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TOKYO, ... , 19 .

headline of "Soda Industry as a test case. Tokuyama and Toyo both likely to lay off." The editorial of "Kagaku Kogyo Nippo" (Chemical Industry Daily News") of Jan. 22 expressed the surprise as to the concentration of production being planned for Ammoniac process soda industry, as follows:

"--- The next fiscal year being considered as the good opportunity of vigorously promoting the simultaneous operation of all of four Ammoniac process soda factories, it is hard to comprehend the significance of the desk plan of hastily urging the reorganization of this industry under the pretext of executing 9 point Program. This should be attributed to the inherent historical tragedy of this industry. It may be summarized that those in this business circle, being always pre-occupied with self-interests and being unable to take broader stand-point of aiming at the up-keeping and promotion of soda industry and Japanese economy, are apt to be exposed to being trifled with.---"

Under these circumstances, the impartial judgement based on broader stand point is solicited.

(e) The problem of sleeping charge.

According to Five Year Plan of Economic Rehabilitation, even factories now considered to lay off shall be necessarily re-mobilized in a year or two. Therefore in order to maintain these factories in a condition always ready to meet

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TOKYO, ... , 19 ..... .

prompt operation, it may require big amount of sleeping charges, which are rather doubtful to be setoff by the advantage acquired by the concentrated production.

5. The chance of operation be given equally.

It is clearly understood by us that a factory with higher efficiency and lower cost shall be given the priority and a factory with lower efficiency and higher cost shall be weeded out. However, our factory can not be said as being of lower efficiency. Actual operation records of pre-war period showed that ours was most likely better, surely not worse than other three. Ours is now obliged to lay off simply because of unexpectedly being designated for reparation. Since the undiminished efforts have been made for the up-keeping. If and when allowed for re-opening, it is our firm belief that we shall be able to attain higher efficiency than those who might have been too busy in daily operation to give due repairing to their apparatuses. To be layed off further without being favoured with the opportunity of proving the high efficiency is very hard for us to comply with.

6. The feature of our factory.

(a) Charge for desposing of residues.

The cost calculation of the prevailing official prices of Ammoniac process soda includes the item of charge for desposing of residues amounting to ¥3,000.00 per ton of production. Our factory, using residues for

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TOKYO, ..., 19 ....

reclamation work, hardly necessitates this item of charges.

(b) Relative production.

(1) By availing ourselves of surplus electric power generated by Ammoniac process plant for Electrolytic process caustic soda, the electric power to be supplied from without can be saved to the following extent.

In case of daily production of: crude ash	Electric power saved
100 T	13,000 KWH/day
200 "	47,000 " "
300 "	83,000 " "

(2) The factory has the largest apparatus in Japan of extracting high purity bromine direct from brine. (Production of 1 ton bromine requires 25,000-30,000 T brine). This has been specially designed to utilize the ejected brine (heated at 40 - 50°) from Ammoniac process plant.

(c) The freshness of apparatuses and up-keeping.

Needless to say that, due to the chracter of chemical plant, the freshness of apparatuses and up-keeping play a very big role. Our factory has full confidence in high efficiency thanks to the thorough repairing and up-keeping carried out by coordinated efforts of members of Union during the past two years.

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TOKYO, ... , 19 .

(d) Local conditions allowing lower wage.

Due to local conditions, Tokuyama district is favoured with lower cost of living than in Yawata and Ube.

(e) Other factors.

To say nothing of installation as general, boilers (in efficiency and for use of lower calory coal) and loading and discharging apparatuses are by no means inferior to those of other three.

7. Determination held by members of Union toward resuming production.

As mentioned above, to resume operation of our Ammoniac process plant has been the sole target of our hope. Subsequently it has been fhirly determined by all of us not to spare any efforts in order to attain higher efficiency and lower cost.

As to the necessary hands, while we are given to understand that other factories require 1,600 - 1,800 hands of daily production of 100 - 150 T, our Union, determined to carry out with the minimum necessary hands, has decided to run with relative number of 70-80% of others.

The efforts will be done in every other phase in order to attain higher efficiency compared to a case of concentrated production.

In National Conference of Soda Industry Labour Unions, the Executive Committee, having unanimously agreed with our claim for resuming

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TOKYO, ..., 19 ....

our operation, issued the proclamation.

We have as above expressed our frank opinion, and hope, our desire of contributing to economic rehabilitation of Japanese economy, through the determined will of production, be appreciated.

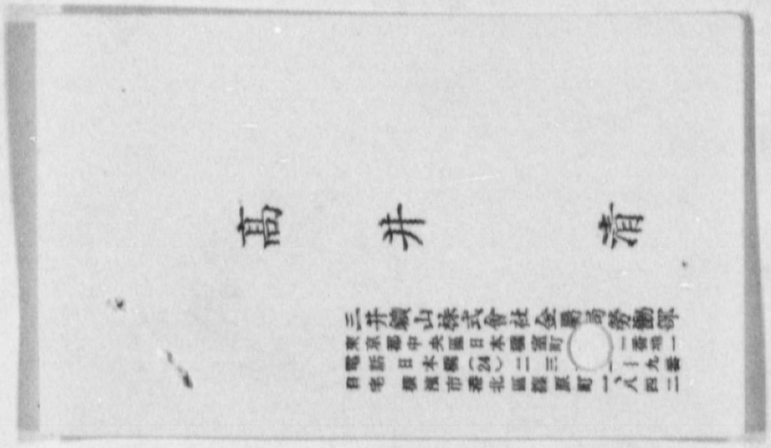
May your kind thought be given to our case!

S. Watanabe

MR. SEIICHIRO NIISATO

MITSUI MINING CO., LTD.
1,2-CHOME, NIHONBASHI MUROMACHI, TOKYO.
TELEPHON 24-2772

Mr Kiyoshi Takei,
Labor Dept.
Mitsui Mining Co., Ltd.



高井清

三井鑛山株式會社金屬局勞働課
東京都中央區日本橋室町一番地一
電話日本橋(24)二三[illegible]一—九番
自宅 横濱市港北區篠原町一、八四二

Mr. Mikio Tate,
Labor Dept.
Mitsui Mining Co, Ltd.

三井鑛山株式會社金屬局勞働部

舘 御 木 男

東京都中央區日本橋室町二丁[illegible]地一

電話日本橋(24)
二三[illegible]
五四三三
四〇三〇
一九
一四

fil. Petitions etc. left by various companies

MITSUI MINING COMPANY, LIMITED

To : Capt. Pousard, Labor Relations Official,
Labor Div., Eighth Army.

From : Chief, Labor Div., Mitsui Mining Company, Limited,
1, Nihombashi Muromachi, Chuo-ku, Tokyo.

Date : February 9, 1949.

Subject: Report on discharge of an employee for cause, begging you would kindly connect with the labor official at Fukuoka M.G. and justify our proposition.

1. Mitsui Mining Company has discharged Kazukiyo Terao, employee at Miike Smelter in Kyushu.

2. Reasons for discharge:

(1) Fukuoka Military Government Team sentenced him to six months of heavy labor on January 9th and he is now in prison.

(2) He is a member of the Japan Communist Party, is the Chief of the Youth Department of the Labor Union and is an undesirable person from the managerial point of view.

3. The Labor Union, on the other hand, is going to call a labor dispute on the ground that the Management discharged him unreasonably.

4. Would you kindly connect with the Labor official of the Fukuoka Military Government Team and let him understand that the Management is going to discharge him for cause and with reason?

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4. Would you kindly connect with the Labor official of the Fukuoka Military Government Team and let him understand that the Management is going to discharge him for cause and with reason?

This is sent us by the Mitsubishi Electrical appliance workers Union as to the details of its dispute.

Fete Petitions, etc left by various companies

January 24, 1949.

Sir,

With regard to our present request for year-end crisis surmounting funds, made to the Mitsubishi Denki Kaisha (Mitsubishi Electric Manufacturing Co.), I beg respectfully submit to you herewith a Progress Report on Negotiations and a Statement of Views of the Company and the Unions on points at issue.

Most respectfully yours,

(Masaji Sakaguchi), 坂口正二

Chairman, Central Dispute Committee, Federation of Mitsubishi Denki Labor Unions.

Accompanying Documents:

1. Progress Report on Negotiations.
2. Statement of Views of the Company and the Unions.

PROGRESS REPORT ON NEGOTIATIONS

December 15 and 16, 1948.

The following items of request were considered by the Central Committee:

Agenda submitted -

1. Request for year-end crisis surmounting funds.
2. Year-end and New Year holidays and allowances.
3. Increase to the congratulation and condolence funds of the Mutual Relief Association.

December 21, 1948.

The second meeting of the Central Management Council was opened at 10 a. m. at the Setagaya Plant.

Negotiating Committee for the unions -

Masaji Sakaguchi, President of the Federation.
Yasuo Yamamoto, Vice-President of the Federation.
Kyutaro Yoshioka, Secretary General.
Shigeo Tsuji, Chief of the Organization Division.
Akemi Yamazaki, Chief of the Wages Division.
Kazuyoshi Sato, Chief of the Foreign Division.
Osamu Kuno, Chief of the Enlightenment Division.
Torao Osako, Chief of the Production Division.
Shigehiro Natsume, Chief of the Welfare Division.
Kusano, Committee member, Koriyama.
Komota, " " , Head Office.
Naejima, " " , Setagaya.

Hirai, Committee member, Ofuna.

Nakayama, Committee member, Nagoya.

Wakaoka, " " , Nakatsugawa.

Tatsumaru, " " , Nakayama.

Kitayama, " " , Itami.

Kyorsikawa, " " , Kobe.

Inoue, " " , Himeji.

Kaneko, " " , Fukuyama.

Yamashita, " " , Fukuoka.

Takahashi, " " , Nagasaki.

Also were present as secreteries -

Kanichi Torii.

Michio Azuma.

Negotiating Committee for the Company -

President Takasugi.

Managing Director Seki.

Labor Division Chief Miki.

Finance Division Chief Sumiyoshi.

Investigation Division Chief Kato.

Business Affairs Division Chief Kishimoto.

Labor Division Deputy Chief Nakagawa.

Agenda -

1. Request for year-end crisis surmounting funds (submitted by the unions).

2. Year-end and New Year holidays and allowances (submitted by the unions).

3. Increase to the congratulation and condolence funds of the Mutual Relief Association (submitted by the unions).

4. Allowances for persons engaged exclusively in union affairs, and for such time as union members are engaged in union activities (submitted by the Company).

5. Classification of positions at the Company (submitted by the Company).

During this day, December 21, the above agenda was deliberated upon, but no agreement was reached.

December 22.

The meeting was re-opened at 10 a. m. The results of deliberation on each item of the agenda were:

1. With regard to the matter of year-end crisis surmounting funds, the Company announced its conclusion that, though the request had been made, it was unable to defray the funds. The unions continued consultations by bringing into consideration the amount of production and the financial aspect of the matter, but no agreement was reached.

2. The Company, as its reply, brought forward the following proposal with respect to the matter of year-end and New Year holidays and allowances;

Holidays will be observed from December 31 to January 3, with no allowances to be paid.

On this matter also no agreement was reached.

3. With regard to the matter of increase to the congratulation and condolence funds of the Mutual Relief Association, the Company replied:

The contribution to the said funds will be supplemented by the Company at the rate of Yen 75 per capita, and individual members will bear Yen 30 each.

Thus, the unions' request for a four-fold increase was rejected.

The unions proposed a three-fold increase, but no agreement was reached.

4. An agreement was reached on the matter of allowances for persons engaged exclusively in union affairs, and for such time as union members are engaged in union activities.

5. With regard to the classification of positions at the Company, it had not been mutually decided that this matter should be taken up for consultation. Accordingly, the unions went no farther than expressing their tentative views, and with this the matter was withdrawn from deliberations.

December 23.

The meeting was again re-opened at 10 a. m.

Every effort was made to have the Company reconsider its stand, but to no avail. Thus, the consultations of the Central Management Council were broken off.

December 23, 1948.

Simultaneously with the rupture of the Council consultations,

preliminary

preliminary arrangements were made for the conduct of disputes.

December 25, 1948.

The first collective bargaining was conducted.

