

- b. Industrial safety, accident-prevention and the promotion of labour efficiency in mines, excepting the affairs concerning mine safety;
- c. Commodities for workers in mines.

Labour Standards Inspection Offices.

Article 46.

The internal organization of Labour Standards Inspection Office shall be stipulated by the chief of the said Office based on the standards provided by the Director of Labour Standards Bureau of the Ministry of Labour.

Public Employment Security Offices.

Article 47.

The internal organization of Public Employment Security Office shall be stipulated by the manager of the said Office, based on the standards provided by the Director of the Employment Security Bureau of the Ministry of Labour.

Article 48.

The appellation, location, serving locality, ~~and internal organization~~ <sup>of itinerant offices of</sup>

~~of Public Employment Security Office shall be stipulated by the manager of the Public Employment Security Office~~ <sup>determined by the Minister of Labour, and the internal organization of the same by the manager of the Public Employment Security Office, based on the standards defined by the Director of the Employment Security Bureau of Ministry of Labour.</sup>



20 June

Coal mine operators  
League sent this copy  
of letters for our reference.



Recommendation

June 15, 1949

To: Mr. Masaru Hayakawa  
Mr. Takeo Muto

Concerning the coal dispute, Dr. Suehiro, Chairman of the Central Labor Relations Board presented the oral proposal on May 31 and Remmei accepted it, while Tanro deferred its reply. However, on presentation of the advice by Mr. Amis Acting Chief, Labor Division, GHQ, SCAP, on June 1, this time Tanro accepted it while Remmei had some hesitation on it and the dispute has been brought over unsettled till now.

In brief, the unsettled points of disputes are only the interpretation on some parts of the Draft Agreement and the problem of composition of the Tripartite Committee.

Moreover, judging from various circumstances, immediate settlement of the dispute is considered to be necessary. I urge here you both parties shall endeavour to reach a final settlement of this dispute based on Dr. Suehiro's Draft Agreement and Mr. Amis' advice on it.

Takashi Katsura

Acting Chairman.

The Central Labor Relations Board

*Sumner*  
*File*  
*gill*



## Draft Wage Agreement

Drawn up by the conciliation of the President of  
CLRB (May 21, 1949)

1. Wage from April to June inclusive shall be agreed upon in principle on the basis provided for in the old National Agreement.

Reason for setting up the same standard efficiency as the old Agreement

Though the seasonal difference in efficiency between the first half and the second half shall be recognized to exist in the normal condition, it is agreed that the standard efficiency shall not be changed specially taking into consideration the actual situation that coal mines are on the way to recovery and the immediate establishment of self-supporting operation is requested.

2. For the purpose of relieving workers from their increased burden caused by the revised price of rice, payment of the difference between the new and old price for the specially rationed rice delivered more than other industries shall be made.

Amount of payment mentioned above shall be one hundred and twenty (120) yen (net receipt) for one worker throughout three months from April to June.



3. In mines which shall be obliged not to carry out the principle of the above two articles with special conditions caused by the new situation since March, special arrangement can be made on the revision or enforcement of that principle on the consultation between labor and management.

In case both parties should fail to agree, the matter shall be referred to the tri-party conference to be settled.

Understanding as to the application of this clause

( 1 ) Only those special mines which shall fall into the financial deadlock or shall become difficult to realize the stabilization policy rationally when they enforce the principle of article one, can request the "revision" in the application of article three. Other general coal mines are not allowed to request the "revision" taking advantage of the new situation.

( 2 ) Management will not enforce any revised measure unilaterally before any agreement of opinion is reached. However, special mines mentioned in ( 1 ) are allowed to continue their temporary measures which they have been carrying on since April, till any agreement can be reached.



Other coalmines except these will not try to extend their temporary measures unreasonably taking advantage of this article.

4. Both parties shall start to negotiate on wage after July immediately after the execution of this Agreement, but in that negotiation both parties can negotiate regardless of the old National Agreement and this agreement.

5. Above provisions shall be applied to mine office workers pay.

6. Should any dispute happen as to the interpretation and application of this Agreement, both parties shall request conciliation of the president of CLRB.



Oral Proposal on the Interpretation of the Draft Agreement

May 31, 1949

I. With the execution of this Agreement miners wages from April to June inclusive shall be decided wholly according to provisions provided for in the old National Agreement in principle but only in a mine with special conditions provided for in Article 3 of this Agreement, management can request to revise the Agreement by showing revising reasons concretely, However, this revising demand being a special measure to the utmost, Remmei is requested to make best effort so as respective companies and mines not to make revising demands provided for in this Agreement without good reasons.

In case any revising demand shall be made, content of legal right shall remain in an indefinite status till the final agreement shall be made, so at present both parties will not make any waste discussion on a premise of whether or not any revision shall be necessary and



~~shall try to enter in a substantial negotiation aiming to reach an agreement within a fixed term.~~

~~Remmei and Tanro are requested to do special efforts to accelerate smooth and prompt settlement of this negotiation.~~

Should negotiation between the both concerned parties be unable to reach an agreement, the matter shall be immediately referred to the central and district tri-party council to be settled within forty days (40) after the execution of this Agreement including local negotiation. Mines whose pits are located in more than two districts shall submit its case to the Central Council upon the agreement of opinion to settle it in the Central Committee.

In principle, second hearing system---central and district---shall not be adopted.

~~Locally, the third person in the tri-party council shall be the chairman of the district labor relations bureau or one nominated by him and the chief of the coal bureau or one nominated by him. Nationally, the third person shall be the Chairman of the Central Labor Relations Board or one nominated by him and the Director General of the Natural Resources Board (Shigen Cho) or one nominated by him.~~

II. In case any special circumstances should happen or in case such circumstance should recover, both parties can negotiate on measures for such circumstances.



Annexed Understanding to the Agreement

1. The wage rates provided for in the old wage Agreement (dated December 17, 1948) shall be extended for the period from April 1, to June 30, 1949.
2. The company which can not pay a hundred (100) percent of the wages provided for in the old Wage Agreement may apply to the union for a revision of the wages, and shall be able to pay whatever wages it is able to pay.
3. When the company claims it can not pay a hundred (100) percent of the old wages and applies for such revision, labor and management shall immediately negotiate on a revised rate. Should both parties fail to reach an agreement, the matter shall be submitted to the Tripartite Committee as specified in paragraph 5. The Tripartite Committee shall decide a revised wage.

(Comment)

Both concerned parties shall settle the case by a decision of the Tripartite Committee and each shall agree to waive any right of legal action against the other pending the decision of the Tripartite Committee.



4. When the revised wage is decided, a liquidation shall be made between the temporary pay and the new wage amount. For instance, if the Committee decides the new wages shall be ninety (90) percent of the old wages and the company has paid eighty (80) percent, the company shall pay ten (10) percent in addition for the period during which it paid eighty (80) percent.

5. The Tripartite Committee shall be consisted of one representative each of labor, management and the Labor Relations Bureau.

Nationally, the Tripartite Committee shall be consisted of one labor and one management representative and the Chairman of the Central Labor Relations Board or one nominated by him. Locally, it shall be consisted of one labor and one management representative and the Chairman of Local Labor Relations Committee or one nominated by him.

(Comment)

Locally the Tripartite Committee shall have the Chief of the Coal Bureau or one nominated by him take part in the discussion to express opinions, and nationally, the Chief of the Natural Resources Bureau or one nominated by him.



SHIMBASHI RAILWAY SUB-DIVISION  
JAPANESE NATIONAL RAILWAYS

17 June 1949

Ltr. Nr. 084-49

SUBJECT: Use of Posters, Signs, Facilities by Labor Union

TO : Mr. James W. Doherty,  
Chief, Labor Section,  
8th Army - Military Government

Attn: 1st Lt. Pate, Labor Section, KMG

I, the undersigned, feel very regretful for the great inconvenience caused by the railway strike on Keihin Line during the period of 9th to 11th June, and the confusion and turmoil created by the labor union when it attempted to have the control of railway operation.

Furthermore, in reference to the posting up of notices at the gateway to the railway premises by the sub-branch union of Higashi-Kanagawa Conductor's Office between the evening hours of 15 June and 1500 hours of the following day --- notices used for the different purposes from what they had been intended for in the name of Mr. James W. Doherty, we feel sure that your officials concerned must have been dismayed by this immensely.

In connection with this matter, we understand that it is your desire that we, the management, give some proper direction to the union. In order also to create better effect upon the union meetings, we wish to exert ourselves for the attainment of the following points:-

1) Signs, posters, notices, etc. to be used for the interest of the union should be posted in such a place as has been agreed upon by the union and the management. Consequently no posters, signs, notices, etc. if they are in conflict with the rules and regulations, will be put up on or inside a building, equipment or facilities owned by the management, with the exception of those needed for official business or for the good of general public.

2) The union ought to have its office or the place of its meetings outside the office building or premises owned and controlled by the management. In case some specific arrangement has been made with the management, the union may use the facilities belonging to the management, but normal operation of business should in no way be disturbed on account of it.

3) When a meeting is held by the union, restriction should be placed upon the attendance of outsiders. One representative each from different outside organizations may attend to read a message at the meeting, but he will not be

*13*  
*Kumars*  
*Gill in*  
*Labor*  
*JMM*



allowed to attempt to make an address, incite or instigate the indigenous members and disturb the atmosphere of the meeting.

We wish to inform you that we have the regulations already issued out in connection with signs, posters, notices, etc. as per attached paper, and we want to forcibly enforce these regulations as well as what was indicated by your officials. It is also our desire that they are faithfully complied with by the members of the union.

SHIMBASHI RAILWAY SUB-DIVISION  
JAPANESE NATIONAL RAILWAYS

*Y. Oku*  
Y. OKU, SUPERINTENDENT



(TRANSLATION)

File Nr. Tetsu-Shoku-So 412

Dated: 28 May 1949

TO : All Chiefs of Field Organizations Concerned

FROM : { Director, Personnel Div.  
{ Director, General Affairs Div.  
{ Director, Material Div.  
{ Chief, Personnel Affairs, Minister's Secretariat

SUBJECT: Activities by Full-time Union Members & non-members

.....  
.....  
\*abbreviated  
.....

