or more of the total membership or of the affiliated unions.

(Trade union which is a juridical person)

Article 11. A trade union which has received certification of a Labor Relations Committee that it is in compliance with the provisions of this Law shall acquire the status of a juridical person by registering at the place where its main office is located.

2. The matters necessary for registration other than are provided in this Law shall be fixed by a cabinet ordinance.

3. As regards the matters which require registration for a trade union, they shall have no effect against any third person unless a registration has been effected.

(Mutatis mutandis application)

Article 12. The provisions of Articles 43, 44 (except the cases provided for in Article 8 of this Law), 50, 52 - 55 and 57 of the Civil Code (Law No. 89, 1896) and of Articles 35, 36, and 37-2 of the Law on Procedure of Non-Contentious Cases (Law No. 14, 1898) shall be applied mutatis mutandis to a trade union which is a juridical person.

2. The provisions of Articles 72-83 of the Civil Code and of Articles 136, 137 and 138 of the Law on Non-Contentious Cases shall be applied mutatis mutandis to a trade union which is a juridical person and which has dissolved according to the provision of Article 10 of this Law.

(Exemption from taxes charged on juridical persons)

Article 13. Trade unions which are juridical person shall be exempted from income tax and taxes charged on juridical persons in accordance with the provisions of a cabinet ordinance.

Chapter 3, Trade agreements.

(Taking effect of trade agreement)

Article 14. The trade agreement between a trade union and the employer or the employers' organization concerning conditions of work and other matters shall take effect when the agreement is put in writing and signed by both of the parties concerned.

(Term of trade agreement)

Article 15. Trade agreements shall include a provision fixing a definite termination date and shall in no event continue in effect for a period exceeding three years.

2. Upon the expiration of the termination date provided in it, no trade agreement shall continue in effect against the wish expressed by either one of the parties concerned; provided, however, that this provision shall not be construed to preclude provisions in a trade agreement which provides that the effect of the trade agreement is renewed unless either one of the parties concerned expresses opposition in advance.

(Validity of the Standards)

Article 16. Any provision of an individual labor contract contravening the standards concerning conditions of work and other treatment of workers provided in a trade agreement shall be void. In this case, the invalidated part of the individual contract shall be replaced by the provisions of the standards. The same rule shall apply to the part which is not laid down in the individual labor contract.

(General binding power)

Article 17. When three-four the or more of the workers of similar kind normally employed in a factory or other working place come under application of one trade agreement, the remaining workers of similar kind employed in the same factory or other working place shall ipso facto be bound by the same agreement.

(General binding power in locality)

Article 18. When a majority part of the workers of similar kind in a certain locality come under application of one trade agreement, the Labor Minister or the Prefectural Governor may at the request of either one or both of the parties concerned with the said trade agreement and according to the resolution of the Labor Relations Committee take the decision to extend the compulsory application of the trade agreement (including the part revised under provisions of Paragraph 2) to all the remaining workers of the same kind employed in the same locality and their employers.

2. In case the Labor Relations Committee deems, in making the decision of the preceding paragraph, the trade agreement in question contains inappropriate provisions, the committee may amend those provisions.

3. The decision under paragraph 1 shall become effective by public notification.

Chapter 4. Labor Relations Committees.

(Labor Relations Committees)

Article 19. Labor Relations Committees shall be set up consisting of equal number of persons representing employers, workers and public interest.

2. The Labor Relations Committee shall consist of the Central Labor Relations Committee, the Maritime Central Labor Relations Committee, Prefectural Labor Relations Committees and Local Maritime Labor Relations Committees.

3. The members and the staffs of a Labor Relations Committee as provided in this Law shall be regarded as staffs engaged in official business under laws and ordinances.

4. Matters relating to Labor Relations Committees other than those laid down in this Law shall be fixed by a Cabinet Ordinance:

5. The Central Labor Relations Committee shall be under the jurisdiction of the Labor Minister.

6. The Central Labor Relations Committee shall be composed of seven members representing employer (hereinafter referred to as "employer members"), seven members representing labor (hereinafter referred to as "labor members") and seven members representing the public interest (hereinafter referred to as "public members"),

7. The Labor Minister shall appoint the employer members in accordance with the recommendations of the employers' organizations, the labor members with the recommendations of trade unions and the public members with the agreement of the employer members and the labor members.

8. Incompetent and quasi-incompetent persons and one who has been sentenced to penal servitude or imprisonment and still under the execution of the sentence cannot be a member. When a member shall become disqualified as a result of this provision, he shall automatically be retired.

9. As to appointment of the public members, three or more of them shall not belong to the same political party. When a public member shall have by his own actions disqualified himself as a result of this provision, he shall automatically be retired.

10. In case the Labor Minister recognized that a member of the Central Labor Relations Committee cannot perform his duties by reason of mental and

physical defects or that a member has violated his duties in performing his functions or is guilty of misconduct as a member, the Labor Minister may discharge the said member with the approval of the Central Labor Relations Committee.

11. The term of office of the members shall be one year, provided that substitute members filling a vacancy shall remain in office during the remaining term of the predecessor.

12. The members may be re-appointed.

13. The members shall continue to perform their duties until their successor has been appointed.

14. Members shall receive such salaries, allowances and other pays as are fixed separately by laws and compensation for expenses necessary to perform their duties as fixed by a Cabinet Ordinance.

15. There shall be a chairman in the Central Labor Relations Committee.

16. The chairman shall be elected by all members from among the public members.

17. The chairman shall preside over the businesses of the Central Labor Relations Committee.

18. When the chairman has been prevented from performing his duties, one who has been elected according to the provision of paragraph 16 shall perform the businesses of the chairman in lieu of the chairman, and when the chair has become vacant, a new chairman shall be elected in accordance with the provision of the same paragraph.

19. A Business Bureau shall be established in the Central Labor Relations Committee to handle the administrative affairs of the Committee, and the Business Bureau shall have a Director and necessary staffs appointed by the Labor Minister with approval of the chairman.

20. The provisions of this Article shall be applied mutatis mutandis to the Prefectural Labor Relations Committees; provided that the functions of the Labor Minister therein provided shall be performed by the Governor and the Committee shall be composed of five employer members, five labor members and five public member (in Tokyo Metropolitan Labor Relations Committee, seven respectively); and two or more of the public members shall not belong to the same political party (in Tokyo Metropolitan Labor Relations Committee, three.).

21. As regards the seamen covered by the Seamen's Law (Law No. 100, 1947), the functions of the Central Labor Relations Committee, the Prefectural Labor Relations Committee, and the Labor Minister or the Prefectural Governor as provided for in this Law shall be performed respectively by the Maritime Central Labor Relations Committee, the Maritime Local Labor Relations Committee and the Transportation Minister;

and the provisions concerning the Central Labor Relations Committee and the Prefectural Labor Relations Committee shall be applied mutatis mutandis to the Maritime Central Labor Relations Committee and the Maritime Local Labor Relations Committee; provided, however, that "Prefectures" shall read as "Areas under the jurisdiction of the Maritime Transportation Bureaus".

(Function of the Labor Relations Committees)

Article 20. In addition to provisions under Articles 5, 11, 18 and 27, the Labor Relations Committee shall have authority to perform conciliation, mediation and arbitration of labor disputes.

(Proceedings)

Article 21. When the Labor Relations Committee deems it necessary for the public welfare, the proceedings of a Labor Relations Committee may be made public.

2. The meetings of the Labor Relations Committee shall be called by the Chairman.

3. The Labor Relations Committee shall be disallowed to open a meeting and to make a decision unless at least one employer member, one labor member and one public member be present.

4. Decisions shall be made by a majority of the members present, and in case of a tie the decision shall be made by the chairman.

(Authority of compulsion)

Article 22. When the Labor Relations Committee deems it necessary for carrying out its work, the Labor Relations Committee may require the attendance or presentation of reports of the employer or the employers' organization or the trade union or others concerned or it may require the presentation of necessary books and documents or it may also have its members or staffs of the Labor Relations Committee (hereinafter simply called "staff") inspect factories and other working places concerned or inspect the conditions of business, books and papers and other objects.

2. In case the Labor Relations Committee shall have the members or staffs inspect or investigate under the preceding paragraphs, the Labor Relations Committee shall make them carry a certificate certifying their position and show it to a person concerned.

(Duty to keep secret)

Article 23. The members and those who were members as well as the staffs or those who were on the staff of a Labor Relations Committee shall be disallowed to disclose any secret information obtained in performing their functions.

(Function which are carried out only by the public members)

Article 24. Only the public members of the Labor Relations Committee shall participate in the adjudication of cases arising under Articles 5, 7, 11 and

27 and Article 42 of the Labor Relations Adjustment Law; provided, however, that this shall not preclude labor members and employer members from participating in hearings held prior to a decision.

(Functions of the Central Labor Relations Committee)

Article 25. The Central Labor Relations Committee shall have authority to perform the functions prescribed under the provisions of Articles 18, 20, 26, and 27. The Central Labor Relations Committee may assume initial jurisdiction in all cases of conciliation, mediation, arbitration, and adjudication of cases which cover two or more prefectures or which present issues of national import.

2. The Central Labor Relations Committee may review the adjudications of the Prefectural Labor Relations Committee pursuant to the provisions of Articles 5, 7 and 27 with full authority to reverse, accept, or modify such adjudications, or it may reject appeal for review. Such review shall be initiated by the Central Labor Relations Committee or by appeal of either party from the adjudication of the Prefectural Labor Relations Committee.

(Authority of establishing rules)

Article 26. The Central Labor Relations Committee shall have authority to formulate and promulgate rules of procedures for the Prefectural Labor Relations Committee, as well as rules of procedures for its own proceedings.

(Orders etc. of the Labor Relations Committee)

Article 27. Whenever a complaint is filed that an employer has violated the provision of Article 7 with a Labor Relations Committee, the Labor Relations Committee shall make an immediate investigation and if it is deemed necessary shall have a hearing of the issues of the merits of the complaint. Such investigation and hearing shall follow the Rules of Procedures prescribed by the Central Labor Relations Committee in accordance with the provision of the preceding Article, and at such hearing, sufficient opportunity to present evidence and cross-examine the witnesses shall be given to the employer concerned as well as the complainants.

2. At the conclusion of the hearing provided for in the preceding paragraph, the Labor Relations Committee shall make a finding of fact and issue its order in accordance therewith either granting in full or in part the relief sought by the complainants or dismissing the complaint. Such findings of facts and such order shall be in writing, and a copy thereof shall be served on the employer concerned and the complainants. Such order shall be in full force and effect from the date of service. Proceeding under the provisions of this paragraph shall be in accordance with the Rules of Procedures prescribed by the Central Labor Relations Committee as provided for in the preceding Article.

3. In case the employer received the order of the Prefectural Labor Relations Committee according to the provision of the preceding paragraph, he may within a period of 15 days file a request for review by the Central Labor

Relations Committee. However, such request shall not have the effect of staying the order and it shall lose its force and effect only when the Central Labor Relations Committee reverses or modifies it as a result of review in accordance with the provision of Article 25.

4. In case the employer elects not to request a review by the Central Labor Relations Committee or in case the Central Labor Relations Committee issues the order he may within a period of 30 days from the date of service of the order file his petition according to the provision of the Exceptional Law for Administrative Suit Cases (Law No. 91, 1948).

5. In the event the employer files his petition with the court according to the provision of the preceding paragraph, the court with which the petition is filed may, on appeal from the Labor Relations Committee concerned, issue order by its decision requiring the employer concerned to comply in full or in a part with the order of the said Labor Relations Committee pending final judgement by the Court, or it may reverse or modify the decision, on application from the parties concerned or by its own initiative.

6. In the event the employer requests a review by the Central Labor Relations Committee according to the provisions of Paragraph 3, the period granted for recourse to the court under the provision of Paragraph 4 shall commence to run from the day on which the Central Labor Relations Committee either refused to accept the appeal concerned or otherwise made final action.

7. In the event the employer does not file his petition within the period under Paragraph 4, the order of the Labor Relations Committee concerned shall be fixed. In this case, if the employer does not comply with the order of the Labor Relations Committee, the Labor Relations Committee shall inform of it to the District Court in the place where his domicile is located. The worker may also inform of it.

8. In case all or a part of the order of the Labor Relations Committee is sustained by the fixed judgement of the Court based on the petition under Par. 4, the Central Labor Relations Committee cannot review the order of the Prefectural Labor Relations Committee.

9. The Provisions of this Article shall not preclude a trade union or a worker from requesting a review by the Central Labor Relations Committee according to the provision of Article 25 or from filing petition with the Court.

10. The provisions of Paragraphs 1 and 2 shall be applied mutatis mutandis to the procedures of review by the Central Labor Relations Committee.

Chapter 5. Penalties.