Under the labor contract, a dispute agreement was concluded, and at the same time a statement of requests was submitted. A promise was made that a reply would be made on the 27th.

December 27, 1948.

The second collective bargaining was conducted.

The unions submitted a compromise plan with respect only to the matter of year-end and New Year holidays and allowances. After this plan was studied by the Company, an agreement was reached.

With regard to the matters of year-end crisis surmounting funds and increase to the contribution to the funds of the Mutual Relief Association, the Company showed no sincerity whatever, and all efforts came to nought.

On this day were issued a dispute declaration and a public statement.

January 7, 1949.

The third collective bargaining was conducted.

With a view to avoiding the occurrence of the worst state of affairs, the unions made every endeavor to have the Company reconsider its stand. On the contrary, the Company assumed a sort of intimidating attitude, and the negotiations made no progress. The union members could not help feeling highly indignant.

still

Still desiring a pacific settlement, the unions asked the Company to make a reply on the 10th.

January 10, 1949.

The fourth collective bargaining was conducted.

The reply of the Company showed no vestige of sincerity, being not an iota different from the reply given at the meeting of the Central Management Council. Consequently, the negotiations became utterly hopeless.

January 10 to morning of 11, 1949.

A meeting of the Central Dispute Committee of the unions was held in order to conduct careful deliberations with a view to deciding upon the unions' final attitude. As a result, it was decided:

To use the right of dispute on January 20, and

To issue a strike declaration on January 12.

The votes cast were: 16 for and 6 against.

Although the Central Dispute Committee has the right to take the above-mentioned steps, yet, in order to ascertain the general opinion of union members and to ask for their judgement through a democratic process, it was further decided:

To send members of the Central Dispute Committee to each district to explain the points at issue at the mass meetings of union members at the respective districts, and

To convene meetings of the Central Dispute Enlarged Committee on two days, 17 and 18 January.

January 12, 1949.

A strike declaration was handed to the Company.

The Central Dispute Committee received many encouragements from outside organizations.

January 14, 1949.

Visits were made to the General Headquarters of the Supreme Commander for the Allied Powers and to the representatives of the countries on the Allied Council for Japan in order to submit petitions.

January 17 and 18, 1949.

There were held meetings of the Central Dispute Enlarged Committee. After careful deliberations, it was resolved to use the right of dispute by a vote of three-fourths of the constituent members present. The votes were:

For,	25
Against,	6
Reserved,	2

At the final stage, both those who voted against and those who made reservations pledged themselves to positive cooperation in the prosecution of the strike.

January 19, 1949.

There was conducted the sixth collective bargaining.

With a view to avoiding recourse to final action, both the members of the Central Dispute Committee and those of the enlarged part of that Committee took part in the negotiations, and put forth sincere efforts to have the Company reconsider its stand. The

repre-

representatives of various districts frankly explained how urgently relief was required by the straitened state of living of union members, and earnestly asked for reconsideration on the part of Company.

Then, the Company proposed the following plan:

With regard to year-end crisis surmounting funds, some money would be defrayed, as an advance loan, in aid of union members who are in straitened circumstances.

This money must be paid back in February and March.

With regard to the funds of the Mutual Relief Association, the plan remained the same as already brought forward.

On the part of the unions, it was decided that they should for the moment postpone using the right of dispute, which had been set at 0 hour, January 20; that the Company should be asked again on the 21st to reconsider its stand carefully; and that the unions should make a final answer after further consultation and after study of the above-mentioned plan of the Company.

January 21, 1949.

A meeting of the Central Dispute Enlarged Committee was held. After careful consideration of the attitude to be assumed by the unions hereafter, it was unanimously decided that the unions should reject the above-mentioned plan of the Company.

(End)

STATEMENT OF VIEWS OF THE COMPANY AND THE UNIONS.

Amount of Production for Which the Workers are Held Responsible.

Company:

Yen 2,450,000,000.

The Company's existing scale of wages was decided, as the unions are aware, at the first meeting of the Central Management Council held in September last year. Under this decision, the standard wages payable for the period from October to March amount to a total of Yen 960,000,000 approximately. In order that this personnel expenditure can be paid, it was desired that the workers should hold themselves responsible for attaining production to the amount of Yen 2,450,000,000, and this desired condition, it is understood, was acquiesced in.

Unions:

We all know that the existing scale of wages was decided, as the Company says, at the first meeting of the Central Management Council. But, how the negotiations proceeded at that time should be considered. The Company first put the responsible amount of production for the present term hypothetically at Yen 2,240,000,000, and, by a theoretical calculation, set the total amount of personnel expenditure at Yen 960,000,000, thus fixing the percentage of personnel expenditure on the amount of production at 41.7 percent.

What

What did the Company do later on? The fact is that at the time the unions urged the amount of production to be fixed at Yen 2,310,000,000. This figure the Company said was extremely hazardous, and did not pay any attention to it. Yet, later on, the Company adopted, for the responsible amount of production, Yen 2,450,000,000, which is so much in excess of the Yen 2,310,000,000 urged by the unions.

What caused the Company dare do such a manoeuver later on? The reason is obvious.

Question of Agreement.

Company:

It was agreed at the September meeting of the Central Management Council that the wage standards for the present term should not be changed unless a marked change came over either the conditions of living or the condition of production.

Unions:

From the end of last year to the beginning of this year, there has been a notable rise in the prices of commodities. Also, the responsible amount of production has been changed from Yen 2,240,000,000 to Yen 2,450,000,000, and, moreover, the present production is topping the latter figure.

In the light of these facts, we are convinced that a marked change has come over both the conditions of living

and

and the condition of production.

xxxxxxxxxxxxxx

Note: Under the labor contract, wage standards (which comprise wages proper, various periodical allowances, mid-year and year-end allowances, raise in wages and retirement allowances) do not include extraordinary supplementary pay, such as year-end crisis surmounting funds.

Real Income in December.

Company:

Yen 12,063

Including - Bonus Yen 1,079

Supplementary pay 2,295

Unions:

Yen 9,768

It has to be noted that the supplementary pay included in the real income in December as indicated by the Company was properly to have been paid, previously, in September. Its payment was delayed, and thus came to be included in the December figure.

This fact was, at the time the agreement was made, fully acknowledged by the Company.

Comparison

Comparison of Monthly Income and Actual
Cost of Living, in October.

Company:

Yen 8,600, including tax (Yen 7,450 with tax deducted).

This figure is the average real wages paid at the Kobe Seisakusho (Kobe Works) where the wages are the highest of the plants belonging to the Federation, and also includes overtime pays for later-than-work-hour work and for work on holidays.

Unions:

Actual cost of living in October: Yen 11,950.90

Company:

Any abuse of rights should be strictly refrained from.

Unions:

It goes without saying that any abuse of rights should be strictly refrained from.

For this very reason, we looked, under the labor contract, to the Central Management Council for redress. Over a period of three days, we endeavored to arrive at an amicable settlement, fully explaining our difficulties and acting throughout in all sincerity and scrupulously with reason and justification. However, the Company, at the first meeting of the Central Management Council, made an ex-parte distortion

of the agreement, and, under the pretext of such distortion, did not lend a reasonable ear to our modest request. Thus, the Company made it impossible for the Council to reach any settlement.

However, we believe that, if we persist in peaceable negotiations as much as possible, it will be possible for us to have our real position understood. Under this confident belief, we have continued collective bargaining again and again, and have done everything possible in the interest of an amicable settlement. For about a month since we submitted our request to the Central Management Council on December 21, 1948, we have done all in our power to prevent the worst state of affairs from occurring. For that purpose, we issued a public statement, so that our position might be fairly judged by public opinion; we issued a strike warning so as to bring about reconsideration on the part of the Company. Indeed, we have taken every available measure, we have displayed all our sincerity, in the hope of reaching an amicable settlement. As a matter of fact, we have even avoided putting into execution the strike set for the 20th. Do not these facts show how conscious we are of the gravity attaching to the right of dispute, and how circumspect we are in using that right?

When it is seen we have been brought to the present position after long-sustained forbearance and self-control on our part

and

and at a serious sacrifice of our interests, it will surely be clear how unwarranted is the Company's ex-parte dictum relating to the alleged abuse of rights.

Company:

One ought not to think that one alone has a value, and that it is enough if one alone is respected. Such a notion is insolent, is due to ignorance, and will eventually bring about the collapse of an enterprise. Let that be fully understood. One's desire ought to be restrained by oneself, and any thought of refusing to budge unless one's desire is satisfied ought to be done away with.

Unions:

The year-end crisis surmounting funds we, members of the unions, have requested are for the sole purpose of safeguarding our livelihood which is in the most serious difficulties; the funds are for no other purpose than of obtaining a minimum relief to our livelihood which is incomparably more difficult than is the management of the Company.

The Company speaks as if our request were an inordinate desire. If we were assured of the lowest subsistence, and if our request were intended to obtain a bit of luxury, our request might be said to be designed for the gratification of

a desire. But such is by no means the case. Our request is necessitated only for the purpose of sustaining our mere living, and can never reasonably be said to be a "desire". The Company makes the uncalled-for statement that any thought of refusing to budge unless one's desire is satisfied ought to be done away with. Our request is for the purpose of safeguarding our livelihood which is the motive power for us to work, and how earnestly we are endeavoring to increase production will be seen from the fact that we decided upon a responsible amount of production after consultation between the Company and the unions on the strength of reliable data and prospects. And that responsible amount of production has been upped over 10 percent by the Company from its ex-parte standpoint. From these facts, it will be seen how unwarranted is the Company's statement that we would not "budge".

Company:

The pay for the immediate present only cannot be increased by drawing a promissory note with the ruination of the Company as its date of payment.

Unions:

Of course, nothing is further from the thought of us, members of the unions, than any idea of looking forward to the ruination of the Company.

Our

Our present request is wholly intended to sustain our motive power for increasing production. The Company speaks as if meeting this request would pledge the future ruination of the Company. We are sure that the Company is aware how much we have hitherto cooperated in increasing production, ever mindful of the good of Company management. Granting it is a fact that the management of the Company is attended by difficulties, and granting that the making of a temporary sacrifice, which is hypothetical, would bring about the ruination of the Company in the future, how could we sit idly by in the face of a threatened ruination of the Company? We trust that, if the efforts we have hitherto exerted in the interest of the Company are taken into due consideration, the way of thinking among all of us, members of the unions, will be understood and appreciated.

Further, the Company says that pay cannot be increased for the immediate present only. That is not what we hope for. To speak concretely, our request is necessary if only for the purpose of maintaining the level of living as of September last year. It is not that we think of having our pay increased particularly for the time being.

It seems that the Company has no other purpose than of suppressing the unions. The Company apparently thinks it the best policy in management to make a settlement by merely intimidating us; that is, by further compelling the sacrifice

we have hitherto paid; in other words, the Company is apparently making it the best management policy to carry on, without bringing into play the good sense of persons responsible for management, but at the continued one-sided sacrifice of workers.

The Company should take cognizance of the dire deficit in the means of living now made available to us. We fear that it is the very attitude the Company has hitherto assuming which may cause a recession in production and may ultimately bring about its own ruination — unless, indeed, it alters its attitude.

Company:

The Company can conscientiously say that each month it is paying to its workers personnel expenditure more than is possible in its power. Therefore, their treatment is not so bad as to require any further payment of year-end crisis surmounting funds.

Unions:

The Company chants, as if it were a refrain, that it is paying us personnel expenditure more than is possible in its power. But fact belies its utterance, in the light of the tactics it has used in the course of negotiations for increased pay which have been repeatedly conducted hitherto. The fact is that, invariably, the Company brings forward, first, a

first

first plan; then, a second plan; then, a third; then, another and another. Thus, the Company has been wont to put forward various plans piece by piece as if to measure the strength of the unions. This fact alone is sufficient to make it clear that the Company is not paying anything like the maximum personnel expenditure which an enterprise should rightly bear in order to meet the legitimate requirements for safeguarding the livelihood of workers.