I. Use of Signboard, etc.

- a) Signboard, etc. for regular union activities, and nothing else shall be approved.
- b) Permission must be obtained in advance as to content of the signboard, etc. It shall be posted up at a place designated, and at no other place.
- c) Not acceptable if it contains words on political struggle (fight) or personal abuse (denunciation).
- d) Not acceptable if it contains words to spoil the integrity of the National Railroad of Japan.

II. Use of Office Building, Telephone & other Facilities by the Union:

- a) Available only when the manager, after careful & deliberate consideration, admitted that it will not interfere with the office work.
- b) c) abbreviated .....

III. Use of Assembly Hall & other Facilities:

- a) For regular union activities only, and not acceptable for any other purpose.
- b) Acceptable ~~only~~ only when the representative of the union has clarified its purpose in advance.
- c) Not acceptable if the meeting/<sup>should</sup> deviates from its original intention and present a condition difficult to control.

.....  
abbreviated  
.....



*Indonesian*  
*[Signature]*

R E P O R T ( No. 3 )  
O N

- (I) Union <sup>Dispute</sup> Strike Instruction No. 29
  
- (II) Admonitory Notification to JNR Workers Union  
from JNR President

15 June 1949

Chief Shigekuni Kobayashi, Gen. Affrs Sec.,

Labor Bureau, JNR.



Copy of Dispute Instruction No. 29.

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From : Chairman, Central Dispute Committee, NRWU.  
To : Respective Chairman, District Board and  
Respective Chairman, Branch Dispute Committee.  
Date : 14 June 1949

In case Rly Authorities are going to revise, abolish or newly enforce from June 1 such items (the new shift system for conductors' boarding service included) as will fall under Par. 2, Art. 8, Public Corporation Labor Relations Act, each Branch is instructed to strive to reject one-sided enforcement of such by the Authorities till a satisfactory settlement has been made by collective bargaining.

Besides, each Branch is ordered to obtain from the Authorities affirmation of matters on management and operation of the corporation under Par. 1, Art. 8, to be also subjected to collective bargaining.

Notice

1. In case of rejection of collective bargaining the Branch concerned shall not fail to have the reasons for the rejection confirmed in writing, announce them inside and abroad, and thus expose Rly Authorities' lack of sincerity by employing propaganda tactics.
2. Especially you should remember that deliveration of the new personnel organisation, alteration of boarding-service shifts and of service hours, etc. making labor conditions, all such are to be fixed by collective bargaining.



While the Headquarters do not remain idle in obtaining confirmation in point of the above, each Branch is instructed to take up matters of this kind at once and get the fact confirmed.

3. Progress and results of collective bargaining shall be reported reciprocally and organistically to the Headquarters and other Chapters as well as Branches.



Admonitory Notification from JNR President

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**From :** President Sadanori Shimoyama, Japanese National Railway  
**To :** Mr. Chairman, Central Dispute Committee, JNR Workers Union.  
**Date :** 15 June 1949

**Notification**

In a note of June 13 we proposed correction of Union Dispute Instruction No. 26 (dated May 11), but while evading reply to us on the pretext of investigation you have kept on insisting that the immediate question of "new shift system" ought to be subjected to collective bargaining, in spite of our repeated inculcation on its being a matter for management. In this way collective negotiation has been carried on since June 12. <sup>ing</sup>Notifying nothing to us, however, the union one-sidedly issued Instruction No. 29 yesterday wherein forcible rejection of the new-shift system was ordered. What an outrageous breach of faith! Not that alone. Such action taken at the very moment when obedient to NR Service Order most Conductors' Offices were coming back to duty in peace, cannot but be interpreted as coming out of wicked intention to incite revolt against Official Service Order and purposely 'create a disturbance where peace prevails.'



When NR Officials took proper steps as they should towards service control the Union were quite ready to often blame them for issuing Service Order "one-sidedly" as it was alleged "on matters under negotiation."

And now Union side unexpectedly issued that surprising Dispute Instruction just while Rly Officials were carrying on negotiation in good faith. Who can suffer a faithless action like that to pass unnoticed ?

It is indeed a matter of deep regret for me to notify that there is no room left for further negotiation unless your Union takes a decisive step to withdraw the said Instruction (No. 29).



*Yoko ma*

*Suma*



TOKYO SHIBAURA ELECTRIC COMPANY

June 4, 1949

REPORT  
ON  
THE LABOR DISPUTE OF THE KAMO PLANT.

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Urgent telegram from Kamo, June 3, 1949

" Company's application for provisional application  
granted. Union's application rejected. "



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TOKYO SHIBAURA ELECTRIC CO.

June 6, 1949.

Report  
on  
the Labor Dispute of Kamo Plant.

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Decision  
on  
Provisional Injunction

Creditor: Tokyo Shibaura Electric Co.  
Debtor: Labor Union of Kamo Plant,  
Tokyo Shibaura Electric Co.

The Text

The Court orders the following provisional injunction on condition that the creditor deposits ¥ one million as guarantee money.

1. The occupancy of the debtor (the Union members) on the articles mentioned in the attached list shall be raised, and the Court orders the bailiff of the Niigata District Court whom the creditor invests with powers to keep said articles in his custody.
2. The debtor is obliged to deliver all the keys of the Kamo Plant to the creditor.
3. The above bailiff is obliged, upon application of the creditor, to let the creditor use the buildings mentioned in the Second List and deliver the manufactured goods, parts and raw material mentioned in the Fourth List to the creditor.



4. The debtor must not interrupt the creditor from executing business at Kamo Plant.
5. The above bailiff is authorized to order the debtor to withdraw from the land and buildings mentioned in the First and Second Lists attached and prohibit the debtor from entering them, in order to achieve the purposes mentioned in the above items.
6. The costs of this lawsuit shall be borne by the debtor.



八〇軍  
(CONFIDENTIAL)

TOKYO SHIBAURA ELECTRIC CO.

June 5, 1949.

REPORT  
ON  
THE TOSHIBA LABOR DISPUTE

---

Vice-Chairman Kubo's Speech (Communist)  
at the 16th National Committee Meeting.  
(Held on May 3 and 4)

*Federation*

1. International Situation

The monopolistic capitalist system of the world has been deepening and expanding the general crisis, being threatened with the danger of "Panic." The impoverishment of the people of capitalistic countries and the concentration of wealth in international monopolistic capital deprive <sup>of</sup> purchasing power ~~of~~ *the* international market, presenting what they call "purchasers' market," and competition in trade and struggle for market have appeared among countries. The struggle for the emancipation of the races in colonies and semi-colonies that used to be subordinate to Western countries has intensified and hastened the crisis of international monopolistic capital. The retrogression of boom ~~of boom~~ within the United States of America is still aggravating under such circumstances, and it is reported that the production is curtailed, the unemployment is increasing and the wages are being cut down. The dread of panic is going to spread all over America. The international monopolistic capital and the reactionary influences



associated with it are making efforts to tide over this panic by means of munition boom. Either in victorious countries or in vanquished nations the intention of the working people to protect peace is applying brake on this plot of the reactionary influences attempting to develop panic into war.

Quite recently (April 27) the American Government released the export of more than 500 commodities (most of them are electric machines) whose export into the Soviet it had been used to ban. In Europe the Social Unification Party as well as the Social Democratic Party is against the policy of the Anglo-American military government in the establishment of <sup>the Government of</sup> Western Germany. In China the Chinese Communists have stated that in next October the unification of a new China will be completed. What is important to us is that the birth of a new China is happening in Far East, in a country whose population is 450 million and in a country which is closely related with Japan in every economic and political point. This will exert a decisive influence upon the international situation surrounding Japan.

In South Korea Dr. Ri Shoban who used to insist on the stationing of American troops is now talking of the withdrawal of those troops with the U.S. forces.

## 2. Domestic Situation

The most important is the 1949 budget based upon the instruction of Minister Dodge which passed the Diet in spite of the opposition of Opposition parties.



The chief characteristics of the budget are:

- (1) A huge budget, the greater part of which revenue is derived from heavy taxation upon the masses.
- (2) Un productive. The industries are in danger of destruction.
- (3) It will break down education and culture.
- (4) It is high-handed, because the police expenses and the expenses for the extension of prisons are increased.
- (5) It will collapse the local finance.
- (6) Important departments depend upon dependent collateral funds.
- (7) Hunger export is prerequisite to this budget.

, If this budget is enforced, the life of the populace will be destroyed, the purchasing power will be reduced, medium and minor industrialists and business men will go bankrupt and the farmers will be impoverished. On one hand there is excessive-production panic, and on the other, the monopolistic prices are being raised. This is the true nature of this year's budget and of disinflation.

The present foreign trade is only too partial, being deprived of independence. For instance, radio sets are exported from Japan at 7 dollars and are sold for 21 dollars abroad. Cameras are sold at prices 10 times the price at which they are sold to buyers.

On the other hand the imports into Japan from abroad are disposed of in this country at prices twice or thrice the international price. The deficit caused by the difference between the export and import is borne by American tax payers, but the greater part of this deficit comes from the above partial foreign trade. The more prosperous such a trade becomes, the more impoverished Japan will be as if by a suction-pump, at the sacrifice of the populace. In the trade schedule of 1949 coal amounting to 15 million dollars will be exported. There is surplus coal in Japan.



In addition to that, timber is also going to be exported.

The exchange rate of 360 yen to one dollar is exerting a great influence upon silk, shipbuilding and other departments. If such ruinous policy is carried out, it will induce the furious resistance of the populace to spread throughout Japan, and the foundation of the state authority will inevitably be undermined. The ruling classes and the Government representing them who are most anxious about this intended to emasculate the organized workers by means of the detrimental revision of Labour Laws.

The above-mentioned situation assumes the following varied forms:

- (1) The back payment of wages are popular, not only in minor and medium industries, but also in major ones. There is no electric enterprise without the back payment of wages.
- (2) The cutting down of wages was started in coal-mines and is spreading over other industries. The Japan Managers' Federation has even begun to cry for the abolition of family allowances.
- (3) Toshiba took the offensive against the whole Union by the disposal plan issued by HCLC on February 28. It was quite clear that this was the attempt on the part of the management to make a bridgehead for the readjustment of all private industries by using external influence and laws.
- (4) The severe blow to communications business due to the 1949 budget, the reduction of general private requirements and the



uncertainty in the anticipation of foreign trade have forced, Nichi-den, Oki, Hitachi and Mitsubishi to announce readjustment plans.