Article 28. In case of violation of the order of the Labor Relations Committee when all or a part of the said order has been sustained by the fixed judgement of the court in accordance with the provisions of the preceding Article, those who commit such violation shall be liable to imprisonment not

exceeding one year or to a fine not exceeding one hundred thousand yen, or to both.

Article 29. Those who contravene the provision of Article 23 shall be liable to imprisonment not exceeding one year or to a fine not exceeding thirty thousand yen.

Article 30. Those who contravene the provisions of Article 22 and fail to present reports or make false reports or fail to submit the books, or papers or contravene the provisions of the same Article and fail to present themselves or refuse, obstruct or evade the inspection under the provision of the same Article shall be liable to a fine not exceeding thirty thousand yen.

Article 31. When the deputy, co-habitant, employees, or others engaged for work of a juridical person or a person contravene the provisions of the first portion of the preceding Article, in connection with the business of a juridical person or of a person, the said juridical person or person shall not be immune from penalty on the ground of not having given order for such contravention.

2. The provisions of the first portion of the preceding Article shall apply to the directors, managers or other officers who execute the business of the juridical person in case the employer is a juridical person and to the legally fixed deputy in case the employer is a minor or a person adjudged incompetent; provided that this rule shall not apply to a minor that has the same capacity as an adult in the performance of business.

Article 32. In case an employer has violated the order of the Court under the provision of Paragraph 5 of Article 27, he shall be liable to a fine not exceeding one hundred thousand yen (if the order concerned requires for positive action, the total amount of money made by multiplying one hundred thousand yen by the number of days of noncompliance, may be assessed as a fine). The same rule shall apply to the case when an employer has violated the order of the Labor Relation Committee which has become fixed according to the provision of Paragraph 7 of Article 27.

Article 33. The liquidator of a trade union which is a juridical person who has violated any of the provisions of the Civil Code which set out in Article 12 of this Law and violation of which are made punishable by Article 84 of the Civil Code shall be subject to the same fine of the same extent of amount as provided for in the said Article of the Civil Code.

2. The provisions of the preceding paragraph shall be applied mutatis mutandis to the representative of a trade union which is a juridical person when such representative failed to register changed in the matters registered concerning the said juridical person as provided in ordinance as set out in Paragraph 2 of Article 11 of this Law.

Supplementary Provisions.

1. The date of enforcement of this Law shall be within thirty days from the day of promulgation and shall be fixed by a Cabinet Ordinance.

2. Any trade union which is at the time of the enforcement of this Law a juridical person shall be regarded as a trade union which is a juridical person in accordance with the provisions of this Law. However, it shall get within a period of sixty days from the date of enforcement of this Law the certification of the Labor Relations Committee that it is compliance with the provision of this Law.

3. Any persons who are the members of the Labor Relations Committee at the time of the enforcement of this Law shall remain at their post except in case they are discharged according to the provision of this Law; and the Director and other staffs of the Business Bureau of the Labor Relations Committee shall be regarded as to have been appointed according to the provision of this Law and remain at the same grade and get the same salary, except no official announcement otherwise is issued in accordance with laws and ordinances.

4. As regards the dealing of the issues pending at the Labor Relations Committee at the time of the enforcement of this Law, the provisions of the former Trade Union Law (Law No. 51, 1945) before amendment shall be applied.

5. As for the application of penalties for acts committed before the enforcement of this Law, the former rule shall apply.

6. A part of the Public Corporation Labor Relations Law (Law No. 267, 1948) shall be amended as follows:

In Article 3, "Trade Union Law (Law No. 51, 1945) (the provisions of Articles 11, 12, and 24-37 are excepted)" shall be substituted by "Trade Union Law (Law No. _____, 1949) (Provisions of Articles 7, 8 and 18-33 are excepted)".

In Article 37 "Articles 28-31 and 34-37 of the Trade Union Law" shall be substituted by "Paragraph 1 of Article 21, Articles 22, 30 and 31".

Paragraph 3 of Supplementary Provisions shall be amended as follows:

"The functions of the Labor Relations Committee provided for in Articles 5, 11 and Paragraph 2 of Supplementary Provisions of the Trade Union Law shall be performed by the Labor Minister".

7. A part of the Labor Ministry Establishment Law (Law No. _____, 1949) shall be amended as follows:

"In Article 4, clause 14 and the clauses from clause 16 to clause 18 shall be deleted; clause 15 shall become clause 14; clause 19 shall become clause 15, and each clause hereafter shall be advanced by four in order; clause 15 and clause 16 shall be deleted and substituted by the following; and in clause 37 the words "(Law No. _____, 1949)" shall be added next to the words "the Trade Union Law."

"Clause (15) To request for mediation of labor disputes involving a public welfare work to the Labor Relations Committee."

"Clause (16) To accept the proof and give certification from and to labor unions of the employees of the public corporations."

Clause 1 of Article 7 shall be deleted and substituted by the following:

"Clause (1) Businesses concerning enforcement of the Trade Union Law and the Labor Relations Adjustment Law (Law No. 25, 1946). Provided that the businesses under the provisions of Articles 5, 11, 18, 20-22 and 24-27 and of the provide of Paragraph 2 of the Supplementary Provisions of the Trade Union Law and the businesses under the provisions of Article 42 of the Labor Relations Adjustment Law which are performed by the Labor Relations Committee are excepted."

8. A part of the Transportation Ministry Establishment Law (Law No. _____, 1949) shall be amended as follows:

"In Article 4, Paragraph 1, clause 18 shall be deleted; clause 19 shall become clause 18 and each clause thereafter shall be advanced by one in order; in clause 25 the words "clause 50" shall be deleted and substituted by the words "clause 49"; and clause 19 shall be deleted and substituted by the following:

"Clause (19) To request for mediation of labor disputes involving seamen to the Maritime Central Labor Relations Committee and the Maritime Local Labor Relations Committee, (hereafter referred to as "Maritime Labor Relations Committee")."

In Article 57, the words "(Law No. _____, 1949)" shall be added next to the words "the Labor Relations Adjustment Law."

9. In other laws, "Trade Union Law (Law No. 51, 1945)" shall be substituted by "Trade Union Law (Law No. _____, 1949)".

FILEOK to file
C. J. B.
230KYUSHU MILITARY GOVERNMENT REGION
HEADQUARTERS AND HEADQUARTERS DETACHMENT
Fukuoka, Kyushu, Japan

JRS/igr

APO 24 Unit 5
28 April 1949

SUBJECT: Labor Dispute at Sakito Coal Mine, Sasebo, Kyushu, Japan

TO : Commanding General, Headquarters Eighth Army, APO 343
(Attn: Military Government Section)THRU : Commanding General, I Corps, APO 301
(Attn: Military Government Section) M Q

73

1. The labor union of subject mine went on strike 2 April 1949 for 24 hours in opposition to the abolishing of full time dormitory representatives.

2. When the management of this mine submitted the rules of the dormitories to the Labor Standards Bureau in July 1948, they authorized full time dormitory representatives for a period of six months. This rule could be changed by management at the end of this time.

3. On 18 January 1949 management notified the union that the system would be abolished 1 April 1949. This system of full time representatives has been abolished by every other mine in Kyushu except 4.

4. On 27 March 1949 the labor union organized a struggle committee. On 31 March 1949 representatives of the committee called at the office of the manager of the mine and asked for a formal answer to the problem by 1800 on 1 April 1949. The manager told the representatives he would take the problem to the general superintendent of the Mitsubishi Mining Co., Ltd., at Fukuoka, but it would be impossible to get a reply by 1 April 1949.

5. The struggle committee ordered the strike for 2 April 1949 without waiting for an answer from the general superintendent. The strike was also ordered without taking a secret ballot by the rank and file members of the union.

6. Management believes that they have the right to abolish the system and also to take disciplinary action against the persons responsible for the strike.

BA 12266

Ltr, Hq Kyushu Mil Govt Region, dtd 28 Apr 49, subj: "Labor Dispute at Sakito Coal Mine, Sasebo, Kyushu, Japan", cont'd.

7. Article 7 of the labor contract provides that any dispute between labor and management must be referred to a third party.

8. Labor requested arbitration after the strike had been called. Management did not request arbitration because they did not feel that it was a problem for a third party but a legal problem for them to settle.

9. Since the problem has been referred to the labor relations committee, management feels that their hands are tied until the arbitration committee renders a decision. If the decision is given in favor of labor on this matter, management will appeal to the Central Labor Relations Committee.

10. The prefectural labor relations committee of Nagasaki Prefecture is of the opinion that this dispute should be handled by their arbitration committee.

11. This headquarters agrees with the opinions of management and has informed labor and management of that fact.

FOR THE COMMANDING OFFICER:

Charles L. Bachtel

CHARLES L. BACHTEL
1st Lt SIG C
Adjutant

1298

BASIC: Ltr, Kyushu Mil Govt Region, dtd 28 Apr 49, subj: "Labor Dispute
at Sakito Coal Mine, Sasebo, Kyushu, Japan"

AG 004.07 - BA

1st Ind

MAY 16 1949

BBL/tc

Hq I Corps, APO 301,

TO: CO, Kyushu Mil Govt Region, APO 24-5

1. Details of basic letter have been forwarded to Eighth Army by telephone.

2. This headquarters, fully appreciates the interest and sincerity that motivates the actions of Military Government Labor Officers in the field, but strict compliance with current operational policy is directed. Military government labor officers will refrain from any active participation in labor-management disputes.

3. The continued tendency on the part of Japanese union and management officials to turn to military government for a solution of all their problems should be diplomatically but firmly discouraged by military government so the Japanese will use their own initiative and existent machinery to settle disputes.

BY COMMAND OF MAJOR GENERAL COULTER:

A. Seipel
A. SEIPEL
Lt Col, AGD
Asst Adj General



1266

Col. Holt
Sub. Baehle
Col. J. J. ...

PROCUREMENT SECTION, EIGHTH ARMY, INTEROFFICE CORRESPONDENCE
FUKUOKA BRANCH, FOURTH PROCUREMENT DISTRICT, APO 24-5

Weekly Activities Report, Week Ending 16 April 1949

I. GENERAL:

1. Inspections of the Special Procurement sub-offices at Kagoshima and Miyazaki were made this week by a group composed of Lieut. Osborn; Messrs. Nagaiwa and Wada. The SPB sub-office staffs in both locations appeared to be adequate. Suitable office space and office equipment are provided. Liaison with the Military Government Teams and Ken Governments was excellent in both cases. Appropriate representations were made by the group to secure full and correct submission of payment data. Both the Ken Government and the Military Government Teams recognized the importance of submitting this data properly and promptly and agreed to cooperate to this end.

2. The flow of payment data appears to have increased and the quality of information to have improved. This is no doubt due in considerable measure to the efforts of the SPB/Fukuoka Branch Procurement Teams which have been working through the SPB sub-offices with the various Ken Governments to secure proper handling of payment data. This office and the local SPB will continue to exert every effort possible to the execution of this task. The writer feels that this Branch is well on the way to a satisfactory solution of the task. Following is a resume of the situation with respect to Forms Pro 162:

Received	1091
Forwarded	523
On Hand	568
Delinquent over 10 days	212

3. Attention is invited to procurement demand JPNZ 5768 on the 21st Naval Air Depot, Omura. In this connection the total shipments of steel bars aggregate 22,057 kg., which represent an overshipment of 7,057 kg. MGP Form 30, dated 12 April 1949 shows the actual quantities shipped by sizes. It is recommended that the original PD be amended to reflect these amounts. The overshipment is presumed to result from an incorrect original inventory (No. 52-NGSH-4/A), and it was the intent to absorb the entire quantity of steel bars as reparations, hence the above recommendation to correct the PD to conform to actual quantities.

4. Reports from the local SPB indicates that they have been without funds to operate since 1 April 1949, the beginning of the current J.G. fiscal year. They have no definite idea when the necessary money will come down to them. To overcome this situation the local SPB has arranged with the Bank of Fukuoka to carry them on a loan basis in the interim. Request immediate action to make adequate funds available. The cost for payroll and liquidating contractor obligations is considerable, and the carrying charges on a bank loan of this proportion formidable and needless.

5. Lieut. W. J. Kurty, Ass't RPE, Sasebo made an inspection of the SPB warehouse Fukuoka on 14 April '49. Purpose: so that the planning for maintenance and minor construction may be centered around the presently available SPB stock of materials rather than items which are not stocked, hence will delay work order execution.