The Company, in its reply, says that no enterprise can exist without organic cooperation among its three elements; capital, management and labor. Yet, the actual fact is that the Company is committing a self-contradiction by priding itself on the sound management of its enterprise attained through enforcing one-sided privation on laborers only. Further, the Company vaunts that the level of wages for its workers is always higher than that of fellow enterprisers. All laborers placed on a low level of wages are now actively conducting disputes with a view to increased wages. In the light of this fact, it cannot rightly be said that our present request is improper.

Despite a considerable sacrifice in point of privations in livelihood, the unions recognized the existing scale of wages, out of their conscientious consideration for the sake of management of the Company, as has been made clear in our public statement.

Our present request for year-end crisis surmounting funds arises from the sincere desire of 17,000 souls, who are bent upon staving off the threatened ruination to work power and to production resulting from the combined effects of accumulated and unbearable deficits in the means of living and of the recent rises in the prices of commodities. The Company's cold-blooded excuse that there is no reason why any year-end crisis surmounting funds, in addition to the present wages, should be paid can only be said to betray non-understanding of the real position of us, who have been so strenuously struggling for an expansion of production, in the face of serious privations and difficulties in picking up a living.

Company:

With regard to the request for an increased contribution to the funds of the Mutual Relief Association, the Company in principle endorses the purport of the request, but the financial condition of the Company does not permit the increase.

Unions:

In consideration of the rise in the index number of prices, the Company admits in principle that our request is proper, yet the Company says that its financial condition does not permit the increase. The fact is that the difference between the Company's proposal and our request is no more than about Yen 450,000. In view of the magnitude of the Company's

enterprise,

enterprise, it is strange, in the light of common sense, that the Company's financial condition should not permit the outlay of such a small sum. As a matter of fact, it is well known to us that such an amount can be fully disbursed by economizing a part of the Company's various other expenses. The unions brought that fact to the notice of the Company, proposing to cooperate in obtaining the required amount. The Company replied that, even if such an amount were obtained, the request, at any rate, could not be met; and that, if such an amount were available, it would have to be used for buying materials and supplies. Finally, the Company went so far as definitely to say that, no matter whether the money was available or not, the request could not be met. Such being the attitude of the Company, we cannot but feel righteous indignation at its lack of sincerity.

COPY

File - Petitions - by various companies

B

LABOR AGREEMENT

The Yokohama Shipyard & Engine Works, Mitsubishi Heavy-Industries, Ltd. (hereafter referred to as "the Company") and the All Japan Shipbuilding Worker's Union, Mitsubishi Yokohama Shipyard Branch (hereafter referred to as "the Branch") have, according to the purport of the Labor Union Law and the Labor Standard Law, come to conclude the following Labor Agreement in order to mutually cooperate and strive for the development of the works and to contribute to the promotion of economy.

CHAPTER I. GENERAL RULES

Article 1. The Company shall recognize the Branch to be a sole autonomous organization within the Company which is comprised of workers, and all negotiations shall be done solely with the Branch.

Article 2. As a rule, the workers of the Company must be a member of the Branch. However, men who are subject to the following category shall be excluded from the Branch membership; and temporary workers will not be subjected to this Labor Agreement.

(1) Workers under trial period.
(2) Apprentices who are being trained under the Skilled Labor Regulation.
(3) Temporary workers.
(4) Others whom the Company and the Branch have recognized upon deliberation.

Article 3. The Company shall determine the disposition of personnels rejected from the Union membership by the Branch after consultation with the Branch.

CHAPTER II. THE MANAGEMENT RIGHTS AND THE MANAGEMENT COUNCIL

Article 4. The Branch shall recognise that the Company possesses the management rights (personnel rights, business rights, administrative rights) and approves that all operations are to be performed at the responsibility of the Company.

Article 5. The Company shall organise a Management Council which comprises of representatives of both the Company and the Branch; and contribute to the harmonious progress of the Company's business.

The rules concerning the Management Council will be provided separately upon deliberation by the Company and the Branch.

Article 6. The undermentioned agenda shall be deliverated and determined at the Management Council.

(1) Matters concerning wages and allowance.
(2) Matters concerning working hours, time to start and finish work, recess, rest days, leave of absence for marrige and death which are set aside from this agreement.
(3) Basic matters such as employment, discharge, raise and promotion, transfer of post, reward and punishment.

(4) Concrete plans as to increase of production and improvement of technique.
(5) Matters concerning the administration of Caltual Education and Welfare facilities.
(6) Matters concerning amendment of this Agreement.
(7) Other important matters which the Company and the Branch deems necessary to consult.

CHAPTER III. STANDING AND DUTY

Article 7. The undermentioned standings are provided for workers according to the individuals character, ability, service record, and number of years in service,etc., and is promoted in accordance with the Labor Raise and Promotion By-Law.

(1) Workman First Class.
(2) Workman Second Class.
(3) Workman Third Class.
(4) Ordinary Workman.

Article 8. The Company shall appoint men of the following rank to supervise and direct the works when deemed necessary in order to pursue its business.

(1) Foreman
(2) Group leader.

CHAPTER IV. WAGES

Article 9. With regular pay and efficiency pay as the basis, wages will be determined on the following system:

(1) Regular pay.

(2) Allowance

Allowance will be divided to wit:

Temporary allowance
Principal pay
Family allowance
Extra pay (premium)
Rest day and overtime service allowance
Two shift night duty allowance
No-work allowance
Leave of absence allowance
May Day allowance
Duty allowance
Guard allowance
Special allowance

(3) Compensation.
(4) Special monetary celebration by the Company.

Article 10. Wages will be paid directly in currency and will not be deducted otherwise provided by Law or Labor Agreement.

Article 11. Should a member of the Branch in order to meet the expenses which come within the purview of any one of the aforementioned category, and should there be a demand by the principal, their wages will be paid without delay by the date concerned.

(1) Child birth.
(2) Medical treatment due to sickness.
(3) Accidents.
(4) Bedding and obsequy.
(5) When it necessitates over a week to return to one's native place due to unavoidable reasons.
(6) Other matters which are especially deemed unavoidable.

CHAPTER V. WORKING HOURS, REST DAY AND LEAVE OF ABSENCE

Article 12. Working hours will be eight hours per day with seven actual working hours. However, a separate schedule will be provided for the guards, dormitory workers and residence workers, etc.

Article 13. An agreement shall be made separately with the Branch for overtime work and work on rest days, which the Company deems necessary due to the nature of the works.

Article 14. Recess period will be as follows and will be entitled to all.

(1) 12:00 hrs. to 13:00 hrs.
(2) 18:00 hrs. to 18:30 hrs.
(3) 24:00 hrs. to 01:00 hrs.

Due to the nature of the works, should it be difficult to abide to the above mentioned schedule, the Company will obtain permission from the authorities concerned to afford the fixed hours of recess in between the scheduled recess.

Article 15. Rest days will be to wit:

(1) Sunday or electric conservation day in lieu of Sunday or legal holiday.
(2) New Year's Day, Adult's Day, the Vernal Equinox, Emperors Birthday, Proculgation of the Constitution, Children's Day, the Autumnal Equinox, Cultural Day, Thanksgiving Day (Labor)

Article 16. Leave of Absence will be to wit:

(1) Annual Leave of Absence with Pay.

Fourteen days leave is provided per year with an average wage of 100 percent per day.

For workers who has been in service with the Company for over nine years, an additional leave day is provided for each year above the ninth year. However, the maximum leave of absence will be twenty days.

Leaves of absence for workers who will be employed this year will be to wit:

(a) Workers employed by the latter part of May ..... Seven days
(b) Workers employed by the latter part of November . ..... Five days

Any leaves of absence that have been left over during this year will be carried on to the following year.

Annual leaves of absence for employees who are ship crews will be provided separately.

(2) Year End and New Year's Holidays——will be December 31st, January 2nd and 3rd; a wage equivalent to the daily wage will be paid for these three days and New Year's day.

(3) Labor Day (May 1st)——will be a holiday; and for workers who will participate in the Labor Fiesta will be paid a sum equivalent to their three day wages.

(4) Physiological Leave of Absence.

The following monthly leaves are provided for women upon demand.

(a) Women engaged in physical labor ..... three days
(b) Women engaged in other works ..... two days

Women who are engaged in labor which are physiologically injurious or who find it very difficult to attend her work during her monthly may have the above determined number of days extended upon request.

As to wages for physiological leave of absence it shall be provided separately.

(5) Transfer of post and office.

A three days leave with an average wage of sixty percent per day will be provided for men who requires a change of residence due to transfer of post or office.

(6) Leave of Absence for Wedding——will be four days, with an average wage of sixty percent per day.

(7) Leave of Absence for Obsequy——will be as follows with three days wage pay per day.
(a) Death of parent, spouse or child ..... seven days.

However, in the case of miscarriage of a baby after four months of pregnancy ..... three days.

(b) Brothers, sisters and lineal ascendants ..... five days.
(c) Grandchild, Grand parent of kin or parent of spouse ... three days.

(8) Before Birth and after Birth Leave of Absence.

A six weeks leave will be provided for before birth and after birth respectively. Upon request, a pregnant woman will be transfered to lighter work.

CHAPTER VI. COMPENSATION FOR ACCIDENT

Article 17. The Company will bear the total amount required for medical treatment should a member of the Branch be involved in an accident or sickness due to his or her work, and will also pay a sum equivalent to 100 percent of the standard compensation wage per day. However, should the worker received an absence compensation according to the Labor Standard Law and/or the Laborers Accident Compensation Insurance Law, the Company will pay the balance.

Article 18. In the event that the material assistance supplied during the medical treatment, according to the provision of the foregoing article, should exceed that of the total income per month, that amount will be deducted.

Article 19. The Company will perform a periodic health examination for the members of the Branch and will make arrangements to transfer one to a lighter work or shorten the working hours or grant appropriate rest, etc.

CHAPTER VII. ACTIVITIES OF THE LABOR UNION

Article 20. The Company shall recognize that the representatives notified by the Branch devote themselves all the time to their exclusive activities in Union management. However, in regards to the number of managing officers, the Branch shall obtain a consent from the Company in advance.

In regards to the wages of the managing officers, particulars shall be provided separately.

Article 21. The Company shall consent to the activities and participation of the Branch in concert with companionate organizations and outside organizations or engagement in other movements.

Article 22. The Branch shall hold its usual Union activities and educational program for the members of the Union outside of the working hours. However, in case of emergency, the Branch may hold such activities during the specified working hours upon receipt of permission from the company.

Article 23. Should the Branch send a member of the Union, who is not a managing officer, on a business trip for the purpose of carrying out the Union's business, the Branch must have the consent of the Company beforehand.

Article 24. The Company shall recognise the freedom of political activity, and assignment to public position of any individual member of the Union, and will not deal him disadvantageously. However, in regards to wages, the company shall confer with the Branch upon occurrence of such case.

Article 25. Report, information, or propaganda of the Branch shall be posted on the bill boards which have been determined by the Company and the Branch and at no other places. However, notices in regard to the political matters shall not be posted in the Yard compound.

CHAPTER VIII COLLECTIVE BARGAINING

Article 26. Collective Bargaining between the Company and the Branch shall be performed with mutual respect and sincerity.

Article 27. Any actions taken by the Company or the Branch during the Collective Bargaining and recognized to be unjust, the opposite party shall have the right to discontinue the Collective Bargaining.

Article 28. In the case of Collective Bargaining, an agreement must be made on the following items beforehand, prior to its convention.

(1) Date and Time.
(2) Place.
(3) Numbers of representatives.

Article 29. Proposal for Collective Bargaining shall not be rejected even during labor dispute.

CHAPTER IX. SETTLEMENT OF COMPLAINT AND TROUBLE

Article 30. Should there be any complaints from the members of the Union with regards to comprehension and application of this Labor Agreement, it shall be brought up and adjusted thru the Work Shop Labor Dispute Settlement Committee and Labor Dispute Settlement Committee (interim name) thru the proper procedure.

The rules concerning the above mentioned Committees will be provided separately upon deliberation by the Company and the Branch.

Article 31. Intermediation or arbitration of the Labor Committee shall be possible in accordance with the Labor Union Law, by the proposal of one party, should any labor dispute occur between the Company and the Branch. In the above case, with the exception of non-settlement of intermediation or arbitration, the Company or the Branch will not perform any close-shop, strike nor other struggle tactics. However, it shall not be applicable should the intermediation or arbitration plans are not announced for over a month.