- (5) The stock of merchandise in various industries has increased rapidly. The stock of vacuum tubes, lamps, transformers and others of Toshiba amounts to 800 million yen. The stock of Nichi-den amounts to 300 million. At Hitachi and Mitsubishi the production in anticipation has been discontinued.
- (6) The shipbuilding industry is now in a very great difficulty.
- (7) Not that the prices of commodities fall through lack of purchasing power, but that they stop to produce.
- (8) Every Union has realized that it can not tide over the difficult situation alone. There is a movement to unite in a big body. For instance, Nichi-den, Oki, Hitachi, Mitsubishi, Toshiba, All Japan Electric Equipment W. U. and National Federation of Metal Industry W. U. went on a joint strike.
- (9) All present problems are directly connected with the politics and budget, and so emphasis is laid upon the necessity that they should be <sup>re</sup>hightened to political struggle. For instance, they concentrated activity upon the Communications Industry Defence Conference.

Even the chiefs of prefectural assemblies have begun to take actions, based upon the pressure given by the regional struggle. If this prevails throughout the country, the authority of the central government cannot but be neglected.



### 3. Conclusion

The crisis of the Japanese capitalism is going to fall into "Panic" in the form of disinflation. The politics and economy of Japan is threatened with the loss of independence. This crisis is not only dangerous to the life of the populace, but also to the monopolistic capitalism. In consequence the class opposition has become more and more acute. All problems are political, and struggle will become insignificant if the question of authority is disregarded. The weak points of the enemy have been disclosed. Particularly it has become clear by facts that the tide will turn against the enemy in the affiliated structure of authority, the local authority, and the terminal structure and system of the authority of monopolistic capitalism by regional and shop struggles

The development of the situation in Asia will not necessarily be favourable to the populace. On the contrary, the new policies to be adopted by the Government will necessitate the reinforced unity of the laborers.

The offensive of the international monopolistic capitalism will aggravate the contradiction, and if it reaches the maximum point, the situation will inevitably reverse itself.



May 27, 1949.

*File in labor*

To: Natural Resources Section,  
Headquarters, 8th Army.

From: Mitsubishi Mining Co., Ltd.

Re: Report upon Solution of the Labor  
Dispute of the Federation of All  
Mitsubishi Coal Miners' Unions in  
Kyushu District. (Kyu-zen-ren)

We hereby report with great joy that the strike of the Kyu-zen-ren which has been going on since May, 4 has reached an amicable settlement at night May, 24 with mutual understanding of the management and the union.

1. On the Enterprise Reorganization.

There was an opposition between both parties concerning the final decision right of the enterprise reorganization program. At all, we could secure the managing right of the company by the following decision:

"In case dismissal of employees or change of working positions should be necessitated in future due to rationalization of operation and enterprise reorganization, the management shall explain fully the principal policy of the said measures to satisfaction of the Kyu-zen-ren, presenting the data concerning the matter, and shall decide upon the method of execution after full consultation with the union of each coal mine."

2. On the Wages from April to June.

The company shall pay the wages for the period April to June according to the old agreement.  
(363 yen base)

3. On Raising the Light and Fuel Prices.

The revised prices shall be put in force as from July 1. However, new prices shall be decided through negotiation by the end of June. Accordingly, the old prices shall be effective until then.



( Coal mine dispute )

Draft Wage Agreement

Drawn up by the conciliation of the President of CLRB ( May 21, 1949 )

1. Wages from April to June inclusive shall be agreed upon in principle on the basis provided for in the old National Agreement.

Reason for setting up the same standard efficiency as the old agreement.

Though the seasonal difference in efficiency between the first half and the second half shall be recognized to exist in the normal condition, it is agreed that the standard efficiency shall not be changed specially taking into consideration the actual situation that coal mines are on the way to recovery and the immediate establishment of self-supporting operation is requested.

2. For the purpose of relieving workers from their increased burden caused by the revised price of rice, payment of the difference between the new and old price for the specially rationed rice delivered more than other industries shall be made.

Amount of payment mentioned above shall be one hundred and twenty ( 120 ) yen ( net receipt ) for one worker throughout three months from April to June.

3. In mines which shall be obliged not to carry out the principle of the above two articles with special conditions caused by the new situation since March, special arrangement can be made on the revision or enforcement of that principle on the consultation between labor and management. In case both parties should fail to agree, the matter shall be referred to the tri-party conference to be settled.



Understanding as to the application of this clause.

( 1 ) Only those special mines which shall fall into the financial deadlock or shall become difficult to realize the stabilization policy rationally when they enforce the principle of article one, can request the "revision" in the application of article three. Other general coal mines are not allowed to request the "revision" taking advantage of the new situation.

( 2 ) Management will not enforce any revised measure unilaterally before any agreement of opinion is reached.

However, special mines mentioned in ( 1 ) are allowed to continue their temporary measures which they have been carrying<sup>ing</sup> on since April, till any agreement can be reached. Other coal mines except these will not try to extend their temporary measures unreasonably taking advantage of this article.

4. Both parties shall start to negotiate on wage after July immediately after the execution of this agreement, but in that negotiation both parties can negotiate regardless of the old National Agreement and this agreement.

5. Above provisions shall be applied to mine office workers pay.

6. Should any dispute happen as to the interpretation and application of this agreement, both parties shall request conciliation of the President of CIRB.



COMPANY HEAD INSPECTION

Company: \_\_\_\_\_

Location: \_\_\_\_\_

President: \_\_\_\_\_

Person interviewed: \_\_\_\_\_

Position: \_\_\_\_\_

How many unions are there in your concern? \_\_\_\_\_

Which union do you recognize? \_\_\_\_\_

When was this union formed? \_\_\_\_\_

Do you have regular meetings with its leaders? \_\_\_\_\_

How often? \_\_\_\_\_ Where? \_\_\_\_\_

Has your concern given any financial aid to this union? \_\_\_\_\_

When? \_\_\_\_\_ How much? \_\_\_\_\_

Do you have a copy of the union contract with your concern? \_\_\_\_\_

Does your concern belong to an employer's union? \_\_\_\_\_

Name \_\_\_\_\_

Location \_\_\_\_\_

What do you know of the Kagawa Ken Labor Relations Committee?  
\_\_\_\_\_  
\_\_\_\_\_

By what method are the grievances of your workers settled?  
\_\_\_\_\_  
\_\_\_\_\_

What was the last grievance settled? \_\_\_\_\_

How was it settled? \_\_\_\_\_

How long did it take to settle it? \_\_\_\_\_

Do you feel you have gained or lost by having a union in your  
concern?  
\_\_\_\_\_

Why? \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Hand of person  
interviewed.



UNION INSPECTION

A. Identification

- 1. Name \_\_\_\_\_
- 2. Location \_\_\_\_\_
- 3. President and Representative of Union
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
- 4. Number of members \_\_\_\_\_
- 5. Organization (Plant or concern)
  - \_\_\_\_\_
  - \_\_\_\_\_
- 6. President or Chief \_\_\_\_\_

B. Contract

- 1. Is there a contract? \_\_\_\_\_
- 2. Is it posted? \_\_\_\_\_
- 3. Has it been registered with the Labor Relations Committee?
  - \_\_\_\_\_
- 4. Period covered by contract: \_\_\_\_\_
- 5. Signers of contract.

	<u>position</u>	<u>name</u>
Company	_____	_____
	_____	_____
	_____	_____
Union	_____	_____
	_____	_____

- 6. Does the contract provide a wage scale? \_\_\_\_\_
- 7. Does the contract provide for special rations and/or allowances? \_\_\_\_\_
- 8. Does the contract provide for health and safety regulations?
  - \_\_\_\_\_

How? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



C. Finances

1. Does the union collect dues? \_\_\_\_\_
2. How much are the dues? \$ \_\_\_\_\_
3. Do all members pay the same amount of dues? \_\_\_\_\_
4. Who collects them? \_\_\_\_\_
5. Where are the union financial records kept?  
\_\_\_\_\_
6. Is a financial record posted? \_\_\_\_\_  
Where? \_\_\_\_\_ How often? \_\_\_\_\_
7. Who decides how union money will be spent? \_\_\_\_\_  
\_\_\_\_\_  
How is it decided? \_\_\_\_\_

D. Union Meetings

1. Where does the union hold its meetings?  
\_\_\_\_\_
2. How often do they meet? \_\_\_\_\_
3. During these meetings is every member given a change to speak if he desires? \_\_\_\_\_
4. Who presides at these meetings? \_\_\_\_\_
5. What percent of the members attend the meetings?  
\_\_\_\_\_

E. Union Officials

1. How were the officials chosen? \_\_\_\_\_
2. What is their length of office? \_\_\_\_\_
3. Do any of them receive a salary from the union? \_\_\_\_\_  
From the company? \_\_\_\_\_
4. Do any of the officials work full time for the union?  
\_\_\_\_\_
5. If a union official proves unsatisfactory can he be removed from his office? \_\_\_\_\_  
How? \_\_\_\_\_



F. Settlement of grievances

1. Does the union have the shop steward system?  
\_\_\_\_\_
2. How many shop stewards are there in the Union?  
\_\_\_\_\_
3. How does a union worker present his grievance?  
\_\_\_\_\_
4. Does the union keep a file on grievances? \_\_\_\_\_
5. Has the union ever called a strike? \_\_\_\_\_  
When? \_\_\_\_\_ Why? \_\_\_\_\_  
\_\_\_\_\_ How long did it last? \_\_\_\_\_
6. Have you ever heard of the Kagawa Ken Labor Relations Committee? \_\_\_\_\_

G. Union History

1. When was the union formed? \_\_\_\_\_
2. What type of union is it? Closed shop \_\_\_\_\_  
Union shop \_\_\_\_\_  
Open shop \_\_\_\_\_
3. The membership has increased \_\_\_\_\_ decreased  
\_\_\_\_\_ since its founding. How much? \_\_\_\_\_
4. Was there a union here previous to yours? \_\_\_\_\_
5. Is this the only union in the plant? \_\_\_\_\_
6. What percent of the workers belong to the union? \_\_\_\_\_

H. National Association

1. Is this union a member of a national association?  
\_\_\_\_\_
2. When did the union join the national association?  
\_\_\_\_\_
3. Does your union send representatives to the national association? \_\_\_\_\_ How many? \_\_\_\_\_
4. How are they chosen? \_\_\_\_\_



UNION MEMBER INSPECTION

Union Name: \_\_\_\_\_

Plant: \_\_\_\_\_

Plant Location: \_\_\_\_\_

How long have you been a member of this union? \_\_\_\_\_

Did you join of your own free will? \_\_\_\_\_

How much dues do you pay? \$ \_\_\_\_\_

Who collects these dues? \_\_\_\_\_

Where? \_\_\_\_\_

How often? \_\_\_\_\_

Have you ever been to a meeting where there was a discussion of how your union money was to be spent? \_\_\_\_\_

Was there a vote on how it was to be spent? \_\_\_\_\_

How often does your union meet? \_\_\_\_\_

Where? \_\_\_\_\_

Can you ask questions and make comments at these meetings? \_\_\_\_\_

Who is the leader of your union? \_\_\_\_\_

How was he chosen? \_\_\_\_\_

Were you present at his election? \_\_\_\_\_

Did you vote in this election? \_\_\_\_\_

Do you have a copy of your contract with the company? \_\_\_\_\_

If not, is one posted where you can refer to it at all times? \_\_\_\_\_

Whom do you go to when there is something about your union you do not understand? \_\_\_\_\_



When you have a grievance how do you go about getting it settled?