Weekly Activities Report, Week Ending 16 April 1949

6. In connection with JPNK 1086, calling for reconstruction of 2.7 miles of pavement on the Kitagata Road, Kokura, Kyushu, plans were not submitted with the procurement demand but were made up locally per agreement between the Engr., 24th Inf. Div. and the Fukuoka SPB. Expressed in meters the plans were 500 short, hence the job was bid and awarded short to the extent. In order to rectify the situation it is now necessary to renegotiate with the successful contractor, establishing a unit cost per meter, and awarding him a supplemental contract accordingly for the additional 500 meters. This was discussed with Mr. J. C. Lyons, and agreed to. The local SPB has been instructed accordingly.

II. ADMINISTRATION:

1. No personnel changes occurred during the period covered by this report. Herewith Chart as of 15 April 1949, Exhibit "A".

2. Maj. Holway and Sgt. Orr contemplate going to Yokohama for the meeting 26 and 27 April 1949.

III. MISCELLANEOUS:

1. Mr. J. Fukuma, Chief, Purchasing and Contract Div. Fukuoka Division, Fukuoka SPB left for Tokyo 2 April 1949 for a week's conference at SPB Headquarters.

2. No strikes directly effecting Occupational Force procurement were reported by the expediting staff of this branch or by the local SPB.

IV. EXPEDITING:


1. As of 15 April 1949 submission of MGP Forms 30, 31 and 32 was 50% indicating that 100% coverage should prevail as of 30 April.

V. WORK STATUS:

1. Total open demands in area:

JPNR-411, JPNO-253, JPNK-10, JPNY(2)-11

- a. Contacted 6 Manufacturers, 6 items on procurement demand.
- b. JPNK numbers used during the current period.
JPNK-8110, 8111, 8112
- c. (163) MGP 69 and/or Pro 136 were forwarded to Central Office during current period, as per list herewith - Exhibit "B".


EDWARD HOLWAY
Major, Chemical Corps
Branch Chief

File

2-ET

HEADQUARTERS I CORPS
APO 301 (Kyoto, Honshu)

FFA/fs/tn

AG 230.145 - BA

APR 1949

230

SUBJECT: Spot Reports on Labor Situation

APR 9 1949 10 40

TO : See Distribution

1. Reference Operational Directive 1, 5 January 1946.
Operational Directive 8, 31 January 1949.
2. In view of the present tendency on the part of the Japanese unions to conduct labor disputes on a local rather than national level, it is necessary for this headquarters to be adequately informed as to the latest developments on important disputes.
3. Information on the following subjects will be reported to this headquarters through channels by telephone promptly, both initially and when major changes in the situation occur:
 - a. Report on any strike involving:
 1. Communications
 2. Transportation
 3. Coal Production
 4. Electric Power
 5. Metal Mines
 6. Seamen
 7. Chemical Plants
 8. Any strike (regardless of size) which appears to reflect a change in labor trend or which may spread labor unrest or unemployment by affecting key industries of the area.
 - b. Give information on the following:
 1. How many workers and plants and areas affected?
 2. What is the issue involved?
 3. How does the strike affect Occupation Forces?
 4. What action has been taken by:
 - (a) Labor
 - (b) Management
 - (c) Labor Relations Committee
 - (d) Occupation Forces
 - c. Any need for information from or recommendation for action by this headquarters.

Ltr, Hq I Corps, AG 230.145 - BA, subj: "Spot Reports on Labor Situation",
dtd , cont'd.

- d. Report acts of violence.
- e. Report suppressive action by police authorities which encroach on rights of workers.
- f. Report any vacancies on Labor Relations Committee and give reason why same are not-filled.
- g. Report specific acts of prefectural government officials which seriously impede the labor program.
- h. Report any situation which, in your judgment, requires immediate action by this headquarters.

BY COMMAND OF MAJOR GENERAL COULTER:



C. C. CARTER
Colonel, AGD
Adjutant General

DISTRIBUTION:

- 2 ea MG Region & Team
- I Corps Z/R
- 3 AG Rec, I Corps

OITA MILITARY GOVERNMENT TEAM
APO 24 UNIT 2

LJJ/sf

230

1 April 1949

230

SUBJECT: Japanese Labor Serving the Occupation Forces

TO : Commanding Officer, Kyushu Mil Govt Region,
APO 24 UNIT 5

In compliance with verbal instructions, your headquarters, a new Japanese Manning Table is submitted herewith. Twenty-seven employees paid through Procurement Demand JPNO 4478 have been converted to requisitioned labor effective this date. PD JPNO 4478 expired 31 March 1949.

FOR THE COMMANDING OFFICER:

1 Incl:
Manning Table (dup)

LUTHER G. JONES, Jr.
Captain, TC
Adjutant

1st Ind

RDM/ky

KYUSHU MIL GOVT REGION, HQ & HQ DET, APO 24 Unit 5, 24 June 49

TO: Commanding Officer, Oita Mil Govt Team, APO 24-2

Approved

BY ORDER OF COLONEL HILTON:

1 Incl:
n/c

HENRY E. RAINBOLT, JR.
1st Lt, FA
Ass't Adjutant

Reports Control Symbol G-G

JAPANESE LABOR MANNING TABLE
for
OITA MILITARY GOVERNMENT TEAM

1 April 1949

1. Military Government Headquarters (Former Japanese Navy NCO Club), 3134-1 Oaza Oita-shi, Oita Prefecture
 Name of bldg and street address or location as shown on P.D.

One two story building, 9,469 sq ft
 size of property.

Procured by P.D.
 No. JPNR-555

2. Military Government EM Billets (Sumiyoshi Hotel), Motor Pool, Mess and Supply, Minami-machi, Oita-shi, Oita Prefecture
 Name of bldg and street address or location as shown on P.D.

One two story recreation building.
 One one story building used for supply, motor and storage.
One two story building, 40 beds.
 size of property.

Procured by P.D.
 No. JPNR-4063

3. Military Government BOQ and Transient Hotel, Kaihin Hotel, Beppu-shi, Oita Prefecture
 Name of bldg and street address or location as shown on P.D.

One two story building.
 Total floor space 10,980 sq ft
 Total land area 89,991.2 sq ft
40 beds, 22 rooms.
 size of property.

Procured by P.D.
 No. JPNR-43

Operational Functions of Organization:

Labor used for clerical duties, interpreters, translators, typists, mimeograph machine operator, janitor, firemen, maintenance employees, mess, supply, transportation.

Size of Organization:	T/A	Actual	T/A	Actual	T/A	Actual
	10	11	13	6	25	15
	(Officers)		(Civilians)		(Enlisted)	

Section I - Labor furnished by Procurement Demand.
 Type of Services rendered: Vehicular transportation.

<u>Category of Labor</u>	<u>No.</u>	<u>PD No.</u>
Driver	1	JPNO-830

Reports Control Symbol G-G

Japanese Labor Manning Table, Oita Mil Govt Team, dated 1 April 1949, cont'd.

Section II - Labor furnished by Procurement Demand: None.

Section III - Labor furnished by Labor Requisition:

<u>Category of Labor</u>	<u>Hqs</u>	<u>No. EMQ</u>	<u>BOQ</u>	<u>Total</u>
Building Manager	1	0	1	2
Clerks	1	0	1	2
Common Laborers	2	2	2	6
Cooks	0	2	2	4
Drivers	0	16	0	16
Guards	4	8	4	16
Interpreters	19	2	0	21
Kitchen Police	0	4	0	4
Mechanical & Skilled	5	9	5	19
Professionals	3	0	0	3
Stenographers	1	0	0	1
Technicians	22	0	0	22
Translators	6	0	0	6
Typists	3	0	0	3
Waiters & Waitresses	0	4	2	6
Maids	0	0	9	9
Gross Total	<u>67</u>	<u>47</u>	<u>26</u>	<u>140</u>

Approved by _____

for C.O. _____
Command Hqs

KYUSHU MILITARY GOVERNMENT REGION
 HEADQUARTERS AND HEADQUARTERS DETACHMENT
 Fukuoka, Kyushu, Japan

JRS/igr

APC 24 Unit 5
 25 March 1949

SUBJECT: Essentials in Drafting Union Constitution

TO: Commanding Officer, Fukuoka Mil Govt Team, APC 24-5
 Commanding Officer, Kagoshima Mil Govt Team, APC 970
 Commanding Officer, Kumamoto Mil Govt Team, APC 24-1
 Commanding Officer, Miyazaki Mil Govt Team, APC 24-2
 Commanding Officer, Nagasaki Mil Govt Team, APC 929
 Commanding Officer, Oita Mil Govt Team, APC 24-2
 Commanding Officer, Saga Mil Govt Team, APC 929

1. In order to implement the instructions received from the Labor Ministry in regard to enforcement of Article 2, Trade Union Law, the Labor Section of Kumamoto Prefecture drafted the attached essentials which should be included in a good union constitution.

2. Inclosure 1 forwarded for information.

BY ORDER OF COLONEL HILTON:

1 Incl:
 As indicated

CHARLES L. BACHTEL
 1st Lt SIG C
 Adjutant

ESSENTIALS IN DRAFTING UNION CONSTITUTION
KUMAMOTO LABOR ADMINISTRATION SECTION

CHAPTER I. GENERAL PROVISIONS

1. To state the name of the union and the location of the main office clearly. (Note) The location should be specific to the house number.

2. When it is an incorporation the fact should be stated as such. (Note) A union may acquire the status of legal person in accordance to Article 16 of the Trade Union Law. When the union owns property or owns capital to operate union enterprise, it is handy to acquire the status of legal person in order to designate the union itself as proprietor. The benefits of this system is in the fact that no income tax or incorporation tax will be imposed on properties such as welfare enterprise and mutual aid facilities.

3. The latitude of the union organization and its internal government should be stated clearly.

(Note 1) It is desirable that the latitude be limited to a unit in which a general meeting can easily be held.

(Note 2) The relation between the headquarters and local branches should be stated clearly in the internal government.

4. The latitude and qualifications of union members must be stipulated in details. (Note) Persons who should be excluded such as the following management personnel should not be included as union members. The qualifications of union members should be based, as a general rule, on the initiative of the union but actually, when concerning persons not very clear they are often judged by the circumstances of each individual enterprise and so it should be determined on consultation of the management and union. It is necessary that this be settled in the labor contract.

Whether they come under the following category or not depends on the final decision of the administrative office.

"Persons who represent the interest of the employer"

Persons who are in the position of control and supervision, persons who handle secret business, direct participator in the settlement of labor conditions.

Level 1

a. All company officers, and persons composing the board of directors or the like.

b. Factory Manager, Personnel and Accounting Section Chief, persons in position of receiving secret information concerning labor.

c. Persons who have authority on hiring, transfer and discharge. Persons who have authority in the decision of the company's administration on production, accounts, labor relations, liaison, law and other technical matters. Direct participators of the above.

d. Higher employees of labor section.

e. Persons who handle secret business relating to private secretary, personnel and labor.

f. Guards defending the company.

5. The object of the union must be in accord with the purport of the Trade Union Law. (Note) There is a tendency in general to deviate from the law and a narrow, biased interpretation taken.

6. The union business operated in order to attain the object of the union should be listed in a definite manner. (Note) It is meaningless to put down abstract business or to stipulate matters already guaranteed by the law.

CHAPTER II. VOLITION BODIES

7. The classification of volition bodies should be stipulated. (Note) The general convention should be the supreme organ. The decisive body of the executive organ should not be taken for the organ mentioned in this article.

8. The date and frequency of the general convention should be clarified. (Note) The general convention should be held at least once every month.

9. The quorum of the convention and necessary votes for decision should be stipulated.

10. In the management of the conference, the general principles concerning the election of chairman and the method of the decisions should be stipulated.

(Note) (1) To avoid having the union president as chairman, an appropriate person may be selected beforehand from outside the executive organ or elected democratically each time.

(2) The decision on vital matters (the outbreak of a strike, the establishment or revision of constitution and others) should be stipulated so as to acquire not only a majority but over two thirds or more than three fourths in favor of it and should be decided in a general secret ballot.

11. The proceeding of the conference, the designation of participators and the duty and authority of the chairman should be clarified.

(Note) (1) The chairman may participate in the general meeting to explain the bill or other matters when designated by the executive body.

(2) The authority of the chairman over the proceedings of the conference should be clarified.

(3) The inauguration of a strike, the revision of the constitution and other vital matters should be stipulated to be decided by vote.

12. The latitude of the bill presenters, the date of presentation and procedures should be clarified. (Note) That the executive body, a legislative body second to the convention, the joint signature of so many union members may be able to present a bill should be clarified.

13. The authority of the general meeting should be listed and clearly stated.

(Note) (1) Matters concerning the establishment of the constitution and by-law and its revision.

(2) Matters concerning the management of the Union.

(3) Matters concerning the approval of the budget and settlement of accounts.

(4) Matters concerning the election of main officials.

(5) Decide the number of the officials.

(6) Matters concerning the vesting of authority to the executive organ besides those stipulated in the constitution.

(7) Matters to be entrusted to the legislative body second to the convention.