Article 32. Even at times, should the Branch enter struggle tactics, the members of the Union Branch must carry out the undermentioned works as usual.

a) Works concerned with Occupational Program.
b) Maintenance of Reparation Equipment.
c) Maintenance of peace and order, and fire-fighters.
d) Medical treatment.
e) Supply of provisions.
f) Maintenance of Telephone and Electric equipment.
g) Driving of passenger vehicles.
h) Dormitory Service.
i) Educational Institute Service.
j) Communication Service.

Article 33. The Company shall not negotiate to contract supply of labor or take similar action with any other party during the period the Branch is under strike. However, in case of emergency and unavoidable circumstances, the Company shall confer with the Branch on each case.

Article 34. The Company shall not pay wages during the strike.

CHAPTER X. OTHERS

Article 35. In the case that the enactment of the Company shall have a severe effect on the members of the Branch in dissolution, suspension of business, amalgamation, separation, change of nomenclature, transfer or diversion of the Company's property, the Company shall give a pre-notice to the Branch.

Article 36. The Company and the Branch shall strictly and sincerely observe the matters decided in this Labor Agreement, or at the Management Council indicated in Article 7.

Article 37. Should there be any question in regards to the interpretation and application of this Labor Agreement, it shall be brought up at the Management Council to obtain a solution.

Article 38. This Agreement shall be effective for one year from _____, 1948; and subject to revision only upon the mutual agreement of the Company and the Branch.

Article 39. Should the term of validity expires, and neither parties have drafted a new Agreement, only then the term of validity of this agreement shall be extended for three more months.

To verify the authenticity of the above Agreement, three copies have been prepared to wit:

1. Company.
2. Branch.
3. Administrative Authorities of Japanese Government.

Signed on the _____

MEMORANDUM

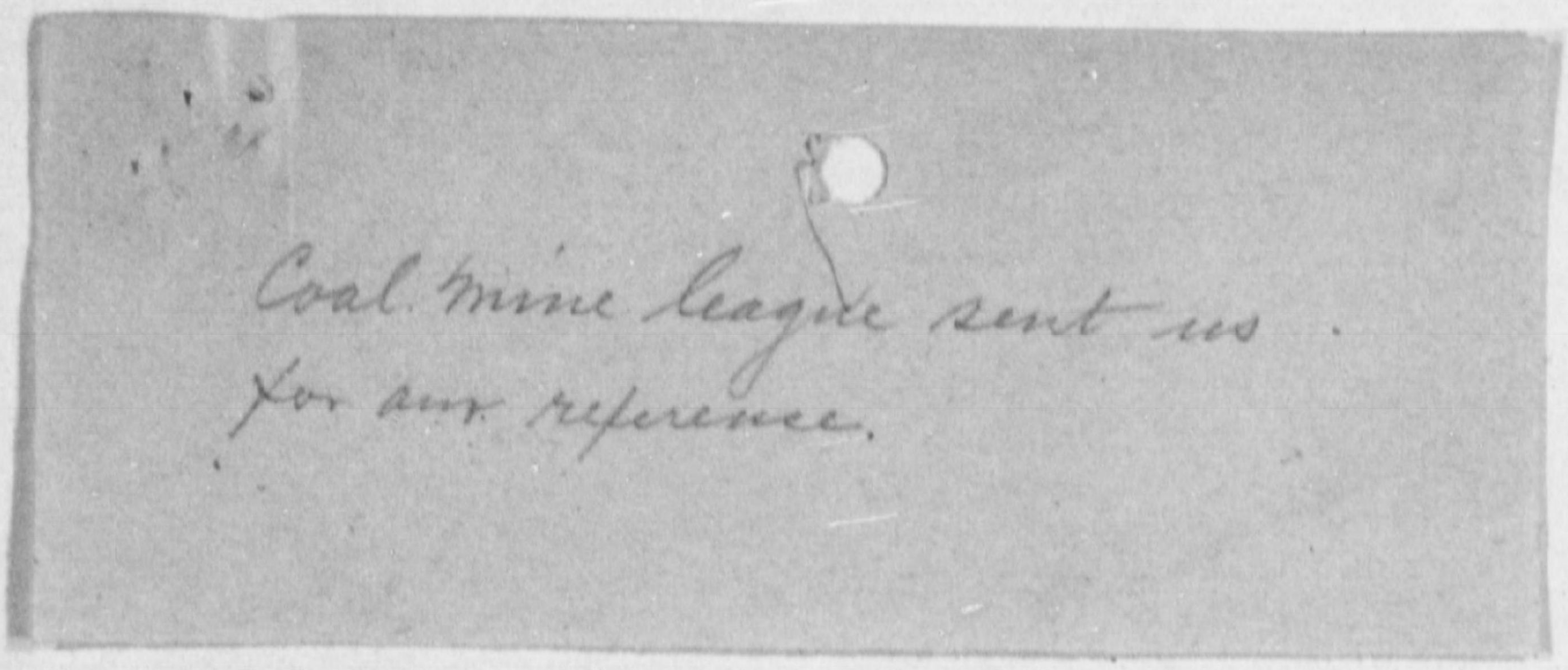
The undermentioned memorandum shall be exchanged in regards to the Labor Agreement concluded on the _____, 1949.

The number of managing officers, specified in article 21, shall be proportioned at one person to every 1,000 members of the Union.

Signed by _____
Takashi Hinoiye
General Manager

_____
Committee Chairman

JWH/ST


Coal Mine League sent us
for our reference.

I

Agreement on Repercussion Allowance

Japan Coal Mining Federation and Kensekitan, Tanro, Tankokyo agree on "Repercussion Allowance" as follows.

This Agreement is made in triplication, both parties shall keep one of them and the other one shall be submitted to the competent authorities.

The following amount shall be paid for once as "Repercussion Allowance"

Miner	per one	average	900 yen (including tax) (300 yen a month)
Mine office worker	per one	average	1,125 yen (including tax) (375 yen a month)

Conditions of Payment is as follows.

1. To all members enlisted from July 1, 1948 to September 30, 1948 continuously (excluding those with long term absence through three months, the non-repatriated and suspended members), above amount of money shall be paid as average.

2. To those employed after July 1, 1948 and continued to be employed till September and to those dismissed during the period from July 1, 1948 to September 30, 1948, above amount of money calculated by the day, according to the enlisted days during three months from July 1 to September 30 shall be added to the total payment.

3. Method of distribution of this Allowance shall be decided in a management council of each mine.

4. This "Repercussion Allowance" shall not be calculated in the wage which is the basis of calculating extra premium pay.

By the payment of this Allowance, additional payment so called "Repercussion" contained in article 4, provision 2 of Wage Agreement and the article 2,

provision 2 of Mine Office Worker's Wage Agreement in the first half of 1948. shall not be made.

Signed this on January 21, 1949

NISSIN CHEMICAL CO., LTD.

G.H.Q.
File - Strikes
Contracts left by
Various Cos

To: Labor Section, GHQ.

From: The Nissin Chemical Co., Ltd.

Subject: Report on the Labor dispute in the Niihama Works of our Company.

Date: January 18,1949.

1. We feel a debt of gratitude for the trouble you have taken so far for the early settlement of the labor dispute in our Niihama Works.

2. As we previously reported to you, the Niihama Works went into strike at noon on 30th and the strike was called off for a while at noon on January 1st after expiration of forty-eight hours.

3. On January 3 the workers were back on their duties at the respective workshop, but the operational conditions were similar to and as critical as those just before going on strike on 30th. As the matter of fact the directive of the president of the union was given priority to that of the company.

4. Simultaneously with the out-break of strike on 30th, a group of workers of the Kikumoto Aluminum plant seceded from the union and continued operations for the upkeep and preservation of the equipments, thus they organized the second union on the 31st, at 16:30. On the other, those union members in the main plant who were dissatisfied with the current movement of the union cut themselves off the union, but some of the extremists interrupted them by resorting to measures of various intimidations such as picket line or so-called people's court.

5. Close on the heels of the calling off of the strike, the union requested the company to have collective bargaining. The company, however, rejected to have formal talks with the union executives who violated the collective agreements although unofficial negotiations have been going on with a part of the executive members of the union since Jan. 1st, at 10 a.m.. Prior to this, the company, as a obligatory means for the preservation of the plant, declared that the company would not be able to take the responsiblility of performing the agreement.

6. In order to bring the problem into early solution unofficial negotiations had continuously been carried on since January 4 as a preliminary negotiation to be extended to an official collective bargaining.

7. In the course of the preliminary negotiation the union proposed us the payment of wages during the strike, but it is natural that the wages during the strike is not paid. However, considering the persons who engaged in the upkeep and preservation of the equipments during the strike, the company gave answer that the company would pay wages for those persons upon investigating the actual state of each person.

8. Official collective bargaining waa started at 10:30 a.m. on January 8. However, inasmuch as the union sticked to the idea that the year-end allowance would not be settled unless the problems how to treat the seceders from the Kikumoto Union and the Main Plant Union and the labor agreement can be settled, both parties could not come to settlement, and the negotiation was cut off at 5 p.m..

9. Collective bargaining has been resumed since January 10 at 6 p.m..

10. While, the union has been recommending the seceders from the Kikumoto Union and Main Plant Union to return. They are, however, clearly refusing it.

11. Two officers from the Matsuyama M.G.T. paid a visit to our works on the 29th. They inspected our works and listened to the opinions of both parties, but no particular instruction was given to the company.

12. There were indications throughout the dispute that the union was much influenced by the communist leadership. As the matter of fact, the communist members were most positive in the activities of the labor union. Moreover, there were signs that the communist party had supported the labor union from the outside.

13. We are exerting our utmost efforts to bring the dispute to an amicable settlement within the extent as presented in the recommendation made by the Central Labor Committee which we believe most authoritative, fair and square.

14. Operational condition in the Main Plant and Kikumoto Plant since the declaration of strike is as mentioned in the attached sheet.

Operational condition of main equipments
in the Niihama Works.

Main plant.

I. Ammonia plant.

(1) Coke oven.

Dec. 30.	At noon.	After the stoppage of coal charging, continued heating by producer gas.
Dec. 31.	1.30 a.m.	Stop heating and left as it was.
Jan. 1.	8.00 a.m.	Start operation.
	At noon.	Commenced discharging and 20 units were discharged.
Jan. 2.		24 units were discharged. Coke oven restored its normal conditions.

During the strike, the temperature of furnace reduced from 1,170°C to 980°C but nothing is unusual.

(2) Hydroelectrolysis plant.

Vacuum operation of mercury rectifier was stopped during the strike but nothing is unusual.

(3) Boiler plant.

Dec. 30.	At noon.	Three boilers out of seven were operated.
	4.00 p.m.	Only two boilers were operated for circulator operation, and one boiler out of the two was stopped later.
Jan. 1.	3.00 a.m.	Start operation of one boiler followed by others.

(4) Gas plant.

Dec. 30.	At noon.	Stop operation.
Dec. 31.	11.00 p.m.	Start operation of water gas generator.
Jan. 1.	6.00 a.m.	Start operation of conversion furnace. However, one set of producer gas generator, the gas of which used for heating of coke oven, started its operation

on the 30th in the afternoon
and stopped on 1st at 10.00 a.m.

(5) Synthesis plant.

Dec. 30. At noon. Stop operation of compressor.

Jan. 4. 6.00 p.m. Start operation.

Jan. 5. In the afternoon. Restored full operation.

II. Methanol plant.

Dec. 30. 8.00 a.m. Stop operation.

Jan. 8. Start production.

III. Ammonium sulphate plant.

Dec. 30. 6.00 p.m. Stop supply of liquid ammonia.

Jan. 4. Restored production with the resumption of ammonia plant.

IV. Calcium superphosphate plant.

Dec. 30. No influence by the strike as the operation had been suspended.

Jan. 5. It had been scheduled to start its operation from Jan. 3rd but postponed for two days.

V. Sulphuric acid plant.

Dec. 30. At noon. Stop pyrite charging except for No.3 set.

3.00 p.m. Stop the operation of blower.

Jan. 4. Start operation of set No.7.