\_\_\_\_\_

\_\_\_\_\_

To whom do you give or tell it first? \_\_\_\_\_

Have you ever had a grievance? \_\_\_\_\_

How long did it take to get it settled? \_\_\_\_\_

Does the company have members that you know of in your union?

\_\_\_\_\_

Are any of them officers of the union? \_\_\_\_\_

Has your union ever been on strike? \_\_\_\_\_

When? \_\_\_\_\_

Did you want to go on strike or were you told to? \_\_\_\_\_

\_\_\_\_\_

By whom? \_\_\_\_\_

Do you feel that you gain something by being in this union?

\_\_\_\_\_

What? \_\_\_\_\_

Name of worker \_\_\_\_\_

Age \_\_\_\_\_ Sex \_\_\_\_\_

Mar \_\_\_\_\_



UNION FEDERATION INSPECTION

Name: \_\_\_\_\_

Location: \_\_\_\_\_

President: \_\_\_\_\_

Person Interviewed: \_\_\_\_\_

Position: \_\_\_\_\_

When was the Federation formed? \_\_\_\_\_

How many unions in Kagawa Ken belong to the Federation? \_\_\_\_\_

Has the membership increased \_\_\_\_\_ decreased \_\_\_\_\_ since foundation?

How much? (a) Unions \_\_\_\_\_ (b) Membership \_\_\_\_\_

What is the total membership of the Federation? \_\_\_\_\_

How often does the Federation have a regular general meeting?

Number of general meetings in the last twelve months \_\_\_\_\_

When was the last general meeting? \_\_\_\_\_

When will the next be held? \_\_\_\_\_

Where will it be held? \_\_\_\_\_

How many representatives does each union send? \_\_\_\_\_

Does the Federation collect dues? \_\_\_\_\_

How much are these dues? \_\_\_\_\_

How are the dues estimated? \_\_\_\_\_

Who is in charge of federation finances? \_\_\_\_\_ (Name)

\_\_\_\_\_ (Position in Federation)

How is Federation expenditure decided? \_\_\_\_\_

Is expenditure discussed at the general meeting? \_\_\_\_\_

Is a vote taken on it? \_\_\_\_\_

Is a statement of finances sent regularly to the unions in the Federation? \_\_\_\_\_ How often? \_\_\_\_\_



DECLASSIFIED E.O. 11652 SEC. 5(E) AND 5(D) OR (E) NNDG # 710073

How are federation officials chosen? \_\_\_\_\_

How long is their term of office? \_\_\_\_\_

When did the last appointment of officials take place? \_\_\_\_\_

Can unsatisfactory officials be removed? \_\_\_\_\_

How? \_\_\_\_\_

How many federation officials are paid? \_\_\_\_\_

List the offices they hold:

Name:

Office:

<u>Name:</u>	<u>Office:</u>
_____	_____
_____	_____
_____	_____
_____	_____

Is there federation a member of a larger organisation? \_\_\_\_\_

Name of organisation: 1. \_\_\_\_\_ (Japanese)

\_\_\_\_\_ (English)

2. \_\_\_\_\_ (Japanese)

\_\_\_\_\_ (English)

When did the federation join this organisation?

1. \_\_\_\_\_ 2. \_\_\_\_\_

How many representatives does your federation send? \_\_\_\_\_

How are they chosen? \_\_\_\_\_

Short summary of federation's activities since beginning of year:  
(e.g. Labor disputes in which federation has participated; educational activities etc.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Certified that the above particulars are correct:

Hand of person interviewed: \_\_\_\_\_

Signature of investigator: \_\_\_\_\_



File

Tokyo Shibaura Elect. Co.

This is the story of dispute  
existing between the management  
and Union at present.

(This Union is famous in Japan  
with its activities under the direction  
of the Communist party.)

SCAP has this  
also

Toshiba Management has sent us  
these copies for our reference.



(TRANSLATION)

( COPY )

March, 1949

Application for Order of Provisional Disposition.

TO: Yokohama District Court.

Applicant: Tokyo Shibaura Electric Co., Ltd.  
72, Horikawacho, Kawasaki-shi,  
Kanagawa-ken.

Legal Representative: Hirosaku Shinkai, Director  
Counsel for Applicant:

Tokutaro Kimura, Attorney  
Hideji Kamata "  
Heihachiro Terasawa "

respectively at Sanwa-Ginko Bldg., 4,  
2-chome, Muromachi, Nihombashi,  
Chuo-ku, Tokyo-to.

Opposing Party: Federation of Toshiba Labour  
Unions  
72 Horikawa-cho, Kawasaki-shi,  
Kanagawa-ken.

Represented by Chairman Tadanobu Ishikawa,  
Central Executive Committee.

Object of Application

Applied for is the judgment mentioned below:

"The Court gives on the case the provisional decision that any labour contract between the applicant and its opposing party would not exist after the 28th March, 1949, by reason of the notice of the 13th March, 1949 announcing the cancellation of the Labour Contract, till the day when judgment is passed on the principal case as to the validation of the managerial right, etc".

Reasons of Application

- (1) The applicant, engaging in the manufacture and sale of the electric machines and apparatus, has now the offices and plants all over the home-land totalling fifty-five, while the opposing party is a federation consisting of the labour unions numbering forty in total attached to the offices or plants under the direct control of the applicant (On the 27th February 1949, the Federation changed its Constitution to embrace the unions of the applicant's subsidiaries under its control). Under the date of 1st March, 1948, the applicant



and its opposing party entered into agreement as to the renewal with no change of the Labour Contract which had been observed by the applicant and the Kanto and Kansai Federations of Toshiba Labour Unions since the 11th May 1946, and, pursuant to the provisions of Article 22 of the same Contract, the both parties thereto have continued to every month renew the term thereof till the end of February this year.

(2) The Labour Contract which was hastily drawn up at the chaotic stage, political and economic, of Japan, is not only defective on so many sides but also, afterwards, has wandered more or less from its original object in the actual application thereof. Furthermore, it will fail to always answer the demands of the current situation due to the fluctuations of the surroundings. Even from the point of the elapsed period, the applicant is led to conclude that the time for conclusion of a new labour contract has already come. Under these circumstances, lately the Nine-Point Economic Stabilization Program and Three Wage Principles were suggested by GHQ for the Japanese Government, and as a result, the applicant, though a private concern, shall naturally be required to act up to the same suggestions in the actual administration. Especially, the Proposed Order of Disposal of the plants or offices transmitted by the HCLC on the 18th February under the Elimination of Excessive Concentrations of Economic Power Law is expected to be replaced by the Final Order in the very near future (around 10th April), as the Public Hearing was already over. On the other side, no special amendment is expected to be made to the same Proposed Order and therefore, the applicant must start, at once, to provide for faithful execution thereof. In such pressing circumstances, the Labour Contract between the applicant and its opposing party, though lately disappeared, had allowed the Opposing Party to meddle in the management of the company by the applicant. As this was the case, the applicant sent to its opposing party the notice dated 15th February this year that the applicant has no intention to renew the term of validity of the labour contract after the 28th February and simultaneously introduced the draft labour contract newly drawn up<sup>at</sup> it. The questions and answers about the draft have, since, been made several times.

(3) As pointed out above, the previous labour contract between two parties thereto completed its term of validity at the end of February, with such result that, in accordance with the provisions of Article 22, para. 3 of the same Contract, the provision of each part of the same previous contract has followed as a contract with no term of validity fixed. On the other hand, viewed from the process of discussion of the same draft labour contract, the applicant was led to conclude that the Opposing Party is trying to put off the discussion on some pretext or other such



that the applicant threw doubt on their bona fides for conclusion of a new contract, and therefore, in an effort to quicken the conclusion of a new contract and call upon the Opposing Party to make a determination, the applicant issued, on the 15th March, the previous notice that the above-mentioned labour contract with no fixed term of validity now in force should be cancelled on and after the 28th March, provided that no new contract is entered into till then. However, the both parties have failed to reach an agreement as to the new labour contract till the 28th March.

- (4) Though the applicant has still the intention of discussing over the new contract with sincerity, the attitude of the opposing Party is feared to retard the proposed quick conclusion of a new contract on one side, and on the other, the applicant is under duty to realize in the not-too-distant future the order of disposal of the offices or plants under the Elimination of Excessive Concentrations of Economic Power Law. In other words, the applicant is not permitted to wait indefinitely for the satisfactory agreement as to the new contract.
- (5) It goes without saying that the measures taken by the applicant on the labour contract since the 15th February are results of that the outer situation has lately come to produce a drastic and serious effect upon the management policy of the applicant and yet, it is not without other reasons that the necessity of revising the labour contract has been acutely felt as is made indisputable by the Article 22 of the Labour Contract which stipulated that the term of validity should be one month. In the case of the company with such variety of products, scale of enterprise and organization as the applicant, even the term of one month was often felt to have been excessively long. Or, the initial stipulation of renewing the term of validity every month has given rise to the paradoxical phenomenon that no chance of revision has been caught of during the period of four years. ~~Whereas~~ Whereas, the Opposing Party, in defiance of the actual situation where the renewal of the term every month has been provided for in the Contract, is refusing to conclude a new contract by means of the intentional misinterpretation of Article 22, para. 3 of the same Contract, in order, thereby, to press the applicant to accept the irrational position to make the previous Contract unchanged for ever. Such intention has become a clear fact in the courses of the discussions about the new contract.
- (6) At the time of conclusion of the Contract, the applicant has taken precautions against inclusion of the persons not directly connected with it, as, if included, the applicant is forced to owe a direct or indirect duty to them as to the working conditions, etc. and for such reasons, the both parties had exchanged memoranda as to the inalterability of the nature of the Opposing Party. For all that, the notice by the Opposing Party announced that its Constitution would be altered on and after the 27th February to include the labour unions consisting of the persons other than the employees of the applicant and,



though no confirmation has been made of the actual participation of such unions, such alteration of the constitution is sure to have changed completely the previous nature of the Opposing Party. From such angle, too, the applicant may conclude that the former Labour Contract should have ceased to exist.