(8) Matters concerning the outbreak and calling off of strike tactics.

(9) Matters concerning the expulsion of a union member.

- (10) The settlement of the dues of the union, and its use.
- (11) Matters concerning the election of a committee of auditors.
- (12) Matters concerning the dissolution of the union.
- (13) Matters concerning the affiliation to other labor unions and associations.
- (14) Other vital matters.

14. When the establishment of a legislative body second to the general convention is recognized, the organization, management and authority should be stipulated in details along the line of each clause in the general convention.

(Note) (1) These legislative organs and executive body should not be confused.

(2) The method of electing the composed members should be clarified. It is necessary that they be elected at the general meeting from among union members.

(3) In the various voting organs of nation-wide unions or federations, each local organization is the basis and the center in deciding the policy of the whole union. Therefore, the election of the delegates to the all union conventions and their authority or other rights should be definitely stipulated so that the organization, management and authority of the local organization voting body is autonomous.

15. Vital matters among matters which should be voted at the general meeting, should be listed and so stipulated that its decision will not be made unless two thirds or over are in favor of it and not by the majority vote.

(Note) The outbreak and calling off of a strike, the alteration of constitution and other vital matters.

16. The voting of the legislative body second to the convention should be stipulated in accordance to the general convention.

CHAPTER III. EXECUTIVE BODY

17. The names of the offices should be clarified.

(Note) (1) To consider whether the office will or will not be full-time work.

(2) The officers of the executive body, should be excluded from the members of the volition body members. The auditors are not officers of the executive body.

18. Stipulations concerning the appointments and removals of officers should be established and their election should be stipulated in the Chapter of Election. (Note) The officers are appointed or removed by the decision of the general meeting, an assistant office such as, clerks will be appointed or removed by the president. But thought should be given to appoint the treasurer at the general meeting or by the approval of the legislative body second to the convention when entrusted by the convention.

19. The duties, authorities and terms of offices should be clarified.

(Note) (1) The president's (executive committee chief), right to represent the union and his duties and authorities as an executive body should be listed definitely.

- (a) The convening and dismissal of the general meeting.
- (b) The drafting of bills
- (c) The drawing up of the budget and balance sheets.
- (d) Matters entrusted by the general meeting.
- (e) The right to participate in the general meeting.
- (f) The keeping of accounts.
- (g) The appointing and removal of assistants.
- (h) And the execution of matters decided by the voting body.

(2) In a democratic union, more importance should be attached to the volition body than the executive body and consideration should be taken not to the authority of the executive body infringe upon the authority of the general convention.

(3) In accordance to the president, detailed stipulations should be made up for each office.

20. When an executive body is a consultive organ such as the executive committee, its organization, management and authority and the relation to the executive committee chief should be clarified.

(Note) (1) When a consultive body concerning execution is to be established under the president, the relation between the president and the body should be clarified.

(2) The management of the consultive body should be stipulated in accordance to that of the general convention.

21. When business assistants or branch sections of the executive body is to be established, its organization and duties should be clarified.

(Note) (1) Necessary organs such as, technical committee may be established under the voting body.

(2) Do not establish privileged sections with independent regulations and independent activities such as youth's section or women's section.

(3) It is not desirable to establish a separate strike body during strikes other than the ordinary union body.

CHAPTER IV. ELECTION

22. The election of the union, as a general rule, should be a direct election (secret ballot) of all the union membership.

(Note) (1) The elections of the union are of the following:

(a) Union officials.

(b) Chairman.

(c) The members of the legislative body second to the general convention.

(d) Auditors. (To be elected from members outside the executive body).

(2) The establishment of an election supervisory committee, the date of the election, standing of candidates, election campaign, ballots, the counting of ballots, the success and other matters should be provided for in by-laws.

(3) The officials should be elected by secret ballot in a direct election of the union members once a year or more.

(4) A recall system of union members may be provided for against the executive body.

CHAPTER V. ADMISSION AND WITHDRAWAL TO THE UNION AND THE RIGHTS, DUTIES REWARDS AND PUNISHMENT OF UNION MEMBERS.

23. The procedures for admission and withdrawal to the union should be stipulated.

(Note) (1) Take notice of the relation to the shop system.

(2) Persons who have qualifications provided for in the union constitution should not be refused admission.

24. The rights, duties and punishments of union members should be stipulated.

(Note) (1) A union member should be able to request through the president for an inspection of the account books.

(2) Punishments for violation of constitution, confusing union control, defamation of union or other reasons may be provided for.

(3) It must be stipulated so that no member will be expelled solely on suspicions or without an impartial trial.

Expulsion should be decided at the general convention.

25. Rewards for union members should be provided.

CHAPTER VI. ACCOUNTS

26. The revenue of the union such as, entrance fees, union dues, donations and others, should be clarified.

(Note) (1) As to donations, it must be stipulated so that the independence of the union is not obstructed.

(2) The date of payment and amount may be stipulated in by-laws.

27. The drafting of the budget for the fiscal year and the making of balance sheets for the previous year. (stipulate the fiscal year.)

28. The money to be paid to the higher union should be clearly stipulated.

29. The responsibility concerning the custody of the union properties should be clarified.

30. Documentary evidences necessary in accounts and necessary books should be in order and in good custody.

31. An article should be inserted stipulating that no union fees will be returned.

32. The treasurer must receive the examination of the auditors stipulated in a separate article.

CHAPTER VII. REVISION OF CONSTITUTION AND DISSOLUTION
OF UNION

33. Provisions for revision of constitution should be established.

34. Provisions for dissolution of union should be established.

(Note) (1) Reasons for dissolution and procedures should be clearly defined. (cf. Article 14 of Trade Union Law)

(2) Method of settling accounts must be decided.

SUPPLEMENTARY PROVISIONS

The date of effect should be stipulated.

230.0032

Kyushu 1st Region

Toku-cho-Sho-Otsu-Hatsu

No. 102

March 18, 1949

To: Governors of To, Do, Fu and Ken
Directors of Branch Offices of the SPB

From: President of the SPB

Subject: Payment of Overtime Allowance

An instruction has been issued on the above subject by the 8th Army Adjutant General's Office on Feb. 16, 1949, addressed to each military agency, as "Japanese Nationals, Overtime Payments".

You are hereafter requested to pay attention to what stated below and to keep close connection with the local Military Government Team regarding handling thereof, and with respect to payment of overtime allowances, to strive for fairness taking into consideration the principle of the said instruction and not to miscarry in the execution thereof. Besides, I add here for caution's sake that an understanding of the 8th Army has already been obtained concerning the present subject.

1. In case an overtime work was done basing on order, it is natural that a wage for that work be paid.
2. In case on overtime work was actually done, but the allowance for it can not be paid to the worker because the approval of the labor officer on the time sheet regarding the fact, you are requested to appeal by the local Military Government Team for confirmation, and at the same time, to report promptly the details of circumstances to the Labor Department, SPB.
3. In case you have kept close connections with quarters concerned regarding the recent instruction on overtime work, and took various measures for it, but there is still a danger of bringing about hindrance on labor furnishing, you are requested to promptly report in detail the circumstances to this Labor Department.

Toku-cho-sho-otsu-hatsu No. 105

March 25, 1949

To: Governors of To, Do, Fu and Ken

From: President of the SPB

Subject: Change of service procurement policy which is planned to be enforced by the Occupation Forces for Curtailment of Expenditures.

The General Headquarters for the Allied Forces has, from the viewpoint of reconstructing the Japanese economy, now changed their service procurement policy hitherto practised, and has classified each service contract into either of five types as shown by the annex, and has been studying measures to be taken regarding individual service contracts; some to cancel P.D.; some to change formula of contract. Whereas some change of the procurement formulas (for instance, the change over of JPNO P.W. to L.R.) having been enforced, I report you the outline of policy of the change by the annex. Accordingly, you are requested to fully understand it and to keep specially close connection with branch offices and dispatched stations concerned of this Board regarding business transaction relative to enforcement of the present subject, and not to miscarry in compliance with following heads.

(Report)

1. With regard to change over from P.D. to L.R., it is already instructed to branch offices of this Board to report to this Board (Operation Bureau), and to connect with To, Do, Fu or Ken concerned, but you too are requested to report immediately to Chief of the Labor Department, Operation Bureau of this Board regarding change over from P.D. to L.R. pursuant to the present change of procurement policy.

(1) Matters to be reported relative to change of service procurement formula.

(The form of the report will be as follows)

1. No. of P.D. changed and the name of installations.
2. Substance of works of the installations.

Forces.

- b. Persons among the above handed over from the previous contractor.
 - c. Persons newly hired.
 - d. Number not filled yet.
7. Wage measure taken at the time of change over.
- a. Whether the allowance for notice of dismissal is paid or not.
 - b. Whether the retirement allowance is paid or not.
 - c. A measure taken for dormitories and other labor installations.

(Caution)

As this report will be a material for adjustment of the labor management structure, you are specially requested to report promptly.

In case matter of 7 are uncertain, from 1 to 6 will be report omitting 7, which will be reported afterwards.

(2) Form of Report.

Report on Change of Service Procurement Formula. Date:

To. Do. Fu or Ken

(1) Symbol & No. of P.D. and name of installation	(2) Subst- ance of work	(3) Name of contractor previous to change over	(4) Date of change	(5) No. of employees previous to change over	(6) After L.R. en- ployees demanded
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change over

(7) Wage measure at time of change over

No. of em- ployees hand- ed over	No. of em- ployees new- ly hired	No. not filled yet	Whether dismiss- al allowance is paid or not	Whether retire- ment allowance is paid or not	Others
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Measures taken re-
garding installations.

(Hand over of employees)

II. With regard to persons changed over from P.D. to L.R., you are requested to furnish immediately and completely the laborers demanded. In this case, you are requested to change on bloc, as far as possible, these employees who have been previously employed at the working place on P.D. to L.R. employees to serve at the working place concerned by obtaining cooperation of the local Military Government Team and by an understanding of the previous P.D. contractor and employees, and thus to endeavor for promptitude of labor furnishing, for prevention of separation of workers from jobs and for curtailment of expenditures.

(Decision of Wages)

III. The employees who have been changed over from P.D. to L.R. as stated above will be the newly adopted as L.R. employees, but the decision of their wages are requested to be properly made taking into consideration the person's experience, ability and previous wage, and within the frame set down in wage regulation, investigating the balance with wages of L.R. employees.

(Labor management officials)

IIII. Regarding secur keeping of labor management officials corresponding with increase of L.R. employees, it is separately under study at present, but you are requested to act for the time being in accordance with the separate Notification "Regarding Temporary Measure of Business performance relative to Management on L.R. Employees Increased by Change Over of P.D. Pursuant to the Change of Procurement Policy for Curtailment of Expenditures."

Annex:

1. Category 1 (Cancel-Non-essential)

a. Architect Engineer to be reduced to a minimum number consistent with requirements, based on the presumption that new construction has practically been completed and there will be little if any new construction approved in the future. It is considered that one architect engineer contractor under contract for each of the following is sufficient to provide this type service.

- (1) General Headquarters, Engineer
- (2) Headquarters and Service Group
- (3) Headquarters, Far East Air Forces
- (4) Headquarters, Eighth Army
- (5) Headquarters, 5th Air Force
- (6) I Corps
- (7) IX Corps

b. Use of Japanese procured vehicles by the M.G. is considered unessential in view of the availability of Ordnance Vehicles normal channels.

c. Maintenance of exterior roads which are not a primary access road. They are a maintenance responsibility of the Japanese Government.

d. Cable car service at golf club excluded as not commensurate with the usage and cost.

e. New construction should be accomplished by "Construction Procurement Demands" rather than "Service Contract".

f. Repair and rehabilitation of canvas Jeep tops is a service available through Ordnance facilities as recommended by Ordnance Officer.

g. Bicycles for organizational use will be obtained through normal supply channels. Maintenance will be performed by the using unit. Bicycles for Special Service facilities, etc. may be secured by:

- (1) Outright procurement on reimbursement basis
- (2) Operation of a concession by the Japanese owner, with payment in yen by the individual

h. Painting and body repair on Government Vehicles as recommended by Ordnance officer as facilities are available through normal Ordnance channels.

i. Printing services should be obtained from FEC Printing Plant.

j. Fire protection for Occupation Force housing and facilities which are a part of municipality will be provided by the Japanese Municipal Government at no cost to the occupation.

k. Piano tuning will be done at the expense of the individual organization, or agency desiring such service.