Jan. 5. Start operation of sets No.2, No.5.
perfectly restored their normal operation

Operation of No.3 set was continued during the strike.

Kikumoto plant.

I. Refining furnace.

There were no electric suspension nor decrease even during the strike.

Reverberatory furnace.

Dec. 30. At noon. Stop operation.

3.00 p.m. Start operation.

II. Electrolysis furnace.

Dec. 30.	12.20 p.m.	Electric power decreased to 25,000A. 90V. Stop operation of No.12 mercury rectifier.
	12.28 p.m.	Electric power decreased to 20,000A. 80V.
	12.40 p.m.	Increased up to 25,000A. 90V. Start operation of No.7 mercury rectifier. Parallel load.
	12.42 p.m.	Start operation of No.12 mercury rectifier. Parallel load.
	12.43 p.m.	30,000A. 100V.

Melting furnace.

Dec. 30. At noon. Stop operation.

Dec. 31. 8.00 a.m. Start operation.

III. Carbide furnace.

Dec. 30. 11.59 a.m. Stop operation.

Dec. 31. 8.00 a.m. Start operation.

IV. Electrode plant.

(1) Calcining furnace.

Continued operation during the strike.

(2) Roasting furnace.

Dec. 30. At noon. Stop operation.

4.00 p.m. Start operation.

(3) Moulding.

Dec. 30. Stop operation in the afternoon only.

(Unit: ton)

		30th	31st	1st	2nd	3rd	4th	5th	Total	Decreased amount	Remarks
A. Main plant										Decreased amount	
Coke	Estimate	260	260	259	259	259	259	259	1,815		
	Actual output	17	0	195	185	256	229	219	1,101	714	
Liquid ammonia	Estimate	130	130	108	108	108	108	108	800		
	Actual output	24	0	0	0	0	59	86	169	631	
Methanol	Estimate	8	8	8	8	8	8	8	56		
	Actual output	0	0	0	0	0	0	0	0	56	Started operation from Jan. 8th and production from 9th.
Ammonium sulphate	Estimate	425	425	365	365	365	330	320	2,595		
	Actual output	121	0	0	0	0	122	161	404	2,191	
Calcium superphosphate	Estimate	0	0	0	0	210	210	210	630		
	Actual output	0	0	0	0	0	0	211	211	419	
Sulphuric acid	Estimate	200	200	200	200	200	200	200	1,400		
	Actual output	104	31	40	53	81	101	142	552	848	
50% nitric acid	Estimate	0	0	0	0	0	20	30	50		
	Actual output	0	0	0	0	0	0	16	16	34	
98% nitric acid	Estimate	0	0	0	0	0	0	0	0		
	Actual output	0	0	0	0	0	0	0	0	0	
Ammonium n nitrate	Estimate	0	0	0	0	0	24	24	48		
	Actual output	0	0	0	0	0	0	0	0	48	Started production from Jan. 6th.
B. Kikumoto plant											
Ordinary											

		30th	31st	1st	2nd	3rd	4th	5th	Total	Decreased Amount	Remarks
B. Kikumoto plant											
Ordinary aluminum	Estimate	3,000	0	3,000	3,000	3,000	3,000	3,000	18,000		
	Actual output	12,469	0	0	0	802	6,058	0	19,329	-	
Refined aluminum	Estimate	940	940	940	940	940	940	940	6,580		
	Actual output	1,010	10,304	920	1,000	1,000	1,000	1,000	16,234	-	
Carbide	Estimate	-	-	-	-	-	-	-	-		
	Actual output	11,325	46,990	0	0	3,314	27,475	13,090	102,194	20	Estimated decrease, 20 tons, because the power condition was good.

Supplement

1. The formal collective bargaining was resumed from the 10th at 6 p.m. and on 11th and 12th it had been continued. The dispute has gradually been led to a solution.
2. The last collective bargaining was held on the 13th from 6 p.m. and after an all-night deliberation, the company and the union, came to a settlement, agreeing on the question of year-end temporary allowance at 7.30 a.m. of 14th.
3. At 6.30 p.m. of 14th the company and the union formally signed on the said agreement. At the same time the union called off the declaration of struggle and strike. The content of the agreement is as per the attached paper.

Attached Paper

Agreement

The Niihama Works of the Nissin Chemical Co., Ltd. (hereinafter called A) and the Labor Union of the Niihama Works of the Nissin Chemical Co., Ltd. (hereinafter called B) hereby conclude the following agreement in compliance with the settlement of the labor dispute on the temporary allowance for year-end and bonus.

Article 1. B shall accept the conciliation draft as of Dec. 25, 1948 made by the Central Labor Committee concerning the temporary allowance for year-end and bonus.

Article 2. A and B shall behave with gentlemanlike attitude respecting mutual position.

Article 3. The committee councils and work shop meetings sponsored by B for the disposal of various problems accrued from labor dispute after the settlement of the problem of temporary allowance for year-end and bonus shall be held as a rule before and after the office hours as they were used to be. However, in case of emergency, special consideration shall be given even during office hours so long as no troubles for business activities were anticipated. On that occasion B shall obtain permission from A in advance.

Article 4. Simultaneously with the conclusion of this agreement, B shall call off its declarations for struggle and strike.

Article 5. Simultaneously with the conclusion of this agreement, A shall take measures as to the notice announced in the name of the superintendent of the Kikumoto Plant dated January 1st, 1949 in order to live up to the expectation of B.

Article 6. In compliance with the conclusion of this agreement, the wage to be paid by A (inclusive of its corresponding amount) for the period from December 20th, 1948 to January 3rd, 1949, shall be ¥13,899,000.- in total.

However, its itemization shall be as follows:

¥10,080,000.-	Advance for salaried personnel	(wage for those who worked under the official organization system)
¥ 1,210,000.-	Advance for wage workers	(- " -)
¥ 2,609,000.-	(remaining amount)	This amount, being temporalily called up-keep expense (Hozen-hi), shall be given to B en bloc.

The calculation of this amount is based on what an oral explanation had separately been given.

January 14th, 1949

Name of the Works: Miihama Works
Name of the Director: Yoshishige Hareda

Name of the Union: Miihama Works Labor Union
Name of the Chairman of the Struggle Committee: Teruyoshi Oka

copy

TOKYO SHIBAURA ELECTRIC CO. LTD.

16, Honcho, 1-chome, Nihonbashi
Chuo-Ku Tokyo
Tel: (24) 5620, 5639, 1311-7

Petition file
petition letter
various co.

Jan. 3, 1949

REPORT ON KAMO PLANT

The company sent in an application of the provisional attachement to the Niigata District Court of Justice on 25 December 1948, in order to protect its property from reckless act which might be caused by production control by the Kamo Plant Labor Union. The course of negotiation with the union as follow:

1. Kamo works had tried to negotiate according to the labor contract, with the union at the operating council for application of the decentralized accounting system since 16 November. However, the union refused the proposal on the ground that the matter had been at the management council.

2. Meantime, the union proposed to hold collective bergaining on the following matters.

   a. Payment of wages for the month of November.

   b. Payment of difference of wages after increased for the months of July and August.

   c. Other unpaid allowances.

   The company replied that those wages and allowances shall naturally be paid, however, it is necessary for the plant to adapt the decentralized accounting system in order to raise a fund. Further, the company notified the union that it will become impossible to pay wages and allowances unless the decentralized accounting system is adapted. The company also sent advance notice that it will execute the decentralized accounting system from December.

3. On 3 December, Kamo plant ordered 193 employees to stay home on the vacation system, and announced that the plant will be closed two day from December for adjustment.

4. Conditions of attendance of employees after 2 December as follows:

   a. 2 December:

150 employees participated to the demonstration for illegal entrance of persons who were on the vacation system at Niigata plant.

b. 7 December:

About 50 employees did not report to the job for preparation of struggling organization.

c. 8 December:

The following persons did no report to the work for unreasonable collective bargaining.
From 8:30 to 12:00 P.M.

Planning

1) About 45 employees of Manufacturing Division.

2) From 9:00 to 1:30 p.m. about 120 of Manufacturing Division.

3) From 8:00 to 12:00 p.m. about 40 of enginnering Divisions.

d. 8 December:

All employees participated to the union meeting without permission from 1:00 to 4:00 p.m.

e. 9 December:

All members of Administrative Division and most of other division abandoned the job from 10:30 to 4:00 p.m. for unreasonable collective bargaining.

f. 10 December:

Some of the members of union want into plant on electric holiday, calling protection of work ship.

g. 11 December:

2/5 of all employees did not report to the work from 1:30 in order to hear collective bargaining without permission.

h. 12 December:

½ of employees report to work about noon and did not work, because of all night through collective bargaining.

i. 13 December:

About 250 of manufacturing Div. and administrative Dept. participated to the work shop meeting.

j. 16 December:

No one reported to the work from 1:30 to 4:00 for the extroadinary general meeting of union which was held without approval of management.

k. 17 December:

Some of members of the union went into wprk shop on electric holiday, calling themselves to protect workshops.

5. The company notified the union of closing plant on 24 December, in order to protect from any damages caused by violence.

It had became evident that the union would take prodedure of production control, taking advantage of absence of staff of plant for business.

6. On25 December, the company sent in an application of provisional attachement to the Niigata District Court of Justice. According to an information from the court, the union also had sent in the same application to stop closing plant and to gurantee their position previous day (24 December.)

7. 27 December:

The court which received applications both from the company and union could not decide its attitude so earilly and decided to listen both reasonings on 5 January 1949.

8. 29 December:

Union declared "Production control" on this day.

COPY

HEADQUARTERS IX CORPS
Military Government, Labor Relations

28 December 1948

MEMORANDUM FOR RECORD:

1. A telephone message from the Eighth Army Military Government Labor Relations Officer revealed that SCAP was very much concerned about the labor dispute of the Imperial Oil Company in Akita Prefecture. SCAP Labor Division had received information that the left-wing elements of the union are hindering production by conducting demonstrations, meetings, etc., and that police are taking no action.

2. The Labor Relations Officer, Akita Military Government Team reported the following information pertaining to the above on dates as indicated:

a. 22 December 1948:

(1) The Legal and Labor Sections of Akita Military Government Team have encouraged management to make three alert plans for the purpose of protecting their enterprise. Police help has been offered but management has refused to use it.

(2) All details of the dispute have been discussed between the Labor Relations Officer, Akita Military Government Team and the neutral members of the Labor Relations Committee.

(3) The Akita District Court is to decide whether the mass discharge of employees was a breach of the labor contract. Union officials attempted to get this decision from the labor relations committee but was refused until after the court case is concluded.

(4) Union officials have obtained information involving the company manager in a scandal pertaining to misappropriation of funds and/or property back in 1943. This smear campaign by the union may have a great effect on the dispute as the manager appears quite concerned over it.

b. 23 December 1948:

(1) Production of the company is down to about 2/3 of its normal capacity.

(2) Company has agreed to use the police.

C O P Y

c. 28 December 1948:

(1) More than 200 of the 691 discharged employees have accepted the retirement allowance offered by the company and others are expected to do so shortly.

(2) The Labor Officer and the Economics Officer, Akita Military Government Team visited the oil fields on 27 December and found discharged workers (those who had not yet accepted the discharge allowances) still at their jobs. After being persuaded by these officers, management, with police backing, ordered the discharged workers to leave. All discharged workers left with little disorder.

(3) When a CP representative (Sato) learned of the visit of the Military Government Officials, he directed that workers leave their jobs and allow machines to continue in operation uncontrolled. None of the workers left as directed.

(4) The union claims a violation of the Labor Standard Law by management due to the discharge of nineteen employees while they were ill. Most of these employees included women absent from work for childbirth and some of these had already indicated their desire to quit their work. (It was reported that some of these workers had already resigned but Communist agitators have talked them into claiming they were discharged against their will.)

(5) Management received an emergency provisional disposition order against the union this date. This order will keep all discharged workers from entering the factories or oil fields of the company. Sixty-seven Communists are included in this group.

3. Eighth Army has been notified on dates indicated above.

Sgt. Anderson

C O P Y

File-Petitions left by various companies

PROVISIONS OF THE COMMITTEE FOR OPERATION AND ENFORCEMENT OF AGREEMENTS (GRIEVANCE MACHINERY)

Art 1, Should differences happen as to the application and enforcement of Wage Agreement and Mine Office Workers Wage Agreement (both indlude note and understanding), Japan Coal Mining Federation and Unions agree to establish the Committee for Operation and Enforcment of Agreements to settle them amicably.