- (7) Setting aside the question of whether or not the both Parties may enter into a new labour contract in the near future, the applicant filed a principal suit for recognition of the managerial rights of it, in order to conceive a plan of its rehabilitation and also, to observe and put into practice the order of the authorities concerned. The situation being so imminent as above, the applicant was forced to file this application for provisional disposition.

Counsel for Applicant:

Tokutaro Kimura (sealed)  
Hideji Kamata ( " )  
Heihachiro Terasawa ( " )



Tokyo Shibaura Electric Co., Ltd.

16, 1-chome, Nihombashi-Honcho,  
Chuo-ku, Tokyo

(TRANSLATION)

Instructions

Given by Political Bureau of Communist  
Party

Re: The Overthrow of Yoshida Cabinet.

March 30, 1949.

1. Instructions given for the movement to overthrow the Yoshida Cabinet.

As has been explained again and again, the characteristics of the Yoshida Cabinet are the Restoration of Reactionary Imperialism, the Enslavement of the People to Protect Monopolistic Capital, the Increase of the personnel of the police and maritime police to bring pressure on the people, the collapse of the medium and minor industries, and the breach of public pledges.

The Communist Party, as the vanguard of the people, has determined to resolutely overthrow the Yoshida Cabinet, the enemy of the people.

In response to the statement of the Political Bureau dated March 2, you and your affiliated organizations have done nothing worthy of the above determination to date. So a new instruction for another general attack is hereby given:

2. Struggle Targets and Pivotal Points to be attacked.

- (1) Struggle Targets



The targets for this movement are the monopolistic capitalists who betray their race and their Government, the Yoshida Cabinet, both of which we are going to overthrow. Therefore, all struggles that have been conducted should be associated with the above objective. Individual strikes and slow-down strikes and all other kinds of movements should be directly connected with each other, while disconnected and insignificant movements should be corrected without delay.

(2) Pivotal points to be attacked.

(a) To struggle against all reactionary offensives to be brought about in order to induce foreign capital.

A. Discharge due to enterprise readjustment.

B. Unemployment caused by the collapse of the racial capital and medium and minor enterprises.

Semi-unemployment should also be brought up. Struggle for the acquisition of housing for repatriates, the demobilized, and war-sufferers is to be conducted in parallel.

C. Struggle against administrative readjustment.

D. Struggle against condensing of labour and low wages.

E. Struggle against the job classification and the deprivation of the right to strike of public servants.

F. Struggle to oppose to the detrimental revision of the labour law.

G. Disclosure of concealed paddy-fields.

H. Struggle against the Government's suspension to purchase wood and charcoal.



- I. Struggle for reconstruction of the areas damaged by the storm and floods.
- J. Struggle for the abolition of the taxes imposed on the masses.  
Struggle against the creation of new taxes.
- K. Disclosure of big evasion of taxes.
- L. Protest against the centralization of funds and material of monopolistic capital that betrays the country.
- M. Restoration of medical treatment and public health for the sake of the people.
- N. Protest against the enslavement of education.

(b) In order to bring the above struggles to perfection,

- i) Unconditional unification of labor and farmers fronts.
- ii) Unification of fronts of democratic races.
- iii) Abandonment of the Union struggle policy.

It should be emphatically propagandized that the above three policies are necessary. What is more important is the joint movement of the Social and Communist Parties, but this movement is regarded as hopeless. However, it should be corrected.

(c) To hasten the early conclusion of the peace treaty.

### 3. Struggle measures.

- (1) All fractions should decide one struggle target by devising to make the pivotal point for struggle compatible with their areas or shops, as a vanguard.
- (2) Since a union fraction is particularly designated in this struggle, that union fraction should make a good contact for a joint struggle.



- (3) The union fraction should induce the workers and citizens in the area to struggle jointly and by doing so, gradually expand the struggle target.
- (4) Demonstration, sabotage and strikes which are not compatible with this movement may be discontinued. Make them compatible with it if possible.
- (5) The struggles conducted under the instructions of the Prefectural Committee should be carried out, with conscious targets -- the overthrow of the Yoshida Cabinet, but not the Prefectural Government. The area struggle and disjointed struggle should be avoided.

The above movements, it is desired, will be conducted as the joint campaign of the Social and Communist Parties to be continued until the May Day as the outpost action for the May Day.



Toshiba Horen Hatsu No.271

Mar. 31, 1949.

Secretary Kan Ito,  
Management Council.

re: Opening of Management Council.

I ask you for reopening of the said council as follows,  
considering many issues we have now, that is, New Wage System  
and the rules on it, etc., all of which we must urgently solve:

Date: 9.30 a.m. Apr. 4, 1949.  
Place: Tsukamoto Bldg.

Please send your reply by letter by noon Apr. 1.

Masumi Morita (sealed)  
Secretary of Management Council.



Toshiba Koren Hatsu No. 274

Apr. 3, 1949.

Secretary Kan Ito,  
Management Council.

re: Management Council.

The note Hon-Bo-Tatsu No. 24-22 dated Apr. 1 regarding Management Council is herewith acknowledged.

We cannot consent to your opinion that the Management Council has become extinct of itself after Mar. 28 when the Labor Contract became null, for we hold our own opinion unchanged that the Labor Contract still remains effective.

We can understand your intent to solve the issues at the previous Councils by Talk, but by "Talk" do you mean a Collective Bargaining? And when will be the date?

Please let us know by letter in the course of Apr. 6.

Masumi Morita (Sealed)  
Secretary of Management Council



Hon-ro-soku 24 Hatsu No. 54.

April 4, 1949.

Tokyo Shibaura Electric Co., Ltd.

Report of Kawagishi Works Dispute  
(Continued IX)

Recent information of above subject matter is reported as follows:

- Mar. 22. Received the overture of the Chairman of Kawagishi Works Employees' Union by contents-certified post dated March 19, 1949, the contents of which are as per attached paper (A).
- Mar. 25. Posted by the contents certified mail the Company reply as per attached paper (B), to above overture.



Attached Paper A.

March 19, 1949.

TO: Mr. T. Takahashi, Executive Director,  
Tokyo Shibaura Electric Co., Ltd.  
Omori Bldg., 1, 4-chome,  
Nihombashi Honcho, Chuo-ku, Tokyo.

FROM: Toshikane Arai, Chairman,  
Toshiba Kawagishi-mura, Suwa-gun.

SUBJECT: Overture.

With reference to the notification and overture of your good self, each dated March 4, 1949, we manifested our intention in the written reply and the open letter, both of the same date. Yet, without previous notice you had the provisional disposition of Kawagishi plant executed March 9 by applying to the Court therefor on the pretext of the alleged occupation of said plant by the Union. Nothing can be concluded, we believe, from such action but it proves itself taken according to the predetermined program of the Company, as we pointed out to such effect in our open letter. The fact, this Union has behaved calaly against the repeated violations of labor contracts conducted by the Company, and has desired to deliberate with it at the authorized machinery as soon as possible, will be clear if you coolly reconsider the past progress of the dispute.

It is only natural, therefore, that the repetition of such unilateral actions arouses the public opinion without our appeal to it, though you laid the blame at our doors, and we would take liberty of advising you that, did you count the name of Toshiba as anything, you should pay special consideration to such matters. Not doubting that the Company, which is fully alive as to the possible consequence of leaving idly, without utilizing, the machines and equipment which are counted among rare ones in Japan, will not also expect the dispute to be settled in the state as it is. Accordingly, the Union, which eagerly wishes the earliest reopening of production, makes again the proposals as follows:

1. The unilateral measure taken by the Company violating the Contract, shall be withdrawn, and full deliberation shall be made, in order to settle this dispute. This Union will not gainsay, as has not done, the opening of meeting for deliberation of such nature. In case you are prepared to accept this proposal, the notice is requested to be made either to chairman Ishikawa of Federation of Toshiba Unions or to Chairman Arai of this Union regarding to the time and place for such deliberation.
2. The delay of payment of past-due wages and allowances, that has been intentionally conducted as a measure to settle this dispute, is neither allowed by laws nor permitted from



the humanist point of view. Therefore, we request you to answer with sincerity in respect to the early completion of payment.

For reference, the payments past due are remunerated:

- (1) Balances of wages for May and June.
- (2) Balances of wages for September and October.
- (3) Balances of over-time allowances.
- (4) Balances of travelling expenses.
- (5) Bonus for the second term of 1948.
- (6) Settlement of accounts for wages for January.
- (7) Settlement of accounts for wages for February.
- (8) Settlement of accounts for wages for March.

3. Your early reply to our request of allowance for cold region, which request has been repeatedly mentioned, is again asked for.



Attached Paper B.

March 25, 1949.

TO: Mr. T. Arai, Chairman,  
Toshiba Kawagishi Works Employees' Union,  
3786 Chuodori, Okaya-shi, Nagano-ken.

FROM: Tsunesuke Takahashi, Executive Director,  
Tokyo Shibaura Electric Co., Ltd.  
Omori Bldg., 1, 4-chome Nihombashi Honcho,  
Chuo-ku, Tokyo.

SUBJECT: Reply to your Overture of March 19, 1949.

Reply to above subject matter is made as follows.

The Company is prepared to accept your overture for opening collective bargaining provided that it is expected to serve for the settlement of dispute.

For that purpose, however, it must be understood before entering the collective bargaining, that so far as it is a dispute, the Company has its specific objects as well as the Union does.