2. Category 2 (Cancel, delete labor and re-issue for materials only.)

a. QM sales stees, commissaries, and gasoline stations have available sufficient supervisory personnel to permit their operation by use of Japanese laborers employed through laboreres requisition.

b. QM bakeries operated in American facil ties have supervisory personnel available.

c. Motor pools under the supervision of assigned military and civilian personnel together with Japanese foreman are adaptable to the use of requisitioned labor. Acquisition of this labor by requisition would comply with Public Law 141.

d. Billets and special service hotels, staffed with military and civilian supervisory personnel can be operated by requisitioned labor due to the nature of employment and availability of help.

e. Personnel for operation and maintenance of golf course facilities; i.e., plant, buildings and grounds will be limited to the number necessary to perform normal duties of this nature under military supervision. Public Law 141 is applicable.

f. Building maintenance, an Engineer responsibility, to be accomplished through supervision of directly employed labor. Compliance with Public Law 141 is thereby effected.

g. Bi-monthly plumbing inspections and maintenance of Yokohama Area buildings is R & U responsibility adaptable to directly employed labor.

h. QM fixed laundry and dry cleaning plant - U.S. facilities have supervisory personnel and should be operated by requisitioned labor.

i. Unloading of supplies at railroad, subsequent handling, housing and warehousing in American facilities should be with requisitioned labor, supervised by QM personnel. Public Law 141 applies.

j. Repair of tires and tubes should be by requisitioned alber with supervision by Ordnance (11th Airborne Division)

k. Stevedering, depot operation military facilities; and JOSCO terminal operations are same as h. above. Public Law 141 applies.

l. Packing and crating will be accomplished as an R & U activity using requisitioned labor under military supervision Materials and supplies will be provided under R & U facilities are not available, this service may be procured on a job basis with bids solicited from at least three competitive bidders as an exception to usual bid procedure through the Japanese Government, Export specifications for packing and crating must be met and will be checked by qualified military personnel.

3. Category 3 (Re-issue to limit labor and materials)

a. Fire fighting equipment permanently located on a post, camp, station or Air Force may be procured at a fixed limit for personnel, equipment, and total cost.

b. Drydocking, scraping and painting of ship-determined to be too flexible a job for an end item or end service contract. Therefore, a limit in yen expenditure has been recommended.

4

4. Category 4 (Cancel and re-establish on lump sum basis)

a. Operation and maintenance of Japanese owned buses feasible on a mileage and/or hourly basis.

b. Operation and maintenance of Japanese owned laundries and tailor shops are normally operated on a piece work or bundle basis.

c. Printing services, where the contractor furnished personnel and facilities, and FEC plant is not available, is a normal and item contract service. Payment by line, quantity or column inch, all bases on quantity requirements.

d. Requirements for bearings, bushings, washers and related items for automatic repair which are not available through normal supply channels will be procured on P.D. as a supply item.

e. M.G. organizational maintenance of U.S. Army General Purpose Vehicles - by reason isolated geographical location with regard to Ordnance support. Per Vehicle job.

f. Repair and maintenance of pool and billiard tables. Specialized service, intermittently rendered. Unit repair - so much per table.

g. Horses, boats, and similar recreational equipment may be obtained on end service contract and fully reimbursed, or on a concession basis with the Japanese owner paid directly or indirectly a fixed yen amount by the individual user.

h. Renovation of mattresses and pillows accomplished the indigenous facilities. Payment by unit renovated.

i. Refrigeration repair of a specialized nature which cannot be performed by R & U personnel may be secured on an emergency job basis or lump sum contract.

5. Category 5 (Continue pending evaluations)

a. Port operations involve extensive use of labor which cannot be placed under contract without violation of Public Law 141. Detailed study will be made to effect such operation on a tonnage basis and recommendations made to GHQ.

b. Recovery operation conducted for Graves Registrations is so small and sensitive as to warrant continuance on present basis.

c. Ordinance "Big 5" operation will require additional study and exploration before a firm and item or end service charge can be determined.

d. Installation and repair of machinery under 8th Army QM control. Details, specific nature and scope of work breakdown lacking. Returned for justification and resubmittal.

Toku-cho-sho-otsu-hatsu No. 117

March 26, 1949

To: Governors of To, Do, Fu and Ken
From: President of the SPB
Subject: Change Over of Employees Pursuant to
 Change of Service procurement Policy

It is as notified on March 23 by Toku-cho-sho-hatsu No. 105 regarding the change over of service contracts which are being executed at present, but with respect to the limit of employees to be changed from P.D. to L.R., it is conjectured that the Allied Forces are making full consideration to take measures to approve a temporary increase of the fixed personnel number so as to make possible the change over of P.D. laborers heretofore in employment to L.R. employees as they are. Accordingly, you are requested to appeal the local Military Government Team at the time of this time's change over, to strive best to carry out completely the transfer, and to pay attention not to miscarry in the execution thereof so as to prevent unrest and agitation of laborers.

P.S. Let me add here for caution's sake that the service procurement mentioned in this subject is not only the so called service procurement in a narrow meaning but indicates procurement of JPNO type too.

FILE

HEADQUARTERS I CORPS
APO 301 (Kyoto, Honshu)

SD/no

230

AG 003 - BA

SUBJECT: Working Hours in Shipyards

MAR 7 1949

- TO :
- Commanding Officer, Chugoku Military Government Region, APO 248
 - Commanding Officer, Kinki Military Government Region, APO 25
 - Commanding Officer, Kyushu Military Government Region, APO 24, Unit 5
 - Commanding Officer, Shikoku Military Government Region, APO 1050
 - Commanding Officer, Tokai-Hokuriku Military Government Region, APO 710
 - Commanding Officer, Kobe Base, APO 317

1. SCAPIN-1967, subject: "Working Hours in Shipyards," 26 January 1949 has been previously distributed to military government units.

2. The purpose of this SCAPIN is to expedite the repair of particular vessels by Japanese shipyards. At the present time the Supreme Commander for the Allied Powers has not named any specific vessels or shipyards to which this SCAPIN will apply. Information will be furnished through technical channels when the provisions of this SCAPIN are to be in effect.

3. Routine surveillance is necessary on this activity at designated locations and will be reported in normal Military Government Activities Reports.

BY COMMAND OF MAJOR GENERAL COULTER:

A. Seipel
A. SEIPEL
Lt Col. AGD
Asst Adj General

1 Incl:
SCAPIN 1967

136

**BASIC: Ltr, Hq I Corps, dtd 7 Mar 49, subj: "Working Hours
in Shipyards".**

1st Ind

ERM/igr

KYUSHU MIL GOVT REGION, HQ & HQ DET, APO 24-5, 11 March 1949

**TO: Commanding Officer, Fukuoka Mil Govt Team, APO 24-5
Commanding Officer, Kagoshima Mil Govt Team, APO 970
Commanding Officer, Kumamoto Mil Govt Team, APO 24-1
Commanding Officer, Miyazaki Mil Govt Team, APO 24-2
Commanding Officer, Nagasaki Mil Govt Team, APO 929
Commanding Officer, Oita Mil Govt Team, APO 24-2
Commanding Officer, Saga Mil Govt Team, APO 929**

Forwarded for your information.

BY ORDER OF COLONEL HILTON:

**1 Incl:
n/c**

**CHARLES L. BACHTEL
1st Lt SIG C
Adjutant**

GENERAL HEADQUARTERS
SUPREME COMMANDER FOR THE ALLIED POWERS
APO 500

AG 560(28 Sep 45)ESS/IND
SCAPIN 1967

28 January 1949

MEMORANDUM FOR: JAPANESE GOVERNMENT

SUBJECT: Working Hours in Shipyards

1. References are:

a. Memorandum for Japanese Government from General Headquarters, Supreme Commander for the Allied Powers, AG 560(31 Dec 45)ESS/IN, SCAPIN 530, subject: Working Hours in Shipyards, 31 December 1945.

b. Memorandum for Japanese Government from Office of the Supreme Commander for the Allied Powers, AG 560(28 Sep 45)ESS. subject: Availability and Utilization of Non-Combatant Japanese Shipping, 28 September 1945.

2. Memorandum reference 1a is hereby rescinded.

3. Paragraph 1a of memorandum reference 1b is rescinded and the following substituted therefor:

a. All shipyards engaged on Occupation Forces requirements shall operate on a twenty-four (24) hour day, seven (7) day week basis, when so directed by General Headquarters, Supreme Commander for the Allied Powers. Insofar as requirements are concerned, the following shall be defined as Occupation necessities.

- (1) Occupation Force vessels
- (2) American owned, Japanese manned vessels
- (3) Vessels handling Occupation Forces cargoes
- (4) Repatriation vessels
- (5) Vessels engaged in support of foreign trade programs sponsored by General Headquarters, Supreme Commander for the Allied Powers, such as the Persian Gulf shuttle
- (6) As necessity arises, other vessels and types of work which may be directed.

FOR THE SUPREME COMMANDER:

/s/ R. M. Levy
/t/ R. M. LEVY,
Colonel, AGD,
Adjutant General.

Incl 1

FILE

KYUSHU MILITARY GOVERNMENT REGION
HEADQUARTERS AND HEADQUARTERS DETACHMENT
Fukuoka, Kyushu, Japan

JBS/igr

APO 24 Unit 5
4 March 1949

230

SUBJECT: Magazine Release: "Fate of Trade Unions in Baltic Countries"

TO : Commanding Officer, Fukuoka Mil Govt Team, APO 24-5
Commanding Officer, Kagoshima Mil Govt Team, APO 970
Commanding Officer, Kumamoto Mil Govt Team, APO 24-1
Commanding Officer, Miyazaki Mil Govt Team, APO 24-2
Commanding Officer, Nagasaki Mil Govt Team, APO 929
Commanding Officer, Oita Mil Govt Team, APO 24-2
Commanding Officer, Saga Mil Govt Team, APO 929

Enclosure 1 from General Headquarters, Supreme Commander for the Allied Powers, Civil Information and Education Section, subjects: "Magazine Release: 'Fate of Trade Unions in Baltic Countries'", dated 19 January 1949, is forwarded for your information. We suggest this be given all publicity possible, in prefectural newspapers---as basis for editorials, on the radio, and by distribution to labor and management.

BY ORDER OF COLONEL HILTON:

1 Incl:
As indicated.

CHARLES L. BACHTEL
1st Lt SIG C
Adjutant

C O P Y

GENERAL HEADQUARTERS
 SUPREME COMMANDER FOR THE ALLIED POWERS
 Civil Information and Education Section

MAGAZINE RELEASE:

19 January 1949

FATE OF TRADE UNIONS IN BALTIC COUNTRIES

By Johannes Mihkelson

---From International Free Trade Union News - July, 1948
 (Published by the Free Trade Union Committee of the American Federation of Labor)

Johannes Mihkelson was for many years a leading figure in the trade union and political movements of Esthonia.

In 1940, when the Russians took over Esthonia, high-sounding promises to improve the lot of the workers were the daily catch-words. In reality, the Esthonian private economy was replaced by a state economy after the Soviet pattern, and the Communist Party ---with the N.K.V.D. secret police as its right hand---became the nation's governing body.

The essential purpose of the Soviet labor code is not to protect the workers, but to safeguard state industry against the worker. For example, no worker or employee may terminate his contract without the express permission of the director of the factory in which he is employed. Those who do are subject to indictment before the Peoples' Tribunal and face a sentence of two to four months in prison. In addition, the Peoples' Commissars have unlimited "discretion" in ordering the transfer of workers from one factory to another.

Many Esthonian workers, fishermen and sailors are nowadays in the Far East, Kurile Islands and Kamohatka. These deportations are accompanied by a reverse process under which Russians are coming into Esthonia. This Russification is going on constantly.

"Corrective" labor penalties of six months plus fines of 25 per cent of earnings are imposed on workers absent from their jobs without a valid reason; a similar fate faces those who report more than 20 minutes late or go home more than 20 minutes before the end of the work day. These penalties are in accord with the oft-repeated Bolshevik slogans: "Work must be carried on for 480 minutes a day, and every single one of those minutes must be spent in work." If a worker repeats one of these offenses, he may be condemned to a term in a penitentiary. Even adolescents

are subject to the same criminal code.

Thus, the Estonian worker has been deprived of the right or opportunity to make decisions on his place of work and residence. These decrees came not during the war but at a time when Soviet Russia was at peace.

Under the Sovite code of labor, a worker is made responsible in a thousand different ways for damage or loss, facing a charge as high as the five-fold value of the materials involved. The amount is deducted from wages without court authorization.

As for the right to organize in free trade unions, the Estonian workers lost that some time ago. At the beginning of the first occupation, the former free Estonian trade unions were reorganized into corporations on the Soviet pattern with compulsory membership. On the other hand, some Estonian workers were not permitted to join because they were "politically unreliable."

The Soviet trade unions are instruments devoted to the service of the state industry. Their function is to sweat the workers as intensively as possible by organizing "socialist" competitions, by applying Stakhanovite working methods, by agitating for the introduction of piece-work in every conceivable field of labor.