Art 2, This committee shall be set up in Tokyo, Kyushu, Hokkaido, Tobu and Seibu and shall be called Central Committee for Operation and Enforcement of Agreement (hereafter referred to as Central Committee) and District Committee for Operation and Enforcement of Agreement (heraftee referred to as District Committee).

The sphere of jurisdiction of each District Committee shall be the same as that of each District Coal Board.

Art 3, District Committee shall be consisted of ten members, five of whom shall be selected and designated by the district organization of Union, and five by District Coal Mining Federation Renmei.

The First Central Committee shall be consisted of ten members, five of whom shall be selected and designated by Union and five by District Renmei, and the Second Committee shall be consisted of members of the First Committee plus three impartial and neutral

of Agreement (heraftee referred to as District Committee).

The sphere of jurisdiction of each District Committee shall be the same as that of each District Coal Board.

Art 3, District Committee shall be consisted of ten members, five of whom shall be selected and designated by the district organization of Union, and five by District Coal Mining Federation Remmei.

The First Central Committee shall be consisted of ten members, five of whom shall be selected and designated by Union and five by District Remmei, and the Second Committee shall be consisted of members of the First Committee plus three impartial and neutral persons.

This neutral members shall be selected from impartial and fair persons in the First Committee. Should the First Committee fail to agree the matter shall be referred to the president of Central Labor Relations Board.

Art 4, Business of the Central Committee and the District Committee shall be administered by two secretaries designated by each organization (Union and Remmei) and their business board shall be established in the office of Japan Coal Mining Federation and District Coal Mining Federation.

Art 5, Should differences arise concerning operation and application of Agreements (mentioned in Article 1) in a mine affiliated to both organizations (Union and District Remmei) and if both parties fail to settle this difference, the matter shall be referred to the District Committee by request of either or both of concerned parties.

Art 6, Secretaries of the District Committee must hold a committee within five days after their receipt of the request provided in Article 5, Chairman of the District Committee shall be mutually selected out of the members attended and the decision shall be made by joint conference.

Should District Committee fail to reach a decision within five days, the matter should be immediately referred to the Central Committee through the District Committee.

Art 7, Secretaries of the Central Committee must hold the First Central Committee within three days after their receipt of the matter from District Committee.

Chairman of the First Central Committee shall be mutually selected out of the members attended and the decision shall be made by joint conference. Should the First Central Committee fail to reach a decision within five days, the Second Central Committee should be summoned up as soon as possible.

The Second Central Committee cannot commence proceedings without attendance of the whole neutral members.

Chairmen of the Second Central Committee shall be selected out of the neutral members and the decision shall be made by an opinion of neutral members or by majority, Chairman will participate in voting in the letter case.

Art 8, By request of either or both of the National or District organizations, matters can be referred to the Central Committee without being submitted to the District Committee.

Secretaries of the Central Committee must hold the committee within three days after their receipt of the request provided in the above article.

Art 9, If necessarym the Committee can request to attend more than three representatives from each of the concerned parties, labor, capital and other to listen to the details.

Central Committee fail to reach a decision [illegible]

Committee should be summoned up as soon as possible.

The Second Central Committee cannot commence proceedings without attendance of the whole neutral members.

Chairmen of the Second Central Committee shall be selected out of the neutral members and the decision shall be made by an opinion of neutral members or by majority, Chairman will participate in voting in the letter case.

Art 8, By request of either or both of the National or District organizations, matters can be referred to the Central Committee without being submitted to the District Committee.

Secretaries of the Central Committee must hold the committee within three days after their receipt of the request provided in the above article.

Art 9, If necessarym the Committee can request to attend more than three representatives from each of the concerned parties, labor, capital and other to listen to the details.

Art 10, Secretaries should make a record of debates and sign on it.

Art 11, During the period when the matter is under consideration, both labor and capital will not take any actions of diputes.

This committee must decide the matter within 40 days after its receipt of the matter. However, the days which were obliged to be delayed by transportation accidents etc, shall be excluded.

Art 12, Both labor and management will respect and implement the decisions of this Committee.

Decision of this Committee shall be informed in writing to the concerned parties by secretaries of the committee without delay.

Comment

"--------will respect and carry out" means that both concerned parties will obey the decision of the Committee and change its action.

Art 13, This provisions shall be put into effect on and from December 27, 1948 and the term of validity shall be the same as that of Wage Agreement dated December 27, 1948.

File Petitions, etc
left by various companies

WAGE AGREEMENT

Japan Coal Mining Federation (hereafter referred to as A) and Tanro, Zensekitan and Tankokyo (hereafter referred to as B) agree on miners' wage in the collective bargaining between A and B.

This Agreement is made in triplication. Both parties shall keep one of them and other one shall be submitted to the competent authorities.

I. Wage Structure

(1) Basic Wage

Basic Wage shall be consisted of workers pay and dependent's pay.

Fixed pay shall be paid to the reguler time work and piece-work pay shall be paid correspondent with the standard work.

The details of worker's pay shall be the same as those of old agreement.

Regulsr work hours shall be eight (8) hours from portal to portal, excepting such work as inspection and intermittent job and etc. which should be provided in an agreement of an individual mine, and shall be conducted as before.

(2) Non-Basic Wage

Non-Basic Wage shall be consisted of the following six items.

(a) Extra Work Pay

Wages which are paid for holiday work and overtime work.

(b) Special Work Pay

Wages which are paid for the work performed in special cases.

(c) Off-Work Allowance

(d) Special Group Bonus

(e) Production Incentive Bonus

(f) Hokkaido Allowance

Hokkaido Allowance shall be provided in Hokkaido Allowance Agreement to be concluded afterwards.

- Wage Structure
  - Basic Wage
    - Workers Pay — (Fixed pay, Piece-work pay, and allowances which shall be considered as workers pay)
    - Dependents Pay — (Family allowance)
  - Non Basic Wage
    - Extra Work Wage
      - (1) Overtime wage and its extra pay
      - (2) Holiday work wage and its extra pay when alternative holiday is given, Holiday wage shall be basic wage and when extra wage is paid, this shall be non-basic wage
    - Special Work Pay
      - (1) Extra wage paid for workers engaging in special job such as unusually dangerous and working under high temperature or in high humidity.
      - (2) Midnight allowance Temporary additional post allowance
    - Off-Work Allowance — Allowance after annual vacation with pay and etc.
    - Special Group Bonus
    - Production Incentive Bonus
    - Hokkaido Allowance

II. Amount of Wage

(1) Average amount of basic wage for one shift indicated in (1) of wage structure, (including dependents pay) shall be as follows.

general adult surface worker	216 yen
Underground worker	363 yen (both include tax)

Amount of wages for women workers and youth workers under eighteen (18) years old shall be decided in each mine taking into consideration of the former actual result and existing conditions.

(2) Family allowance in the basic wage shall be 400 yen monthly for each members of the family.

However, payment of move than 400 yen cannot be allowed.

Some terms such as service record and etc. shall be made in paying this allowance, and the extent of dependent members of the family shall be decided according to the prevailing practices of each mine.

(3) Standard work corresponding to the amount of basic wage shall be calculated as follows.

(A) Diggers

110% of the average output per one digger per day (calculated on the basis of his actual work) in mines during six months period from April to September, 1948 (hereafter referred to as the first half) shall be the standard work for the digger in that mine.

Above mentioned standard work can be modified in the three party council only when the following conditions exist. However, standard work can be modified to the extent that total modified rate reaches five (5) percent throughout the effective term of this agreement.

(a) Increase of Standard Work

* In case when production efficiency can be considered to increase remarkably, owing to the modification or change in the digging technic and measures, improvement of main equipments, favorable change in coal-seam, completion of undertaking or restoration of unusual diaster.

* In case when the actual result decreased remarkably, owing to the influence of sabotages, strike and other disputes action.

(b) Reduction of Standard Work

* In case when production efficiency can be considered to decrease remarkably owing to the modification or change in the digging technics and measures deterioration of main equipments and conditions of coal-seam and unusual disasters.

* In case when labor and management concluded and enforced an agreement of extended labor over one hour a day continiously more than a month throught the first half.

(B) Workers except diggers

Standard work shall be decided in each mine on the basis of 110% of the actual result per one per actual day work.

(4) Special Group Bonus

In case when temporary urgent needs exist for unusual increased production, this bonus can be paid within the limit of one monthly average 150 yen (include tax) for each worker enlisted.

(5) Production Incentive Bonus

Amount calculated according to the following formula shall be paid as production incentive bonus. The maximum amount is one thousand yen (1,000) monthly average per on enlisted.

A measure of delivery to each worker shall be decided in each mine.

(A) Standard efficiency shall 110% of the average output per one enlisted per day in the first half of each mine.

However, in case when following conditions exist, this can be revised to increase or to reduce. In case no agreement is made between labor

and management this problem shall be referred to the three party council.

(a) In case when it has become clear that increased production was possible owing to remarkabe improvements of main equipments or transfer from undertaking or possible restoration trend from disaster.

(b) In case when the part of undertaking in occupying a mine operation remarkably increased.

(B) Calculating Formula

216 x total number of day's work of adult surface workers = A

216 x X x total number of day's work of protected workers = B

363 x total number of day's work of underground workers = C

(A+B+C) x 1.25 (standard efficiency x total number of actual day's work production of holidays) = X

Total amount of basic and non basic wage (excludes Hokkaido Allowance) ÷ total amount of production inst. = Y

(X - Y) x Amount of possible shipment of coal = Total amount of production incentive bonus

X is the comparison rate of the amount of the average basic wage for protected workers to the average basic wage for adult surface workers.

III. In case when some mines are actually unable to pay the agreed-upon amount of wages after the enforcement of this agreement owing to the natural conditions etc. of those mines, negotiation shall be carried on between labor and management to discuss and settle the problem.

IV. In case when any complication or dispute should happen as to the interpretation and application of this agreement, they shall be referred to the Committee of Operating and Enforcing Agreement and

shall be settled.

V. If any terms and conditions contained in the existing agreement of each company or mine shall be in conflict with this Agreement and, these shall become null and void from and after October 1, 1948.

VI. This Agreement shall become effective October 1, 1948, and shall continue in effect to March 31, 1949.

Concerning wages after the expiration of this Agreement, it shall be negotiated quickly in a collective bargaining between A and B.

Signed this 22nd day of December, 1948 at Tokyo.

(file - Petitions left By Various comp.)