Being obliged to take some measure against the Kawagishi Works, whose business condition it has been badly unpaying, we, the Company, have tried forward to the management council a re-organization plan drawn up after much deliberation among ourselves, said council being the machinery authorized for discussion over such matters authorized by the labor contract.

Thus the Company desired nothing but to have the matter handled and disposed of at the managing council in conformity with the spirit of the regulation therefor. It is we, the Company, that have ever tried to observe the labor contract with greatest endurance and best sincerity according to above policy, while you, the Union, had continued aggression until at last you gave up the very right to discuss. Therefore, it may be fairly concluded that it is you, and not we, that have contravened the contract.

Moreover, you had taken repeatedly unreasonable, violent actions of dispute, and thereby had subtly prepared the way for the occupation of plant. Disregarding our strict warning against such actions of yours, asking you for reflection on one hand, and on the other giving you a fair show to reopen a peaceful and free collective bargaining, you proceeded along the line of your policy to take over the plant, and thus compelled us to take the action in lockout, per missible for us as a fair counter-measure in such cases. The lockout having failed to check you from continuance of production control, the only measure left for us was to bring a law suit, and in consequence, the provisional disposition was put in force. Therefore, this



measure was not taken without due cause, or was predetermined.

Now that this dispute was caused by the actions of dispute illegally taken by you, and that we failed to settle it by peaceful means of conciliation, we have but to choose a counter-action of dispute as the last resort.

The production control, enforced by you as the means of dispute of action during all the while, brought us a heavy loss, which, together with the strict application by the government of the "nine-point economic program" and of the "three-point wage program," has dealt the Company almost deadly blow.

The Proposed Order of Reorganization of the Tokyo Shibaura Co., recently issued under the Elimination of Excessive Concentrations of Economic Power Law, has brought drastic changes in the circumstances, according to which Order the Kawagishi plant shall be disposed of, and we are now not in a position to decide its reconstruction plan among ourselves in spite of said Order on the ground of its being "Proposed", for it deems issued after every consideration has been paid by the competent authorities.

Such being the case, it is to be understood that the changes of circumstances are not of such a nature as to bring a more favorable settlement for you of the rehabilitation of Kawagishi Works, issue of the dispute. You may be keen alive about these changes, but we mention them, because such understanding is the major premises for the collective bargaining to be opened henceforward.

From this it follows that the matters to be discussed at, and the conditions to open the collective bargaining, will be more restrictive than before.

The matters for discussion thereof will be:

1. Question of responsibility for this dispute,
2. Matters pertaining to Kawagishi Works reorganization,
3. Matters concerning the recognition that the decision made according to the right of enterprisers invested in the Company shall be the final one.

The condition of bargaining will be

1. The number of representative for the Company and the Union shall not exceed five for either party; and none other than the officers or employees of this Company shall be qualified as a representative.
2. The place for bargaining shall be designated by the Company.



3. The date for bargaining shall be designated by the Company.
4. No listeners other than the clerks who have been appointed at the ratio of two to one party shall be given admission to the place for bargaining.
5. Neither of the parties shall carry out any demonstration on the day fixed for bargaining, including both the previous and the following days thereof.
6. Bargaining shall be concluded in a gentleman-like manner.
7. Either party shall bring in the place for bargaining neither a microphone nor other unnecessary apparatus.

Brief explanations about the abovementioned matters and conditions will be given.

Matters for discussion:

1. This is proposed because we believe that it was you, and not we, that have offended the contract, and the fact would be acknowledge by yourselves should you coolly reconsider on the process of dispute.
2. Draft of the reorganization will be submitted by the Company, but before any discussion about it begins, we have to request you for the firm promise that the Union and its members will observe any order of Company in connection of the necessity for operation. Such request is considered reasonable in view of the process of dispute and of the objects of same that are the reorganization of plant within the purview of the Company's right of management.
3. This is made in conformity with the Proposed Order of Reorganization. It is matter of course that the measures shall be consulted over between the Union and the Company, but such a promise is required to be made that, in case the views of either party differs, both the Union and its members shall conform to the final decision made by the will of Company, based on its right of management. This requisition is made because we have come to the conclusion that such promise is necessary through the process of dispute hitherto carried out.

As to the requested wages and allowance, the Company has been, and is, endeavoring to pay those which are due as early as its financial conditions permit. In connection of these payments, the Company does by no means discriminate the Kawagishi employees from others.



The Company is not in a position to comply with your request for the allowance for cold region submitted October 28, 1948, because, though such funds as requested might be required if all the articles mentioned in your request were bought, it is our desire that you should make shift with the special regional allowance already paid and with the monthly allowance.

-----

I certify that this letter is dispatched as registered and contents-certified mail under the number Nihombashi "I" 962 dated March 25, 1949.

By (Signed) \_\_\_\_\_

Post Master,  
Nihombashi Post Office.



TOKYO SHIBAURA ELECTRIC CO.

May 3, 1949.

REPORT  
ON  
THE FIRST VERBAL ARGUMENT  
AT  
THE YOKOHAMA DISTRICT COURT.

The first verbal argument regarding the application for the provisional injunction in reference to the Labor Contract submitted to the Yokohama District Court by the Tokyo Shibaura Electric Company on March 30, 1949 was conducted as follows:

Date: 3 p.m., April 18, 1949.

Place: The first court-room of the Yokohama District Court.

Chief Judge: Judge Makino.

Attended by: Lawyers representing the accuser and accused.

Hearers: Nine persons from the accuser.

About 90 persons from the accused. (Most of them were Union members of the Horikawacho and Yanagicho Plants, but about one-third of them were Union members of other plants.)

Progress of the Discussion:

Prior to the entrance of the trial, the Chief Judge requested the proxy of the accuser (the Company) roughly as follows:



(1) Since whether or not the Labor Contract is valid is definite objectively, the accuser should express its intention to the accused to do what kinds of things, or to do such-and-such things as it will suffer such-and-such a damage if things go on as they are.

(2) There is the word "the right of management" in the application, but this word should be expressed more concretely. And, the relation between the purport of the original suit to confirm the right of management and that of the application for this provisional injunction must be made clear.

In response to this, the proxy of the accuser (the Company) said, "Whether the Labor Contract is valid or invalid is definite objectively, but subjectively the matter is in dispute, so the Company submitted the application. What is requested by the Chief Judge shall be supplemented before the next verbal argument."

Then the Chief Judge handed over the duplicate of the answer in writing submitted by the accused (the Union) to the proxy of the accuser (the Company), who submitted to the Chief Judge the Certificate of Qualification of the new President.

Thus they did not enter the inquiry of the subject matter, and the next discussion was decided to be held at 3 p.m., May 2. And the trial came to an end 10 minutes after the court opened.



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TOKYO SHIBAURA ELECTRIC CO.

May 3, 1949.

REPORT  
ON  
THE PRESENT SITUATION  
REGARDING  
THE REPORT TO THE YOKOHAMA LOCAL  
PROSECUTION BOARD

In July, 1948 the Trade Unions of the Horikawacho Works, Tsurumi Works, Yanagicho Works, Komukai Works, Matsuda Research Laboratory and the Head Office located in Kanagawa Prefecture submitted an application to the Kanagawa Local Labor Relations Committee for the award regarding the non-payment of the wages during the period of strike, and the Kanagawa Local Labor Relations Committee took up the case and requested the prosecution of the Yokohama Local Prosecution Board on October 14, 1948 as a violation of Article 40 of the Labor Adjustment Law concerning the non-payment of the wages during the period of strike. We had a summons from the Local Prosecution Board on Dec. 13, 1948 and appeared at the Prosecution Board but the inquiry was postponed on the ground that the preparations on the part of the Local Prosecution Board were not complete. On April 8, 1949 we again had a summons from the Local Prosecution Board and appeared there, and explained the circumstances. We were then requested to submit a report prior to April 13, 1949, but on that afternoon the date for the presentation of the report was altered and we submitted the report on April 18, 1949.



The situation on April 18, 1949 is as follows:

About 10 a.m., April 18, 1949 the Company submitted the report (dated April 13, 1949) to the Yokohama Local Prosecution Board concerning the non-payment of the wages for the struggle action, and then Secretary Hayashi of said Prosecution Board said, "We received the report from the Union. We have been scheduled to summon both the Company and Union tomorrow (April 19), but as we are too busy with some other cases, we have decided to summon both of you in about 10 days.

In reply, the Company requested the Prosecution Board to give it some more extension of time, since it would have to make preparations.

Tr. T.K.



6 May.

1. No decision was made even in the 2nd Verbal Argument which was held on May 2nd, 1989. The Chief Judge again requested both the Company and the Union to submit more concrete applications to the District Court.
2. The next (the 3rd) Verbal Argument (the Chief Judge, Mr. Watkins, proclaimed) will be held on May 20th, at 3 p.m.



The Nikkeiren Times

No. 47 Apr. 21, 1949  
Issued by Japan Federation  
of Employers' Associations

- (1) The Second Annual General Meeting of the Federation was held on the first anniversary of its foundation, Apr. 12, with the slogan, "Employers! Concentrate all your energies for independence of enterprises."
- (2) The officers of the Federation increased from 522 to 703.
- (3) The Proclamation of the General Meeting.
- (4) The basic policy and concrete measures for activities of the Federation.
- (5) Assertion  
Impressions made by the Second Annual General Meeting of the Federation.
- (6) Mr. Yoshida, Prime Minister, attended the meeting to make a speech.  
Gists of his speech are that the drastic operation is of absolute necessity for the economical rehabilitation and government enterprises are expected to be transferred to private management and he requested employers' support for this question as well as for the implementation of the economic reconstruction.
- (7) Mr. Asago Yamamoto, Director of Mitsui Mining Co. expressed his feelings as the representative of employers before starting for attendance at I.L.O. Conference in Pittsburg.
- (8) The resolution by the General Meeting on the revision of labor laws was delivered to the chief of Labor Division, GHQ, Prime Minister, Chairmen of Labor Committees of both houses of the Diet, Labor Minister and Chief of ESB, by the Executive Committee of Federation.
- (9) Boost rate of wages is becoming dull through the FIS in January and February.
- (10) Several opinions expressed by the representatives of the local employers associations present at the General Meeting.
  - a. Labor union office should be outside the compound of the company.  
by Y. Morita, Chief of Secretariat of Kanagawa Prefectural Employers' Ass'n.
  - b. Positive measures for the co-operation with healthy unions  
by S. Yasutake, Chief of Secretariat of Fukuoka Economic Ass'n.
  - c. Unified co-operation of all employers in Japan  
by Y. Yoshida, President of Toyama Rolling Stock Instrument Co.