The workers' councils and the factory elders---bodies which used to be freely elected by the workers themselves---were abolished under the first Soviet Russian occupation. In close collaboration with the free Estonian trade unions, these bodies had successfully defended the rights of the workers. The ordinance abolishing these institutions contained the following words (Gazette of the Estonian Socialist Soviet Republic, No. 6, 1940):

"The workers' councils and the factory elders came into being principally for the defense of the workers' rights during the unrelenting class struggle of the working classes. Since in a socialist state there are no exploiters and exploited, the factory elders and workers' councils, as organizations of the class struggle of the workers, are therefore no longer necessary. They will be superseded by factory committees of the trade unions whose task it will be to educate the workers to a socialistic attitude toward work, to enhance labor discipline, to organize socialist competitions, etc."

Membership dues---1 per cent of earnings---are deducted from wages on payday. The members have no voice in the direction of their trade unions. Candidates for the factory committees are nominated at general meetings of the workers by the local Communist Party cell and the resulting "elections" are confirmed by

the district or municipal committee of the Communist Party.

Factory committees then "elect" delegates to the meetings where the union executive is chosen, but in this case confirmation is by the Central Committee of the Communist Party. All major decisions of the factory committees or trade union executives are subject to preliminary approval by the Communist Party. Control is so complete that the texts of such "decisions" are very frequently presented by the Communist Party to factory or union meetings.

The Esthonian workers' attitude to the factory committees is revealed in their nickname of "sweating committees". All funds and properties of the free trade unions were transferred to Communist-controlled unions.

The unions also serve as a mouthpiece of direct political propaganda---for example, by establishing in Esthonian factories "Red Corners" to replace the sacred corners customary in Czarist days.

Moreover, the Esthonian trade unions have been woven into the network of spying and persecution of the M.V.D. Labor protection is sinking steadily, as illustrated by the repeal of the ban on employment of women in underground mining. Class distinctions are today greater than even under the first Soviet occupation.

It is hardly necessary to add that the Esthonian workers have lost the right to strike and freedom of political association.

Almost all the well-known trade union leaders have been deported since the Baltic states were taken over by Communists. In Esthonia, Maxim Unt, as Commissar of Labor, opposed certain Russian measures in an attempt to bring some order into a disorganized situation. Even though he was a left-wing Socialist and trade unionist and had been first Police Minister in the so-called Red National Government, Unt disappeared after he was summoned to the office of Shkurin, chief of the local N.K.V.D. The same fate befell Paul Baumann, Deputy Commissar of Labor, who had spent 12 years in Esthonian prisons because of his revolutionary activities. These men were followed by many others who had gone over to the Communists at the beginning of the occupation in order to be in a position to defend the workers' rights and to protest against Russian corruption.

Under Soviet occupation, numerous Social Democrats were arrested and, if not liquidated on the spot, deported to slave labor camps in Russia.

Victims in the trade union movement included Jaan Piiskar,

former president of General Federation of Esthonian Trade Unions; August Gustavson, vice-president of the General Federation of Esthonian Trade Unions and I.L.O. representative in Esthonia; Joosep Rukki, chairman of the Esthonian Railwaymen's Union and delegate to the International Transport Workers' Federation; Victor Rutnik, secretary of the Esthonian Railway Workers' Union; Juhan Kurvits, president of the Esthonian Workers' Chamber and member of the executive committee of the Esthonian Typographical Workers' Union; Mihkel Mihkelson, Member of Parliament and vice-president of the Esthonian Landworkers' Union; Leopold Johanson, Member of Parliament, secretary of the League of Esthonian Sick-Benefit Funds and former Minister of State.

On June 14, 1941, over 11,000 persons were arrested and subsequently deported, and approximately 1,800 Esthonians have been liquidated by the N.K.V.D. without trial. About 64,000 Esthonians were lost under the first Russian occupation.

In Latvia, on June 14, 1941, the Soviet authorities deported 14,000 people, divided into 39 categories, to Siberia. The deportees included both of the presidents of the Latvian trade union executive committee, J. Visnia and A. Veckalns. Visnia had been active in the 1917 Revolution, while Veckalns had long been in a concentration camp under the Ulmanis dictatorship.

The many progressive social laws and institutions of the former democratic Latvia have been wiped out and the workers' living standards reduced to about one-third their former level.

The continuing arrests, disappearances, deportations and mobilizations, coupled with the steady process of Russification, amount to a systematic destruction of the national identity of the Baltic peoples.

FX 605

SPECIAL PROCUREMENT BOARD
FUKUOKA BRANCH

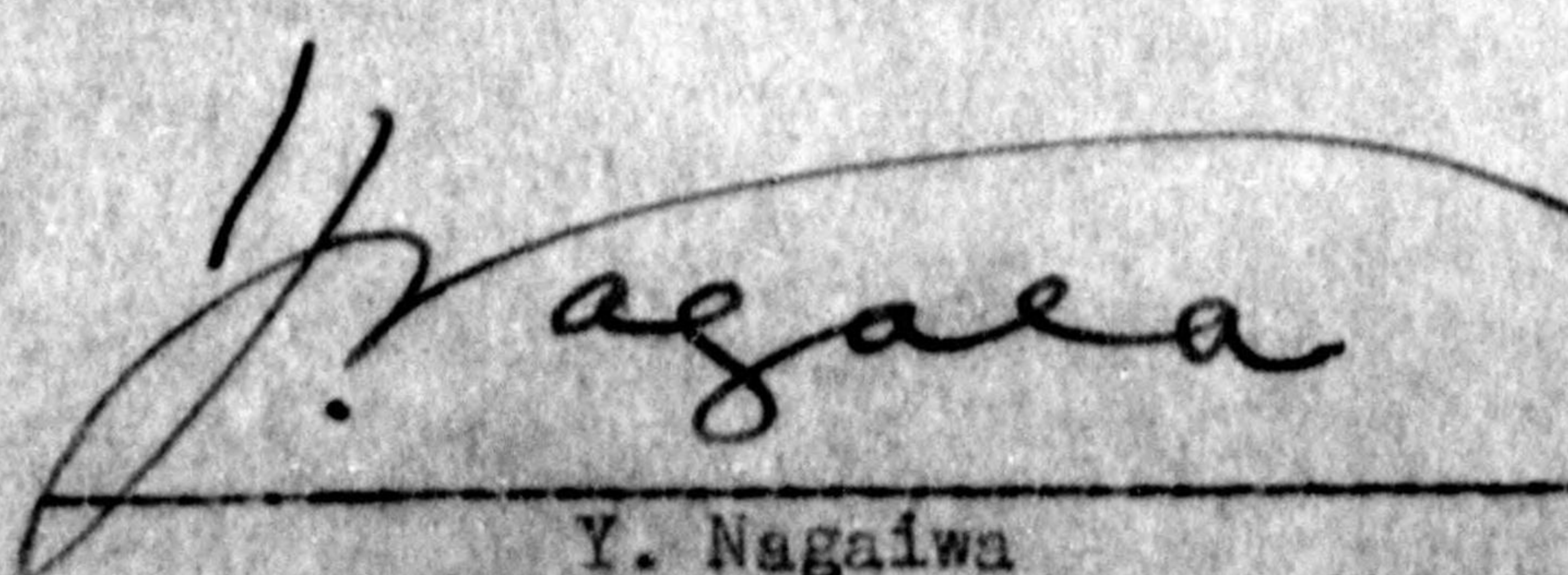
28 February 1949

3/11
Page 1 of 5 p's.

Subject : Labor Functions
To : Major Holway, IV Procurement District, Branch Chief
Reference : OPNS Memo 745, Dated 9 Dec. '48

1. Our investigation reveals that more than a half of references listed in the said Memo was received and kept in files by this Branch as per checked in red pencil.
2. Attached is a report describing labor function performed by this Branch since it was set up in February, 1948. It shows that no serious troubles occurred between AMG Teams and this Branch.
3. Your attentions is invited to the recent case of the close-out of the Kyushu Automobile Co's Kashii Plant. This Plant, located in the compound of the Ordnance Corps, was instructed by Col. Fawcett to be closed by 28 February '49. Over 100 workmen are expected to loose their job. Repeated negotiations are under way between the Management and Labor. The latter is reported to be backed up by communists. The contractor needs a considerable sum of money for the payment of wages, retiring allowances etc., which is estimated at several million yen. This Branch could succeed to persuade the Bank of Fukuoka to grant a loan of ¥4,000,000 to the contractor for this purpose. An amicable settlement is forseen. Detailed report will be submitted to you later.

Enc : Labor Report


Y. Nagaiwa
Director of
S.P.B. Fukuoka Branch

Page 2 of 5p's

Report on Labor Functions

1. Scope of Activities.

So long as labor functions are concerned, this Branch is responsible for such activities as mentioned below as per instructed by Tokyo Central Office:

- (a) to expedite the functions performed by Ken Governments.
(Copies of reports submitted by Ken Governments to M.G. Teams and SPB Tokyo are requested to be forwarded to this Branch. This Branch is in a position to instruct Ken Gov'ts to make them to correct their errors or to submit reports promptly.
- (b) to assist Ken Governments to settle labor disputes whenever necessary.
- (c) to adjust labor functions between different Ken Governments.

2. Personnel.

Labor Section, Opr. Dept., started its functions 6 February '48 onward. 6 people were assigned to this Section in preparation for the increasing requirements. However, it was found out later that most of labor functions were in the hands of Ken Government and the personnel assigned to this Section was decreased to meet minimum requirements accordingly. Only three people are working in this Section at present.

3. Primary Cases Handled by this Branch.

- (a) Labor dispute at Oita.

Page 3 of 5 p's

A serious dispute took place at Oita last year. Labourers who are working at an O.F. laundry plant requested overtime allowances. Strenuous efforts were made by Ken Gov't to settle the dispute in vain. SPB man was sent to Oita to negotiate with the O.F. officer. Careful investigation disclosed that labourers' request was undue and Ken Gov't was instructed to persuade laborers to give up their request. This was done and everything was settled amicably.

Labor side was dissatisfied also with the treatment by O.F. of those laborers who are sick and can not work. The Army revealed its views that it was willing to treat them as required by regulations whenever they requested it through usual channels Ken Gov't was requested by this Branch to let labor side know of the views of the Army.

(b) Labor dispute at Beppu.

Boiler men working at Camp Chickmauga requested better pay on the ground that they were less paid. This was due to the fact that they were LR workers before they were employed under P.D. SPB Tokyo suggested that Ken Gov't should operate laundry business so as to meet laborers request. Prevailing circumstances such as the number of Ken people who were in charge of maintenance, however, prevented Ken Gov't from doing so. OF advised labor side to withdraw its request and the latter accepted it.

(c) Inquires.

A lot of inquiries was made by Kumamoto, Oita, Kagoshima prefecture as to the interpretation of Labor regulations and how to adjust the discriminate treatment of PD workers and LR employes. Detailed instructions were given to them by this Branch on every occasion.

(d) Discharge of Japanese guards.

All Japanese guards for isolated DHs were fired on and from 1 April '48. Exception was such guards who were employed under LR. Scapin 1872 and the delay of issuance of LR caused such guards unexpectedly to be unable to get paid. Requests were made by this Branch to SPB Tokyo and Finance Ministry in an attempt to make them paid.

(e) Investigation.

An investigation was made with regard to a scandal happened at Sasebo Labor Office last year. Vernacular papers reported that some of Ken people were involved in the case and arrested by police. A foreman was said to submit padded bills purposely to Ken Gov't and got paid for the duration of months. Ken people was reported to have known it and still paid them.

(f) Report

Various labor reports were prepared and submitted to SPB Tokyo to help them to establish a definite policy.

Page 5 of 5 ps

(g) Conference.

First attempt was made in 16 July '48 by this Branch to exchange views and opinions in the hope of pursuing labor functions smoothly. A bi-monthly conference was decided. Second conference was held at Beppu on 26 Sept '48.

It was decided later that this conference be merged into the Labor Conference which was scheduled to be opened every two month and attended by labor section chiefs of Ken Gov'ts in Kyushu.

4. Conclusion

Labor Section of this Branch is expected to be closed by 31 March '49. This section, although it was not given a full scope of authority in pursuit of its functions, deserves to boast of its work accomplished. Labor functions will be performed by Co-ordination Section who is planned to take the place of Labor Section after the latter was repealed. The Para 3 of the above Memo 745 is sure to encourage us to do our duties and we hope most earnestly we can accomplish our given responsibilities with your valuable assistance.