6 Jan 49

ALL NIPPON EXPRESS LABOR UNION

KANAGAWA CHAPTER

Chairman : FUJIWARA, Yoshizo (Yokosuka)

Vice-Chairman: ABE, Shokichi (Yokohama)
UNO, Hiroshi (Kamakura)

Secretary : KISHI, Shigeru (Kawasaki)

Organization : ~~SOHARA~~ TOYAMA, Koshiro (Tsurumi)

Education : FUEKI, Renpei (Yokohama)

Culture : SHIMIZU, Seiichiro (Yokohama)

Investigation: ABE, Shokichi (Yokohama)

Information : SATO, Hideo (Yokosuka)

Liaison : UNO, Hiroshi (Kamakura)

Finance : YAMASHITA, Teiji (Yokohama)

Welfare : NAKAMURA, Kinji (Kawasaki)

Youth : ANDO, Sadao (Yokohama)

Women : NAKAMURA, Hatsu (Fujisawa)

6 June 49

ALL NIPPON EXPRESS LABOR UNION

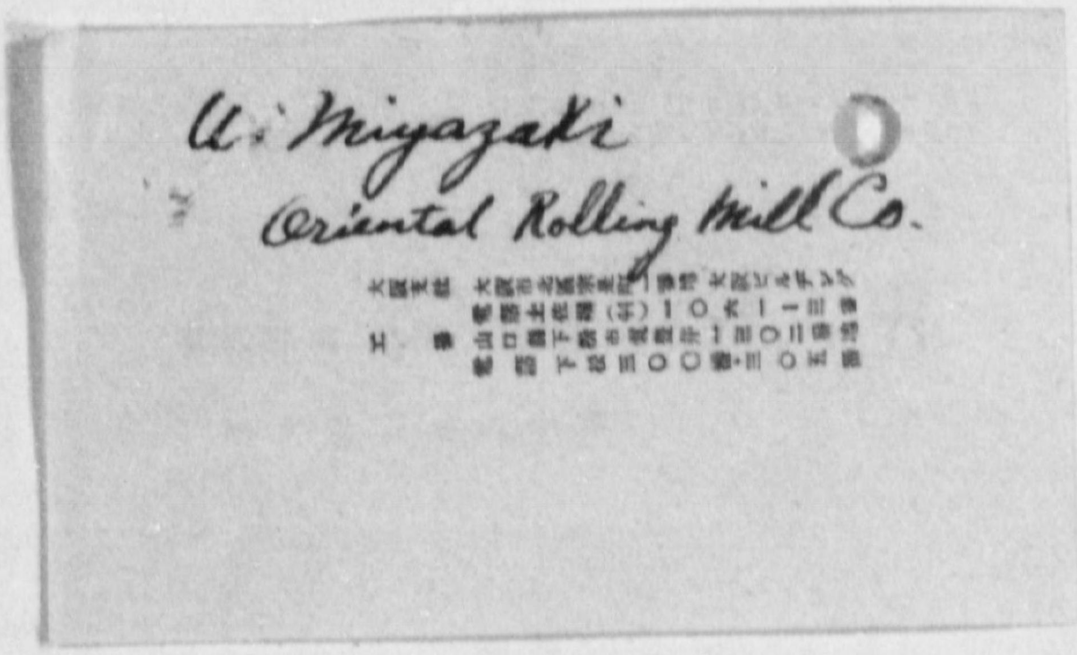
YOKOHAMA BRANCH

Chairman : SAITO, Shigetoshi

Vice-Chairman: SHIMIZU, Seiichirō

Secretary : HIUGAJI, Yoshihisa

Section	Chief
Organization	: FUEKI, Renpei
Education	: YOSHIDA, Taro
Investigation	: TANGE, Katsuzo
Culture & Welfare	: HASHIKAWA, Kiyokazu
Finance	: YAMASHITA, Teiji
Youth	: IZAWA, Kuniji
Women	: SUZUKI, Sakie


U. Miyazaki
Oriental Rolling Mill Co.

東洋鋼鈑株式會社
技術部長 宮崎右太
東京都中央區日本橋横山町[illegible]平和ビル
電話字番町(66)六八一九・七一[illegible]・七一六六

File -
Petitions etc
left by various
companies

Recd 5 Jan 49

30 December, 1948.

To: Labor Section,
Eighth Army Military Government.

From: Management of the Toyo Kohan K.K. (Oriental Rolling Mill Co.), Kudamatsu City, Yamaguchi Prefecture.

Subject:Report on the labor dispute in the Toyo Kohan K.K.

The Kudamatsu factory of the Toyo Kohan K.K., which forms the backbone of the metal industry in Yamaguchi Prefecture, has been unable to operate since 5 December, 1948, due to a strike in the factory impregnated with considerable political coloring.

The original cause for the strike lies in an exorbitant demand for a tax excluded 11,500 Yen wage level made upon the company in the middle of November by the labor union of the company. The union belongs to the All Japan Metal Workers Union which in turn is affiliated with the National Congress of Industrial Organizations.

As a result of collective bargaining the company proposed to settle the dispute by paying a tax excluded 9,000 Yen wage level, the highest wage existent in Yamaguchi Prefecture for similar industry. About half of the union membership accepted the proposal made by the company.

However, Communist Party members belonging to the union outwardly expressed dissatisfaction with the compromise wage level and agitated among the union members for continuation of the dispute, and in stentorian voice alleged that "the first requirement at this time is to unite and fight".

About half of the union membership were dissatisfied with this attitude of the extremist faction of the union and as a result they

withdrew from the parent union on 17 December and formed a 2nd union of their own. The 2nd union was formed under the banner of "Reject the Communist Party's Fractional Activities".

The extent to which the striking union adopted the principle of "Struggle First", relegating the wage issue to a secondary position, may be plainly discerned when it is understood that the new wage proposed by the company consists the highest wage level in Yamaguchi Prefecture.

The striking faction has occupied the factory by force since the strike started on 5 December. The inside and outside of the factory is rigourously picketed, normally by about 150 members of the striking faction. This force is sometimes increased to as many as 500 pickets by drawing upon the strength of neighboring labor unions, communistic groups and the Korean League, etc. These pickets have used violence, which sometimes resulted in casualties, to obstruct and prevent the entry into the factory of company officials and members of the 2nd union attempting to resume work.

To crown this violence, leading officials of the company who attempted to solve the situation through collective bargaining, were confined in one room by members of the striking faction for a period of nearly 24 hours, from 10 a.m. on 20 December through to 10 a.m. on the following 21st. A large number of union members surrounded the officials and attempted extort from them statements favorable to the union in an atmosphere reminiscent of a "Peoples Court". During this period of confinement the company officials were not permitted nor given the opportunity to obtain or partake food.

Also, during a conference of the officials of the 2nd union

in Kawaguchi Inn, Kudamatsu City, on 17 December, members of the striking faction surrounded the inn, then stormed into it, and for 3 hours from 8 p.m. obstructed the conference. Similar violence occured later at Hamayama Inn.

The company has filed an official complaint with competent authorities in regard to this type of illegal activity and at the same time making efforts for early settlement of the dispute. However, the company is hard beset to solve the dispute due to the adoption with violence of the "Struggle First" program by the striking union which apparently has no intention of arriving at an amicable solution through collective bargaining.

Communistic union leaders in the factory who are guiding the striking faction are but few in number. However, from the very beginning the dispute has been and presently is part of the Communist Party's election campaign disguised under the cloak of a wage dispute. Insofar as emphasis must be laid upon this point, it must be pointed out that the motive background of the dispute is far greater than the dispute itself---somewhat similar to a red iceberg with but a fraction of the whole showing on the surface.

The Kudamatsu district, where the factory is located, is between Tokuyama City and Hikari City. This district is the center of communist activity in Yamaguchi Prefecture and during the last general elections the Communist Party obtained a considerably large number of votes. In view of this favorable precedent, the Communist Party is presently putting considerable effort into its "Election Struggle" by utilizing the strike which they claim is a "Wage Struggle". By this means the Communist Party hopes to obtain the support of the

laboring classes of the district.

In order to give guidance to the dispute several members of the Communist Party were dispatched to the Kudamatsu district from central headquarters of the party in Tokyo. Gyohei Tanaka, who is famous as a local organizer for the Communist Party (he will run from the Kudamatsu district in the coming elections as candidate from the Communist party), Choji Harada and Kojiro Takenaka and other communists are guiding the dispute in close coordination with the Communist Party's Kudamatsu District Factory Cell by means of frequent meetings held in Kushigahama Town.

To put the matter bluntly, the main obstacle to settlement of the dispute lies in the union's emphasis on furthering the election campaign of the aforementioned Gyohei Tanaka. Because of this underlying motive for continuing the dispute the union has little interest in superficial issues . The union has laid aside the question of settling the strike through collective bargaining but is devoting its energies to maintaining and developing its principle of "Struggle First".

Because of these facts, the discovery of a road toward amicable settlement of the dispute has been made very difficult.

Signed:

A. Miyazaki

STANDARD FORM NO. 64

Office Memorandum • UNITED STATES GOVERNMENT

TO : Capt Pousaid, MG Section 8th Army DATE: 29 DEC 48

FROM : Tokyo MG TEAM, APO 181

SUBJECT:

File-Petitions, etc., left by various companies

1396—FEC Printing Plant—5 48—100M

To Captain Pouzard.

Imperial Oil Co.

B

OPPOSED TO GENERAL AGREEMENT

AKITA STILL IN VIOLENCE

Dec. 2, To Dec. 22

THE COMPANY ANOUNCED THE DISMISSAL
PLAN BY MAIL

It was promised to the central dispute committee of the union to solve everything until Nov. 30 according to the Provisional contract between the company and the central dispute committee of the Union but we have not got any answer from the union at the time (Nov. 30) the company had anounced the dismissal of 2,016 personnels by mails on Dec. 1, and 2. Those dismissal personnels had received them on Dec. 2 and 3.

THE PROVISIONAL CONTRACT REJECTED
AT THE GENERAL MEETING OF KASHIWAZAKI

The conclusion of the general meeting of the union from Nov. 26 to Nov. 29 at Kashiwazaki, Niigata prefecture had reached to reject the provisional contract between the company and the central dispute committee of Tokyo.

However, they elected the new negotiation party consists of 16 personnels hoping the final solution with the company and they sent a message(I) to the company dated on Dec. 3. The company had met with this new negotiation party on Dec. 3 and listened the nature of this negotiation group and others.

THE UNION OF YAMAGATA HAD CHANGED
THE ATTITUDE

On the other hand the union of the Yamagata chapter had reached to the conclusion to accept the provisional contract independenty and the representatives of the Yamagata chapter came up to Tokyo on morning of Dec. 3 and had expressed their new attitude to the company.

After they (Yamagata chapter) seceded from the whole unitized union of the company they accepted the provisional contract and at last they made the provisional signing with the company independently and at the same time the three representatives of Yamagata chapter had seceded from the new negotiation group.

YAMAGATA SETTLED FIRST

On Dec. 6 between the company and Kōno, the chief committee of Yamagata chapter agreement was reached as shown in another sheets(II) and accordingly so far Yamagata chapter concerned it reached to perfect solution with the company.

GENERAL AGREEMENT REACHED ALSO BETWEEN THE NEW NEGOTIATION PARTY AND THE COMPANY

After seceding of Yamagata chapter from the whole Teikoku Oil Union, the new negotiation party decided to accept the provisional contract(IV) on the same line which was accepted by the Yamagata chapter.

On Dec. 6, the new negotiation party negotiated with company and accepted and singed after the process, given in the another record(III)

As soon as the contract was signed, each representative went back to their own chapter and reported the result of negotiation. All chapters except Akita, decided to accept and follow the contract and employees dismissed recognized themselves their retirement by receiving dismissal and retirement allowances. Though disturbance was influenced to some extent on oil production, it recovered soon and almost settled now.

To all employees, except Akita, salary for December was paid on 17th by new wage level according to the contract and the balance between old and new wage levels since July to November will be paid on Dec. 24.

THE VIOLATION OF AKITA CHAPTER. THE AGITATION OF LEADERS DECREASED CRUDE OIL PRODUCTION HEAVILY.

From that day they recieved the dismissal mails, the Akita chapter begun to agitate and continuing the movement which neglected the contract.

The dismissed personnels urged the remaining workers from Dec. 3 and sabotaged or came into the district offices in large crowd, and confined the district manager or staffs and forced to do party negotiation every day.

As the result of intentional sabatage of them, the production of crude oil decreased 30% to 50% that of normal state especially in Yabase and Toyokawa oil fields which are led by the worst union representatives.

AKITA CHAPTER APPEAL TO THE COURT.

Against the contract which other chapters had already accepted, the Akita chapter appealed to the Akita district court both on the invalidity of dismissal and the performance of the old labor contract.

Opposed to the union's appeal, the company had made the appeal of provisional disposition containing the stoppage of work(job) of main four union representatives.

The first public hearing was done on Dec. 14 and the second will be done on Dec. 23 at Akita district court, and the first case was resulted in laughing stock of union side due to their incomplete data of appeal.

ATTITUDE OF THE COMPANY TO AKITA CHAPTER.

As the violation and decrease of oil production are due to the agitation of jobs by dismissed people, company sent notification on Dec. 21 to each individual by mail saying that :-

To dismissed personnels

i) Recieve dismissal and retirement allowances at once.

ii) Don't attend to previous jobs or operate.

iii) Company will pay travelling expense to whom leave within 30 days.

To remaining personnels

i) Reduction of personnels due to readjustment will not be carried out any more, however ones who break the working rule will be strictly discharged.

ii) Company will pay new wage to the branch, which accept and follow the contract.