- d. Hurry up in establishing the counter measure for medium and small sized enterprises.  
by K. Usuya, Chairman of Hannan Employers' Ass'n.
- e. Realize 8 working hours a day.  
by E. Kanki, Chairman of Iwate Prefectural Employers' Ass'n.
- f. Measures for increase of production efficiency are needed  
by S. Hirosaki, Chief of Secretariat, Nagasaki Prefectural Employers' Ass'n.

(11) Consultation on management.

Page 2

- (1) On the problems of future finance.  
by Mr. Ichimada, Governor of Bank of Japan at the General Meeting of Federation.  
He promised that the minimum funds for necessary enterprise adjustment should be financed, emphasizing upon the necessity of the reconstruction of enterprises, first of all.
- (2) Mr. Baker, Advisor of ESS, SCAP expressed <sup>at the General Meeting</sup> his private opinion that Japanese had to stop the class struggle for national reconstruction and rehabilitation through mutual helpfulness, recommending Lincoln's motto which he endorsed perfectly and suggesting how to treat the activities of nihilists, ~~at the General Meeting.~~
- (3) Miscellaneous essay  
Employers, being profoundly conscious of their responsibilities must change mentality and study the scientific and autonomous way of management for the future development.  
by Mr. E. Koyama, Member of Shiga Prefectural Labor Relation Board.
- (4) Regional organization of the employers' associations has become wonderfully invigorated according to the reports by Chairman of Organization Committee of Federation.
- (5) Managing director, Shikanai hoped.  
The payment of the fund for the memorial business of this federation was solicited to be completed by 10 of May, by Director Shikanai.
- (6) Tendency of various Labor Unions before their national conventions (1).  
Right wing and left wing of Sanbetsu (CIU) and Sodomei (GFTU) are making furious struggle against each other now.
- (7) Reduced productivity in Japan <sup>e</sup>ows 60% of its causes to labor. Labor productivity of Japan is still low as compared with that of other countries.















# **CORRECTION**

**THIS DOCUMENT  
HAS BEEN REPHOTOGRAPHED  
TO ASSURE LEGIBILITY**





























問顧一カ一ベ

から決意を要す、「政治的」と「政治的」といふ言葉はその意味は...

地方は驚異的に強化 日経連組織委員長報告

地方は驚異的に強化 日経連組織委員長報告

Table with 2 columns listing regional organizations and their members, including names like 中野フロンテ, 九州フロンテ, etc.

今日世の中は経済界は活...

今日世の中は経済界は活...

今日世の中は経済界は活...

今日世の中は経済界は活...

今日世の中は経済界は活...

今日世の中は経済界は活...

今日世の中は経済界は活...

随筆

随筆 経営者が非常に大...

随筆 経営者が非非常に大...

随筆 経営者が非非常に大...

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随筆 経営者が非非常に大...

経営者の責任 小山栄八郎

経営者の責任 小山栄八郎

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経営者の責任 小山栄八郎

経営者の責任 小山栄八郎

全国大会を前に各労組 左右両翼が激 産別、総局

全国大会を前に各労組 左右両翼が激 産別、総局























- (1) Views on the Enterprise Rationalization  
Given by Special Committee for Enterprise Rationalization.
- I. Steps to be taken by the enterprise itself.
1. To elevate the grade of products.
  2. To improve the efficiency of capital.
  3. To improve the efficiency of labor.
  4. Co-operation between labor and management.
- II. The policies and administration of the Government.
1. Reasonable production plans.
  2. Reasonable plans for funds.
  3. Putting production plan and fund plan into practice.
  4. Proper modification of price policy.
  5. Improvement of tax system and taxation method.
  6. Adjustment and limitation of economic control.
  7. Consolidation and completion of unemployment measures.
- (2) The observer delegates of Japan to the coal mine committee meeting of I.L.O. were appointed.
- (3) State finance and enterprise management by Mr. T. Yoshino, chief of Home Research Section, Bank of Japan.  
Financial policy to evade deflation.  
The coming year is a decisive term to the enterprise management.
- (4) Assertion  
New budget and the duties of employers.
- (5) The acceleration of the Government payment is of urgent need. This Federation expects the Government to take the urgent counter measures as follows to ease the present difficulties.
1. Installment, payment on rough estimate or counter-balance of payment and tax shall be considered.
  2. To finance the basic industries such as iron, coal and electricity industries with as much as loan possible.
  3. To consider the expedient loan to ease the unnecessary oppression upon industrial funds caused by tightening of loan.
- (6) Present condition of the revision of Taft-Hartley Act by Mr. T. Katsura.  
New labor law has much leaning to Wagner Act.  
Competent authorities in Government are out of step.



- (7) The revised bill of Health Insurance Law into which the opinion of this Federation was woven, was decided definitely.
- (8) The Inaugural Meeting of Economic Reconstruction Central Council was held on Apr. 7. The activities of this council will be focussed on the principal industries for the time being.

Page 2

- (1) The 4th General Meeting of Kanto Employers' Association was held on Apr. 7.

A list of newly elected officers.

Advisor:	Mr. Kanichi Moroi President of Chichibu Cement Co.
Chairman:	Mr. Shige Kawada President of Japan Steel Pipe Co.
Vice-chairman:	Mr. Otomi Isomura President of Hodogaya Chemical Ind. Co.
	Mr. Jiro Saito President of Iwaki Cement Co.
Chief of Secretariat:	Mr. Nobutaka Shikanai Executive director of Nippon Electronic Co.

- (2) a. Mr. C. W. Hepler, Chief of Labor Division, ESS. SCAP. talked at the General Meeting on the two important current topics, economic stabilization plan and revision of Trade Union Law, emphasizing the necessity of austerity and sacrifice for rehabilitation and insisting upon a harmony of Labor and Management interests.
- b. Mr. E. Shukutani, Parliamentary Vice-Minister of Labor, emphasized the determination of government to overcome the various difficulties for national reconstruction.

- (3) A man of taste  
Mr. K. Utani, Executive director of Nisshin Chemical Industry Co., is fifth grade in Japanese fencing, first grade in "Go" and also dancing expert.

- (4) The Revised Bill of Unemployment Insurance Law will be sent to Diet. Its application is to be extended to the workers employed in constructing and civil engineering industry, entertainment world, and service trade.

- (5) Occasional thoughts  
The research institutes of export machines are necessary. by Mr. T. Fujimoto, President of the Tokyo Kogaku Co. (optical instrument manufacturers)



- (6) On the formation of labor unions by the canvassers, this Federation announced the opinion that the managers of local chapters should be classified as the representatives of management.
- (7) The dispute of Japan Oil Machine Co. caused by the personnel adjustment of the Komatsugawa Plant will be soon settled.















# 押促進が急務

## 状態への緊急措置を要望

この法案は、労働者の権利を保護し、労働条件の改善を促すものである。政府は、労働者の権利を保護し、労働条件の改善を促すために、この法案を提出した。労働者は、この法案が、労働者の権利を保護し、労働条件の改善を促すために、政府に緊急措置を要望している。

労働者の権利を保護し、労働条件の改善を促すために、政府は、この法案を提出した。労働者は、この法案が、労働者の権利を保護し、労働条件の改善を促すために、政府に緊急措置を要望している。

# 被扶養者限定せず

## 健保改正案本極り

健保改正案は、被扶養者を限定せず、国民の健康を保護するために、政府は、この法案を提出した。労働者は、この法案が、国民の健康を保護するために、政府に緊急措置を要望している。

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### 線外赤

赤線外は、労働者の権利を保護し、労働条件の改善を促すために、政府は、この法案を提出した。労働者は、この法案が、労働者の権利を保護し、労働条件の改善を促すために、政府に緊急措置を要望している。

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**営業品目**

海運・海運業・船舶代理業  
 産業・船舶修理・港湾運送・サルベージ代理業  
 車輻造修・陸上小運送・林業・貿易業

## 日本通運株式会社

社長 早川 慎一

東京都中央区日本橋通一(白木屋内)



# 飯野海運株式会社

# 飯野産物株式会社

取締役社長 飯野 福雄

本社 東京都千代田区丸の内三丁目六番地  
 電話九ノ内(五)1845・4110・4116-9日本橋站11



止め、想定の通り進められ、  
現時では、  
（五）労働法の改正問題については、  
（六）労働法の改正問題については、  
（七）労働法の改正問題については、  
（八）労働法の改正問題については、

### ⑥ 法改正問題のその後 (中) 桂 泉

## ワグナー法の色彩強し

### 政府部内の足並み揃わず

ワグナー法の改正問題が、政府部内では、  
（一）労働法の改正問題については、  
（二）労働法の改正問題については、  
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## 抑促進が急務

### 状況への緊急措置を要望

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の公明に示されたのであるが、  
（一）労働法の改正問題については、  
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### 重点を重要産業に

#### 経済再建中央会議総会の活動

（一）労働法の改正問題については、  
（二）労働法の改正問題については、  
（三）労働法の改正問題については、  
（四）労働法の改正問題については、  
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（八）労働法の改正問題については、

### 会長に坂野氏

#### 船員中央委 委員決る

（一）労働法の改正問題については、  
（二）労働法の改正問題については、  
（三）労働法の改正問題については、  
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（八）労働法の改正問題については、

### 明朗職場 ラジオ

取組役員  
本社・工場  
東京製造所

### 日平産業株式会社

東京都中央区京橋一丁目四番地  
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### 日本通運株式会社

社長 早川 慎一  
東京都中央区日本橋通一(白木屋内)











# 耐乏と特牲で日本を再建

## ヘブラー労働課長強調 労資の利害は反せず



今日はこの重要問題ならぬに注意を要す。労働法改正について

耐乏も犠牲も目前の手段  
 労働法改正の目的は、労働者の生活を改善し、労働者の健康を維持し、労働者の生産性を向上させることにある。これは、労働者の利益と、雇主的利益と、国家の利益と、一致するものである。労働法改正は、労働者の利益と、雇主的利益と、国家の利益と、一致するものである。労働法改正は、労働者の利益と、雇主的利益と、国家の利益と、一致するものである。