KYUSHU MILITARY GOVERNMENT REGION
HEADQUARTERS AND HEADQUARTERS DETACHMENT
Fukuoka, Kyushu, Japan

ERM/igr

APO 24 Unit 5
25 February 1949

230

SUBJECT: Handling of Strikes in Kyushu

TO : Commanding Officer, Fukuoka Mil Govt Team, APO 24-5
 Commanding Officer, Kagoshima Mil Govt Team, APO 970
 Commanding Officer, Kumamoto Mil Govt Team, APO 24-1
 Commanding Officer, Miyazaki Mil Govt Team, APO 24-2
 Commanding Officer, Nagasaki Mil Govt Team, APO 929
 Commanding Officer, Oita Mil Govt Team, APO 24-2
 Commanding Officer, Saga Mil Govt Team, APO 929

1. SCAP officials in speeches implementing the Nine-Point Stabilization Program have very forcefully told labor that there should be a cessation of strikes pending stabilization of the Japanese economy to a point where profits can accrue that would justify wage increases. In order to provide for wage increases, production must reach a point where there are profits in excess of legitimate return for investors and necessary repair and improvement of plant facilities.

2. In view of this clearly announced policy, this headquarters will make every effort to discourage strikes. This effort will begin as soon as there is tangible evidence that a strike is being fomented or a dispute declaration has been made. The labor officer of the region will promptly secure from the team the most accurate data available from team labor officer concerned, and will promptly report to the Commanding Officer. The region legal officer will also be informed, and the action to be taken by military government will be planned. This action should ordinarily fall into one of three alternatives:

a. Instructions to team of action, direct or indirect, to be taken by team or recommended to Japanese officials or labor and management.

b. Calling of strike leaders to this headquarters.

c. Sending out of officers from this headquarters to assist team officers in handling problem.

3. The Commanding Officer will be daily informed of the

Ltr, Hq Kyushu Mil Govt Region, dtd 25 Feb 49, subj: "Handling of Strikes in Kyushu", cont'd.

developments in any strike situation.

4. Team labor officers will be required to report all strikes being fomented. Immediate education by team labor officers will be instituted with unions involved in an all-out effort to prevent strikes.

5. Once a strike has occurred, it may be decided that the problem concerns the legal and government officers as much as or more than the labor officer. The region legal and government officer will have organized a panel of Japanese procurators who will be required to go to scene of strike and advise local officials on legality of strike tactics and require necessary action by them where illegal tactics are involved.

S. C. HILTON
Colonel FA
Commanding

KYUSHU MILITARY GOVERNMENT REGION
 HEADQUARTERS AND HEADQUARTERS DETACHMENT
 Fukuoka, Kyushu, Japan

JRS/tn

AP0 24 Unit 5
 21 February 1949

230
 SUBJECT: Outline of Talk by Mr. C.L. Edgar, ESS/LA

TO : Commanding Officer, Oita Mil Govt Team, APO 24-2
 Commanding Officer, Miyazaki Mil Govt Team, APO 24-2

1. The attached inclosure is forwarded for your information.

2. A conference was held in Fukuoka 17 and 18 February by Mr. Edgar of the Labor Relations Section of SCAP. The Prefectural Labor Policy Sections, the Prefectural Labor Relations Committees and representatives from both management and labor attended.

3. Mr. Edgar pointed out that of all union constitutions and contracts in Japan very few were worth the paper they were written on. He also stated that any contract or constitution should have as a minimum the separate clauses listed in the attached inclosure.

4. It was stressed to the entire group listed in paragraph one (1) that from now on the various Labor Laws, in particular, Article 2 of the Trade Union Law would be enforced. (Your attention is invited to Coal Bulletin No. 20, dated 7 February 1949). It is the opinion of this headquarters that most of the unions in Japan could be deregistered for violation of the above article.

5. All possible time should be spent on stressing rewriting contracts and constitutions and causing Labor Policy Bureau's to enforce Article 2 of the Trade Union Law.

BY ORDER OF COLONEL HILTON:

1 Incl:
 As stated

CHARLES L. BACHTEL
 1st Lt SIG C
 Adjutant

KYUSHU MILITARY GOVERNMENT REGION
HEADQUARTERS AND HEADQUARTERS DETACHMENT
Fukuoka, Kyushu, Japan

JRS/ky

APC 24 Unit 5
21 February 1949

230

SUBJECT: Violation of Labor Relations Adjustment Law

**TO : Commanding Officer, Nagasaki Mil Govt Team, APC 929
Attention: Labor Officer**

The attached report on court proceedings of the Kawaminami case is forwarded for your information.

BY ORDER OF COLONEL HILTON:

**CHARLES L. BACHTEL
1st Lt SIG C
Adjutant**

**1 Incl:
As stated**

FILE

APPEAL PROSPETUS

Defendant Nisho Yukichi
" Yohida Shuyu

LABOR RELATIONS ADJUSTMENT LAW VIOLATION INCIDENT

TO: Fukuoka Higher Court, Penal Offense Division
FROM: Defence Attorney, Kiyose Ichiro
Sugawara Yutaka
Yamaguchi Ryusaku
Mizumachi Shinzo

17 January 1949

This whole case is to receive a re-trial under the old code of criminal procedure and is not restricted to the point in dispute. For convenience, we attorneys wish to point out where attention is desirable at the appeal trial. But, this does not mean that we have given up or slightened the points we have argued about since the first trial.

The first point. (Illegality of the strike)

The central points of the defendants in this trial are as follows:

- The union (in this case) during the strike have deliberately committed various illegal acts. These intentional acts are not those which receive the protection of Chapter 1, Article 2 of the Trade Union Law. For instance, breaking equipment, invading private homes, bossing or irritating women and children, etc. Especially important is the fact that on Nov. 14, 1947, under the union leader's command, they took the Uranosaki factory by mass force. (It was under the union's occupation until Nov. 13 but on that day, they deserted it in accordance to the negotiating committee. This they again invaded it by force on the 14th. Defendant Nishio was injured that day.)

Another important factor is that the decision made at the union's representative meeting (Certified by Tajima Itsuo's statement at the first trial) was a plan to seize the whole shipbuilding factory by disturbance and force. The command system was arranged, orders to convene were sent out to the union members and with a general plan of disturbance, they occupied Fukabori on Nov. 18 after taking Uranosaki on Sept. 22. They began actions on Koyaku Island on the night of Nov 18, and Nov. 19, but was suspended. These facts were revealed during the conference.

On Nov. 21, 1947, during the conference, Emura and 2 others who were beaten up by union members at Kaogawa arrived and the responsibility of the union's illegal acts were discussed. The company questioned about the factory occupation plan and at first, the union denied it but when the draft of the plan and the summons order to the members (with the union's stamp) were shown, they admitted this plan whereupon the responsibility of this illegal plan came into question. This was when the responsibility was discussed during the conference. That is, at the conference, the problem of what the union officers would do in answer to the responsibility (of bringing the strike up to this point) was brought up and the responsibility was taken by the union officers in accordance with the voluntary proposal of the union side to retire. This retirement is the one mentioned in (Sho No. 3). Note: The factory occupation plan was decided at the representative meeting).

As above, the retirement of this case was taken for the responsibility of this serious illegal act which is not provided for in Chapter 1 Article 2 of the Trade Union Law and was not "because of the strike", as mentioned in Article 40 of the Labor Relations Adjustment Law. "Because of the strike" in the above law means the lawful strike provided for in the Trade Union Law. To repeat, the responsibility taken was for the illegal acts. Therefore, if the two defendants have a relation to this conclusion, there should be no cause for criminal offense.

But in the first trial, the central point has been missed. The latter part of the original verdict, Chapter 3 "Attorney's Claim" No. 1 reads: "Among the union members, there are some who invaded the factory, broke machineries, tools and facilities; some who made plans to occupy the factory but these were not done in accordance to the orders of the union and it was individual members of the union who committed these illegal acts along with the strike. Especially, the plan to seize the factory was only a plan and that no accidents have occurred from this is plain." This lacks understanding of the true nature of the labor strike and very plain that evidence has been missed.

Uranosaki factory was re-invaded on Nov 14 under the command of Union leaders in three groups. The joint statement (Bensho No. 20) made by the chief prosecutor of the Saga district prosecutor's office and the chief of prefectural police has plainly acknowledged the strike as illegal. Moreover, in the deposition Pg. 403, of the first trial, Tajima witness testifies to the following:

Question: Was a draft made up to occupy the factory before the conference was held at Maruyama Hotel, last year at Nov. 18?

Answer: It is true such was the case. I was the strike committee chief of the Kawaminami Shipbuilding Industrial Co. The plan was made up by each branch of the small strike committee and so I do not know the details of the plan, but it was decided at the meeting of representatives according to the resolution of the union members.

Question: Why was such a plan drawn up?

Answer: Because although the employees were on strike, the factory was operated by contractors and our strike would be ineffective, therefore the union wanted to operate the factory by themselves.

Question: When was this plan to be put into effect?

Answer: November 17th, I hear.

And on Pg 430 of the same deposition, in the afternoon of the same date, Defence Attorney, Sugawara questioned him as follows:

Question: What was the small committee?

Answer: It is made up of representatives from the strike committee of Koyaki Island and Fukabori Union Branches."

Tajima mentioned above is the strike committee chief. Bensho No. 6 is the draft of the re-capture plan with the posts written in. It is evident that it is during the Ichiriki Meeting, when this plan was shown, that the question of responsibility of the union leaders were discussed.

So, when these illegal acts were considered a suggestion of individual union members, it was an omission of evidence and a mis-observation of facts.

That production control is illegal is evident from the explanation given at the Advisory Council Labor Committee by Suzuki, the President of the Law Dept. on March 27, 1947.

The second point (No definite fact of force)

In the first trial there is no exhibition of definite fact concerning force. The prosecutor (in the first trial) said in his trial application---" A compromise was reached between the company and the union representatives and the strike has been settled but as a condition, the defendants compelled the leaders of union delegate, the union strike committee, and the union youth education group to retire voluntarily," but in the verdict it says, "---union leaders above the executive body were compelled to retire in the form of voluntary resignation, therefore resignation papers were collected and submitted.---" but there is no explanation concerning concrete facts of force.

The only evidence is found in the specified evidence (ha) ()
Tajima witness writes " Kawaminami Hosaku hurried us by saying he was going back to

Tokyo and when we asked for time, the company strongly opposed by asserting to start negotiating over again. Besides, the union was in want of strike money, we thought about the union members struggling against hard living if the settlement prolonged and we came to this conclusion by keeping our tears back."

And in (ni) Ide witness writes, "I and 2 or 3 others asserted that such could not be permitted according to common sense concerning labor campaign but the atmosphere of the time was as if we were oppressed and no way out." "Even if I persisted, I couldn't hope for a change in the clause in the memorandum and Tajima Itsuo also said that at the present situation there were no other alternative to settle the strike than to approve this. We were forced in to a position where we had to sign."

And in the (ri) the prosecutor's hearing of Shimamura Sueo, "Discussion was made concerning the union's sacrifice. We held that to compel so many responsible person from the union to resign was an unjust settlement. Nanjo Tamaichi gave his opinion that such was a violation of the Trade Union Law but Nishio Superintendent opposed by saying that it would not be a violation if they resigned voluntarily. and so we requested that the union's responsibility be limited to the four representative of the union present at this meeting, but the company did not concede.

As the discussion was prolonged the company said that if we do not resign they would just stop negotiations. We four of the union got together in one room and conferred about the stragglers, the union members struggling for existence, the union members leaking out information of the union to the company and so at this juncture, we decided that we had to conform with the company's request."

And in (nu) the prosecutor's hearing on Kita Hisashi.

"At the meeting, the company agreed to reach a settlement on conditions that the union executive members retire."

And in (ru) the prosecutor's hearing on Imamura Moriki

"We thought that this strike would be settled amicably after about one month but the company opposed so strongly that it was prolonged. During this period the company utilized contractors and continued business or used force gangs to disunify the union members, and among union members were people who fall off because of livelihood struggle. The strike were becoming of disadvantage to the union and so the union officers could not help but restrain their tears and submit to the company's request to present resignation against our will.

And in (wo) the papers titled "The process of the conference" presented by Imamura Moriteru, "At this meeting, Saito director, presented the draft of the secret occupation plan and the union orders to convene and said that they could not make a contract between such a union." "That day, Hashimoto Torahiko had heard from Saito director "You had better leave Nagasaki as early as possible, for I can't guarantee your life. I am advising you as a friend from the same native place"

All of the above show that the union lost in the strike and couldn't help submitting resignation against their will. That the company has not utilized a force gang and that the words of Saito director to Hashimoto Torahiko about the danger of his life, etc. was only a farce uttered when they were supping, are plain from other evidence.

The nature of a labor strike is for both sides to request the other's evaluation of their true power and so it is natural that compromise is made against the will of either side.

In this case we believe that a decision should be made whether the resignation was tendered in the scope of their own will or whether a force has been added to stringe their free will thereby losing legal validity.