If the above notification is ignored by the union, Company will take stronger attitude and will announce to refuse the payment of retirement and dismissal allowances based on contract to whom doesn't come to recieve them until the definite date.

In spite of the requests of payment by new wage level, it has not been paid to any branch of Akita chapter, because none of them accepted the contract.

News of AKITA CHAPTER INSIDE

Among the Akita chapter itself, in both Asahikawa and Akita district office branches, most of union members are hoping to accept the contract and wishing to hold the general meeting to decide to accept, but the staffs of the union always prevented to open the general meeting in each case and also prevented personal volition of those who are willing to accept dismissal.

Until Dec. 22, the total number of men who accepted their discharge and get dismissal allowance are about 150 men out of 1,000.

- ooo -

(I)

Date: Dec. 3, 1948

To: Mr. K. SAKAI, President of Imperial Oil Company.

From: S. Tabuchi, Chairman of Central struggle committee.

Notification on establishment
of a negotiation party.

We hereby notify you that the negotiation party was established following the decision of the 9th emergency all Japan's general meeting of the Union on November 29, 1948 and the party was entrusted full authority to conclude the negotiation regarding the following points:-

1) Mater refers to the reduction of the employees.
2) " " retiring allowance.
3) " " dismissal allowance.
4) " " wage system.
5) " " Temporary workers.

The number of representatives of the party is as follows:-

Niigata	5
Akita	4
Yamagata	3
Tokyo	2
Hokkaido	2
T o t a l	16

Chairman: S.SASAKI

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(II)

Agreement

1) The number of union members to be dismissed due to the readjustment program of the industry shall be 247 within Yamagata oil mining office.

2) Dismissal allowance shall be 6 times of the basic salary plus various allowances based on the monthly average of ¥3,100.
(The basic month of above calculation shall be November excluding overtime allowance.)

3) The rules of retiring allowance proposed by the company shall be applied to those who retire from the company at this time.

And fixed rate of promotion of salary in calculating present basic salary to be made in case of need is 9 % increase per annum.

4) The company's final proposal of the wage system shall be accepted except the separation allowance which considered not to be included in the basic salary.

5) The retroactive payment for the balance between July to November shall be paid soonest possible deducting ¥5,000, the payment already made.

Date: December 6, 1948

Singned: K. SAKAI, President,
of Imperial Oil Company.

I. MITSUNO, Chairman
of Imperial Oil Worker
Union of Yamagata.

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(III)

Abstruct

Minute of progress of

negotiation

Date: Dec. 6, 1948

Place: Vice-President's room.

Attendances: Company's side: President, Vice-President and 5 other directors.

Union's side: The negotiation party and 4 central struggle committeemen.

Union: (Chairman) We shall go into the Negotiation following the line of the provisional agreement as we proposed by the company on last saturday and also admitting the company's disposal as the existing fact.

We shall start the negotiation in the name of Imperial Oil Workers Union because the negotiation party was entrusted a full authority at the all Japan's general meeting.

Union: (Murata, Skita) We are not concerned about this negotiation as the Akita did not join to the negotiation party.

Company: Unless the union shall make clear the nature of the negotiation party, the company would not be able to start the negotiation.

Union: As we mentioned already, the negotiation party was entrusted full authority by the all Japan's general meeting. Therefore we could start the negotiation in the name of the Imperial Oil Workers Union as a whole.

Company: We understand.

Union: We submit our proposal:

1) You are kindly requested to show us the number of employees to be dismissed by each oil mining office.
(Omitted other 12 points)

Union: Let us know the number of employees to be dismissed by various offices.

Company: We can show you if you admit the company(s management at this time as an existing fact.

Union: We do so.

Company: Then we anuounce it.

Head office	111
Alloid Metal	13
Kashiwazaki	687
Higashiyama	162
Yamagata	247
Akita	691
Hokkaido	105
T o t a l	2,016

According to the future circumstance of the negotiation, excluding Yamagata, We may increase the number of employees to be dismissed from 2,016 to 2793.

Union: Tell us the management shall not make more reduction than 2,016.

Company: We make no more reduction than 2,016 if the negotiation concluded smoothly.

Union: We understand it.

Union: How about the payment of the balance.

Company: We pay it if the negotiation is concluded favourably.

Union: How about dismissal allowance for temporary workers.

Company: 6 times of actual income based on ¥3,100 average.

Union: We understand.

Union: Plaase consider joint management council regarding personnels.

Company: Can not agreed with.

Union: Then instead of joint management connoil, let us have explanation meeting to make us understood.

Company: We may able to do it, if you admit the existing fact and only expect our explanation to make you understand. However, the conversation shall not be recorded. We notify

to various oil field offices to have explanation meeting if you accept the existing fact.

Union: We understand.

We hereby duly confirm that the above minute is correct.

Signed by president.

" S.Sasaki, Chairman of negotiation party.

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(IIII)

AGREEMENT

Date: Dec. 6, 1948

Signed: Mr. K. SAKAI, President, Imperial Oil Company.

S. SASAKI, Chairman of the negotiation party of Imperial Oil Workers Union.

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1) The number of dismissals of the union number caused by the readjustment program of the industry is as follows:

Head office	.....	111
Kashiwazaki	.....	687
Akita	.....	691
Hokkaido	.....	105
Higashiyama	.....	163
Alloid Hard Metal plant	.....	13

2) Dismissal allowance shall be 6 times of the basic salary plus various allowances based on the monthly average of ¥3,100. (The basic month of the calculation shall be November excluding overtime allowance.)

3) The rules of retiring allowance proposed by the company shall be applied to those who retire from the company at this occasion. And the fixed of promotion of salary in calculating present basic salary to be made in case of need is 9 % increase per annum.

4) The company's final proposal of the wage system shall be accepted except the separation allowance which is considered not to be included in the basic salary.

5) The retroactive payment for the balance netween July to November shall be ¥5,000, the payment already made.

The matters came to understanding of both parties.

1) In calculating the retiring allowance of Higashiyama gallery workers, not more than 30 % extra privilege shall be given to the number of years of their continual service.

2) No more reduction of union member other than the number shown on the agreement shall be carried in the name of the readjustment plan of the industry.

3) For the employees to be dismissed due to the readjustment program of the industry, a priority shall be given to them when the company necessitate new workers in the future.

4) Atmost effots shall be made introducing a new job to those who are dismissed due to the readjustment program.

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AKITA UNION PREVENT CRUDE OIL PRODUCTION
PRESENT SITUATION OF YABASE OIL FIELD
(BIGGEST OIL FIELD)

By the investigation of the company side from Dec. 18 to Dec. 22, main reasons of decrease crude oil production became very clear as of follows: -

INCREASE OF SUSPENDED WELL

In whole Yabase oil field there are 274 producing wells and within this 138 wells are suspended of late by those reasons.

(1) Daily repairing(serving job) stopped from Dec. 2.
(2) Sabotage of daily workers (machine shops, ware house, transportation, carpenters)

Therefore, in the normal state, about 183 k.l.(average daily production) of crude oil has been producing from the 274 producing wells. Whereas only 114 k.l. (daily production of late) of crude oil is expected from the 136 producing wells and it is correspond 49.6 % of normal state.

WORST LEADER AGITATE THE YOUNG FELLOWS AND REJECT THE STAFF ENGINEERS

In Yabase district young fellows agitated by the worst leader had rejected the chief drilling engineer (Mr. H. Kobayashi.) and he could not made and order on work and also in Koya district the young fellows had rejected the chief drilling engineer (Mr. D. Sasaki.)

THEY (UNION) THREATEN THE FOREMAN

Yabase oil field is consists of three districts: that is Yabase district, Kōya district and Ōmonogawa district and in these districts the head foreman is always threatened by the workers.

For example, in Kōya district, Mr.Moriichi, Sato, the head foreman is threatened by them every day.
They strongly requested to him that he should mixed the dismissed workers in daily serving well jobs.

If he does not accepted that request he may put into the river by them. (by young fellows)

Or, in Yabase district, the head foreman is requested to sign the dismissed personnels on daily worker's note book.
In short they donot obey any order of foreman.

AGITATED BY OTHER UNION LEADER

Named Yasuda, the secretary of the government labour union of Akita made a agitation speach at the general meeting (from 10.30 a.m. to 12.30 p.m.) of Omonogawa district on Dec. 20.

Saying that the union may defeat in the court (the second hearing of Dec.23.) therefore it is better to use a terrorism

and it is all right to do murder or to injur if not discovered.

- ooo -

File — Petitions etc lift by various companies

Tels

WAGE AGREEMENT

Japan Coal Mining Federation (hereafter referred to as A) and Tanro, Zensekitan and Tankokyo (hereafter referred to as B) agree on miners' wage in the collective bargaining between A and B.

This Agreement is made in triplication. Both parties shall keep one of them and other one shall be sumitted to the competent authorities.

I. Wage Structure

(1) Basic Wage

Basic Wage shall be consisted of worker's pay and dependent's pay. Fixed pay shall be paid to the regular time work and piece-work pay shall be paid correspondent with the standard work.

The details of worker's pay shall be the same as those of old agreement.

Regular work hours shall be eight (8) hours from portal to portal, and shall be conducted as before.

(2) Non-Basic Wage

Non-Basic Wage shall be consisted of the following six items.

(a) Extra Work Pay

Wages which are paid for holiday work and overtime work.

(b) Special Work Pay

Wages which are paid for the work performed in special cases.

(c) Off-Work Allowance

(d) Special Group Bonus

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The details of worker's pay shall be the same as those of old agreement.

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Wages which are paid for holiday work and overtime work.

(b) Special Work Pay

Wages which are paid for the work performed in special cases.

(c) Off-Work Allowance

(d) Special Group Bonus

(e) Production Incentive Bonus

(f) Hokkaido Allowance

Hokkaido Allowence shall be provided in Hokkaido Allowance Agreement to be concluded afterwards.

7. Calculation formula of the standard efficiency provided in (A), (5), II of the Agreement is as follows.

$$\frac{\text{Total amount of production (excludes both production of unregular coal and holidays' productions)}}{\text{Total number of enlisted worker's working days in the first half}} \times 1.1$$

= Standard efficiency.

Amount of production and number of enlisted miners on days of reduced productions by sabotages, strikes and other disputes actions and of the period influenced with those disputes, shall be excluded from the above formula.

8. Production Incentive Bonus shall be calculated into the "wages which shall be the basis for calculating extra wage," provided article 37 of Labor Standard Act, but hourly wage of it shall not be paid.

Production Incentive Bonus of the previous month shall be regarded as that of concerned month and extra wage for it shall be included in the total amount of basic and non-basic wage of the concerned month, indicated in the formula provided in (A), (5), II of Wage Agreement.

9. Establishment of new wage structure in an individual mine on the basis of the Agreement shall be enforced from January, 1949 and calculation of difference between new and old wage from October to December shall be made according to the formula in an annexed note.

(1) "Classification of (1) underground direct worker and (2) underground indirect

hourly wage of it shall not be paid.

Production Incentive Bonus of the previous month shall be regarded as that of concerned month and extra wage for it shall be included in the total amount of basic and non-basic wage of the concerned month, indicated in the formula provided in (A), (5), II of Wage Agreement.

9. Establishment of new wage structure in an individual mine on the basis of the Agreement shall be enforced from January, 1949 and calculation of difference between new and old wage from October to December shall be made according to the formula in an annexed note.

(1) "Classification of (1) underground direct worker and (2) underground indirect worker" in the formula shall be changed into (1) underground piece-work pay jobs and (2) underground fixed pay jobs, if such changes are considered necessary according to the actual situation of each mine.

(2) If it is possible to calculate the proportion between piece-work pay and fixed pay of underground direct workers in each mine, this proportion shall be used in the formula (1).

When "underground direct worker" is changed to "underground piece-work pay jobs," above shall be applied to.

Production Incentive Bonus shall be calculated and paid according to (5), II of Wage Agreement after the liquidation of the difference is finished.

* (Formulas are omitted)

7. Calculation formula of the standard efficiency provided in (A), (5), II of the Agreement is as follows.

$$\frac{\text{Total amount of production (excludes both production of unregular coal and holidays' productions)}}{\text{Total number of enlisted worker's working days in the first half}}$$