# ④ 土建・興行にも適用

## 失業保険法改正案 国会提出

失業保険法改正案は、失業保険の適用範囲を拡大し、失業保険料を軽減し、失業保険給付を充実させることにある。これは、労働者の生活を改善し、労働者の健康を維持し、労働者の生産性を向上させることにある。失業保険法改正案は、労働者の利益と、雇主的利益と、国家の利益と、一致するものである。失業保険法改正案は、労働者の利益と、雇主的利益と、国家の利益と、一致するものである。

### 改正案の要点

- 一、失業保険料率の引き下げ
- 二、失業保険給付の充実
- 三、失業保険の適用範囲の拡大
- 四、失業保険料の軽減
- 五、失業保険給付の充実
- 六、失業保険の適用範囲の拡大
- 七、失業保険料の軽減
- 八、失業保険給付の充実
- 九、失業保険の適用範囲の拡大
- 十、失業保険料の軽減
- 十一、失業保険給付の充実
- 十二、失業保険の適用範囲の拡大
- 十三、失業保険料の軽減
- 十四、失業保険給付の充実
- 十五、失業保険の適用範囲の拡大
- 十六、失業保険料の軽減
- 十七、失業保険給付の充実
- 十八、失業保険の適用範囲の拡大
- 十九、失業保険料の軽減
- 二十、失業保険給付の充実

# ③ 趣味人

趣味人とは、趣味を楽しむ人である。趣味は、人生を豊かにし、心を癒やし、健康を維持させることにある。趣味人とは、趣味を楽しむ人である。趣味は、人生を豊かにし、心を癒やし、健康を維持させることにある。趣味人とは、趣味を楽しむ人である。趣味は、人生を豊かにし、心を癒やし、健康を維持させることにある。

# ②

道剣

道剣とは、剣道のことである。剣道は、武術の一種であり、心を鍛え、体を鍛え、技術を磨くことにある。道剣とは、剣道のことである。剣道は、武術の一種であり、心を鍛え、体を鍛え、技術を磨くことにある。道剣とは、剣道のことである。剣道は、武術の一種であり、心を鍛え、体を鍛え、技術を磨くことにある。

# ⑥

## 支部長は利益代表者 日経連見解を公表

日経連は、労働組合の支部長が利益代表者であるという見解を公表した。これは、労働組合の目的は、労働者の利益を代表することにあるという考えに基づいている。日経連は、労働組合の支部長が利益代表者であるという見解を公表した。これは、労働組合の目的は、労働者の利益を代表することにあるという考えに基づいている。

労働法改正の目的は、労働者の生活を改善し、労働者の健康を維持し、労働者の生産性を向上させることにある。これは、労働者の利益と、雇主的利益と、国家の利益と、一致するものである。労働法改正は、労働者の利益と、雇主的利益と、国家の利益と、一致するものである。労働法改正は、労働者の利益と、雇主的利益と、国家の利益と、一致するものである。

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①

### 関東経営者協会 第四回総会

関東経営者協会は、第四回総会を七月午後二時上、四半期決算案について第一生足時時務委員から、  
 日本労働連盟で開催、即田委員演説になり開会、開明、開業通り可決、廿四年度上期決算案として、  
 のあいさつ、廿三年度下期決算案及び労働法改正案、今般中小企業対策の一環として、経営者協会の組織、  
 責任を重んずる委員に委任する件及び、開業通り可決、  
 第三回役員選任に入り、時務委員によつて左  
 の新役員を決定、午後四時四十分閉会した  
 顧問 藤井貞二氏(株友セメント社長)  
 委員長(新) 河田重(日本製糖社長)  
 副委員長(新) 磯野巳(保土ヶ谷化学社長)  
 (新) 廣田大郎(飯塚セメント社長)  
 事務局員(新) 藤内隆盛(日本電子社長)

## 耐乏と犠牲で日本を再建

### ② 労働者の利害は反せず



加である、この第二の方法は、経済安定計画の進捗したもので労働者の利益を確保されるものである、さうして年産に伴つて資金を無効にゆく方法が二つ考えられる、その第一は現在の生産と資金の関係を維持してゆくことである、第二の方法は資金をさらに生産の増加である、この第二の方法は現在の場合と同じように経済安定計画を遂行し労働者の利益を確保するものである

③ ストは産業不安の象徴である、労働者の問題は、ストライキや労働争議を止めることによつては決して得られない、ストライキや労働争議は、労働者の不安の象徴であり、労働争議不安の原因ではない、そこで経営者はストライキを抑制するに努めるべきである、労働争議を抑制するに努めるべきである、労働争議を抑制するに努めるべきである

今日はこの重要問題ならぬ経済安定計画、労働法改正について問ふべきである

④ 耐乏も犠牲も目前の手段である、経済安定の九原則は、耐乏も犠牲も目前の手段である、経済安定の九原則は、耐乏も犠牲も目前の手段である、経済安定の九原則は、耐乏も犠牲も目前の手段である

## ④ 土建・興行にも適用

### 失業保険法改正案 国会提出

労働法改正案は、失業保険法改正案と並び、七月七日閣議で通過した、七月七日閣議で通過した、七月七日閣議で通過した

七月七日閣議で通過した、七月七日閣議で通過した、七月七日閣議で通過した

### 輸出機械の

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輸出機械の研究機関  
藤本輝夫

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輸出機械の研究機関  
藤本輝夫



宿谷栄一氏

労働法を低下すれば... 宿谷栄一氏

日本パルプ工業株式会社 東洋レーヨン株式会社

社



B

TOKYO SHIBAURA ELECTRIC COMPANY  
(Abbreviated to Toshiba)

April 18, 1949.

TOSHIBA AT THE CROSS-ROADS

Toshiba stands at the cross-roads of its destiny! Toshiba has been driven into the most serious phase it has ever experienced since its establishment! To the reconstruction of Toshiba the present stage is to decide its success or failure!

For, the validity of the Labor Contract dated March 1, 1948 has been disputed about, and, if in this dispute the Court should give a decision unfavorable to the Company, Toshiba's reconstruction would be impossible. The reconstruction would be impossible, because according to this Contract the right of management is so much restricted that the Company is at its tether's end, or rather the contents of the Contract have something as if to deny the right of management itself.

The Union thinks likewise, and it is so keenly interested in the continuance of this Contract that it has decided on the methods of struggle as per attached and is trying to apply pressure on the judge by mobilizing all labor organizations to it. (See Attached Sheet No.3) Such a method of struggle has never been thought of by any



Japanese of common sense. For, judging from the principle of democracy, not a person has ever dreamed of such an action to be taken against the Court which plays the part as the voice of law to protect the law. And, what is more surprising, this instruction of the Union's is to the effect that it arranges the mobilization for one single judge named Makino, not to the Court itself. By this fact we would like you to realize what a profound significance this Provisional Injunction has.

Now let us examine the purport of the Provisional Injunction submitted by the Union. (See Attached Sheet No.1)

It can be summarized in the following outline:

"Under Article 22 of the Contract this Contract will be valid until a new Labor Contract is concluded. If the Company should carry its point, since it commits the violation's of the law as are shown in the application in spite of the existence of the Contract, it would be as if a lunatic had an edged tool if there were no contract. Therefore, by depositing the guarantee money, it is requested that a provisional position be established to the effect that this Contract will be temporarily valid until the validity of the Contract is made clear at the original suit. (See Attached Sheet No.1)

The above is the purport of the Provisional Injunction



submitted by the Union to the Tokyo District Court on March 28, but the Tokyo District Court has given a decision of transfer on the case, saying that this case should not be handled by the Tokyo District Court but at Kanagawa Prefecture which is the proper jurisdiction over it. Therefore, it has been decided that this case will be tried at the Yokohama District Court.

On the other hand, the Company, in order to meet the demand of the three principles of wages and the economic nine-point plan and to reconstruct Toshiba by freeing itself from its present miserable financial situation, the existence of the restrictions which are at present imposed more than necessarily upon the right of management is a tremendous obstacle. Unless it clears away this obstacle, the Company cannot possibly achieve its objects mentioned above. Upon this ground the Company has taken procedures to put a period to the contract according to Article 22 of the Contract.

The Company's interpretation of Article 22 and its conviction on its justice and the procedures taken by it based upon that conviction are as follows:

Article 22 of the Contract which is in question says, "The term for this Contract shall be one month from the day when it is signed.



Unless either the Company or the Federation of the Unions makes a proposal for the expiration of this Contract ten days prior to the expiration of the term of the Contract, the term of the Contract shall be renewed for one month from the day of expiration. The same thing shall be applied to the renewed term.

When either the Company or the Federation makes a proposal in the foregoing clause, this Contract shall be valid during the period until a new Labor Contract is concluded."

The term for this Contract is one month from the day when it is signed, and unless either the Company or the Federation makes a proposal for the expiration of the Contract ten days prior to the expiration of the term of the Contract, it will be renewed automatically for one month each time, but if a proposal is made for the revision of the contract, This Contract will continue to exist, until a new Labor Contract is concluded, in succession to the expiration of the definite term of one month which was stipulated formerly, that is to say, the continuance of this Contract rests solely upon the fact — the conclusion of a new Labor Contract.

However, this fact of the conclusion of a new Contract can be established, being due to the nature of an agreement, by a coincidence of opinions of both parties concerned, so



a new Contract cannot necessarily be concluded. Therefore, under the existing Japanese law, it is quite clear that the conclusion of a new Contract has the nature of a condition.

In opposition to this, the Union insists that the Contract will continue to exist until a new Contract is concluded, and it lays as much insistence as if this Contract were valid permanently by refusing to conclude a new Contract.

If we are to interpret this fact of the conclusion of a new Contract not as a condition but as an indefinite term, there will be cases in which the other party will not cooperate in the conclusion of a new Contract, which is possible by mutual agreement of both parties concerned. And besides, if there is no measure to be taken to cope with it in this case, the existing Contract will have in fact the nature of permanent agreement. If this is the case, the first clause of Article 22 is in complete contradiction to the third clause. If the above-mentioned interpretation is admitted, the significance that a limit was at least placed upon the term of the Contract, fixing that this Contract would be valid for one month will be completely lost, and as a result it will be against the principle of agreement.