Although the first trial considered the strike settled, it randomly states, 'by force' but does not show any definite fact of force and although this force is said to be in the presentation of resignation and not in the signing of the memorandum, they have neglected to evaluate the importance of the recognized resolution made at the union grand meeting which is the union's supreme decisive machinery. We believe this is an omission of the very root of the trial.

The third point (The request of this labor union is inapplicable from the point of jurisdiction)

This case is concerned with the strike at Uranosaki Shipbuilding Factory (Saga Pref) and Koyaki, Fukabori Shipbuilding Factory (Nagasaki Pref.) and the discharging of laborers in each of these factory is claimed to be a violation of Article 40 of Labor Relations Adjustment Law. (Quoted from the conclusion of the verdict) If this is so, the prosecution request should be dismissed as inapplicable, for it was only decided by the Nagasaki Labor Committee.

In the verdict, Chapter 3 "Attorney's Claim" End of No. 5.

"Since the strike arose in Nagasaki and Saga the violation place would be the place of Urasaki Office and where the compromise was made which is Nagasaki City. Therefore, it is evident that Nagasaki Labor Committee is the committee in charge."

But, this is a contradictory explanation. The verdict factual statement clearly says "So, the same year (1947) about Nov. 26, the labor union strike committee chief Tajima Itsuo and 109 others (as on separate list) were made to submit their resignation and on 27th of the same month they were discharged on reasons that they struck."

If the discharge is illegal then the place of discharge must be the place of the illegal act. The compromise was Nov 22 and the verdict has not stated this day as the day of illegality. Nor, could it be done. The Labor Relations Adjustment Law Art. 40 especially states "discharge" as crime.

2. The verdict is an illegal verdict overlooking the Article 36 of the Trade Union Enforcement Law. This case is a case in which the labor strike itself is illegal and the designated "discharge" also extends over two prefectures therefore according to Article 36, the decision of whether it should be indicted or not lies in the power of the central Labor Committee. If either Nagasaki or Saga Labor committee is to handle it, it should, according to the 2nd clause of Article 36, ask for the designation of the Labor Ministry. Because Nagasaki Labor Committee requested indictment on a case which involves two prefectures without this designation, they have done work which is beyond their jurisdiction. Therefore this request should naturally be void. This spirit could be known by the 1st Article of the Trade Union Enforcement Law and the 1st trial was conducted without examination of this point.

9. Other violences beside factory occupation was enforced during the strike systematically in order to accomplish the purpose of the strike. (The demonstration march to the director's home is stated clearly in the strike plans.)

10. The actual facts of other violences and illegal acts.

11. In the memorandum, the company promised not to demand damages for legal strike acts but did not provide for exemption of responsibility to illegal strike acts.

12. That the company has not compulsorily discharged people.

13. That the memorandum in this case was temporarily signed and later discussed voluntarily and freely by the union's proper organ. The final contract was formally signed on Dec 5th of the same year.

14. The company's formation concerning the hiring and discharging of employees are decided and executed by:

a. The joint council of the four executive members, in case of employees above section chief.

b. The persons in charge of the respective factories in case of employees under section chief.

15. The limits which can be acknowledged as "lawful strike acts" in the present national situation.

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KYUSHU MILITARY GOVERNMENT REGION
HEADQUARTERS AND HEADQUARTERS DETACHMENT
Fukuoka, Kyushu, Japan

JRS/ky

APC 24-5
31 January 1949

230

SUBJECT: Dispatch Nurses

TO : ~~Commanding Officer, Fukuoka Mil Govt Team, APO 24-5~~
 Commanding Officer, Saga Mil Govt Team, APO 929
 Commanding Officer, Nagasaki Mil Govt Team, APO 929
 Commanding Officer, Kumamoto Mil Govt Team, APO 24-1
 Commanding Officer, Kagoshima Mil Govt Team, APO 970
 Commanding Officer, Oita Mil Govt Team, APO 24-2
 Commanding Officer, Miyazaki Mil Govt Team, APO 24-2

1. The attached enclosure is forwarded for your information and investigation as pertains to different prefectures.

2. A check should be made with all Ken Labor Sections to determine what action has been taken in regard to dispatch nurses.

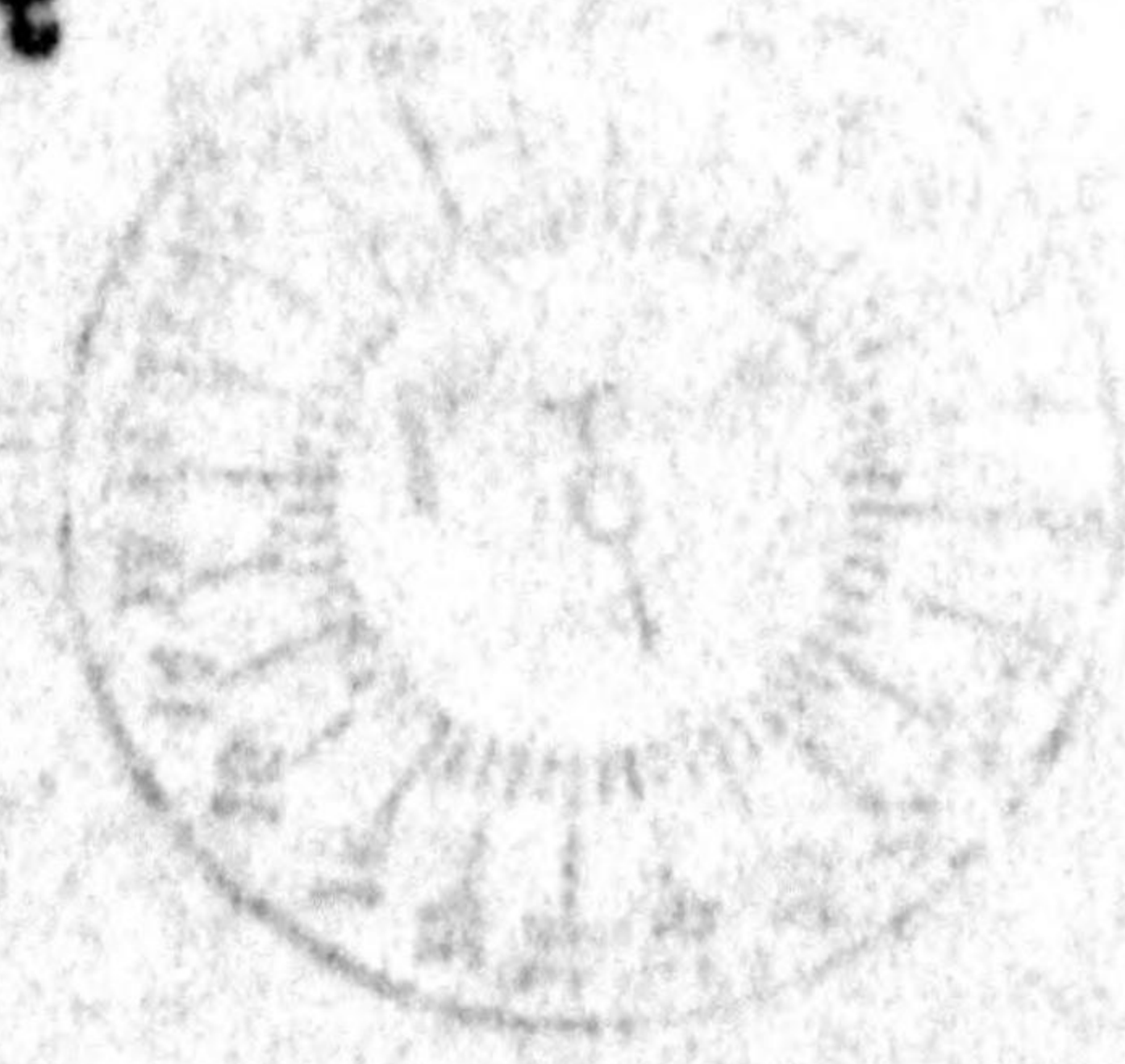
3. A report will be submitted to this headquarters by 15 February 1949 listing all Employment Fee-Charging Agencies which have been approved by the Labor Ministry. The report will include the amount of the bond required to be posted by each agency and the annual fees charged.

BY ORDER OF COLONEL HILTON:



CHARLES L. BACHTEL
1st Lt SIG C
Adjutant

1 Incl:
Ltr, Kyushu Mil Govt Region
Subj: "Investigation of Dispatch
Nurses in Kyushu Region, dtd
26 Jan 1949



KYUSHU MILITARY GOVERNMENT REGION
HEADQUARTERS AND HEADQUARTERS DETACHMENT
Fukuoka, Kyushu, Japan

AP0 24-5
26 January 1949

SUBJECT: Investigation of Dispatch Nurses in Kyushu Region
TO : Commanding Officer, Kyushu Military Government Region

1. Fukuoka Prefecture. The first investigation of dispatch nurses was made in September at which time the president of the old dispatch nurses association was requested to call a meeting of this group in the near future in order to comply with the law. At this time the nurses were working under the old system. The meeting was held 1 November 1948 at the Team Public Health Office and attended by the Team Public Health Officer, Labor Officer, Regional Public Health Nurse, Ken Labor officials and dispatch nurses. 8th Army O. D. 29 was explained and the Public Employment Security Office (referred to as PESO hereafter) introduced as the best solution to the problem. A subsequent meeting of all dispatch nurses in the prefecture and Ken Labor Officials was held at which time the PESO registry was adopted. This registry has been set up and is, apparently, functioning satisfactorily.

2. Saga Prefecture. The first investigation of the Saga dispatch nurses was conducted at a meeting on 18 November 1948 in the Team Public Health Section. It was attended by a representative of the Team Labor Section, Regional Public Health Nurse, Ken Labor officials and a few dispatch nurses. At this time some of the nurses had registered at the PESO but were receiving very few calls. Most of their calls came directly from doctors and hospitals. In the Ureshino district the nurses had applied for permission to set up a union. None of them appeared to be working under the old boss system. This group was advised to call a general meeting of all dispatch nurses and under the guidance of the Ken Labor Section set up registry in the PESO. To date this has not been done the reason being that the nurses cannot be located.

3. Kumamoto Prefecture. On 7 December 1948 a meeting was held at the Team Public Health Section to investigate the dispatch nurses. It was attended by a representative from the Team Labor Section, Regional Public Health Nurse, Ken Labor officials and dispatch nurses. The Ken Labor Section had taken initiative to dissolve the old dispatch nurses

Ltr, Kyushu Mil Govt Region, APO 929, Subj: "Investigation of Dispatch Nurses in Kyushu Region", dtd 26 Jan 1949

association under O. D. 29. Following this the nurses attempted to form a union which was also ordered dissolved by the Ken Labor Section as it did not serve the purpose of labor supply. The nurses then reverted to the old boss system. O. D. 29 was discussed and the use of PESO explained. This group was then instructed to call a general meeting of dispatch nurses in order to explain the need of a new system. On recent inquiry this was done and the new system of working thru the PESO was to be inaugurated 6 January 1949.

4. Kagoshima Prefecture. The first investigation of dispatch nurses was made 27 October 1948 at the Team Public Health Section and attended by the Public Health Officer, Labor Officer, Regional Public Health Nurse, Ken Labor officials and dispatch nurses. O. D. 29 was discussed and the PESO introduced as a means of solving the problem. A subsequent investigation on 7 January 1949 reveals that there are 9 dispatch nurses in the prefecture and it is probably lack of demand for dispatch nurses that accounts for only 1 call having been received thru PESO. The nurses do not feel satisfied with the system and have to rely on calls from friends and acquaintances in order to have enough work.

5. Oita Prefecture. Investigation of the dispatch nurses was initiated by Capt. Herron, MC, Public Health Officer, in August 1948. The results of this investigation were summarized in the special report to I Corps, 2 September 1948. This was accompanied by a copy of the constitution of the Union which was formed on prefectural basis and approved by the Labor Ministry. An investigation of this group on 4 January 1949 reveal that some of the nurses are now trying to work under PESO and some of the nurses stated that the union had not been approved by the Labor Ministry. The Ken Labor Section was instructed to call a general meeting of dispatch nurses, attempt to dissolve the union and establish registries for the dispatch nurses in PESO.

6. Miyazaki Prefecture. The initial investigation of the dispatch nurses held 5 January 1949 was not entirely satisfactory due inadequate interpretation. The meeting was attended by the Regional Public Health Nurse, Ken Labor officials and dispatch nurses. At present the nurses are trying to form a union which is patterned on the old boss labor system. The Ken Labor officials seemed to be weak in their ability to explain 8th Army O. D. 52 and Shoku-Hatsu 655. The group was requested to call a general meeting of all dispatch nurses and discuss the need of a new system and the best means of solving the problem thru the use of PESO.