

BY ORDER OF THE  
COMMANDER

UNITED STATES FORCES, JAPAN  
USFJ INSTRUCTION 36-502  
9 August 2017



Civilian Personnel

## UTILIZATION OF LOCAL NATIONAL PERSONNEL

### COMPLIANCE WITH THIS PUBLICATION IS MANDATORY

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OPR: J1/J14

Certified by: USFJ/J1 (COL Joel O. Alexander)

Supersedes USFJ Policy Letter 40-1, 1 March 1985

Number of Pages: 26

**PURPOSE.** This Instruction sets forth the basic policies, implementing instructions, and procedures pertaining to the utilization of Local National (LN) personnel by United States Forces, Japan (USFJ). The contents are general in nature and are intended to serve as an overall guide. The Master Labor Contract (MLC), Mariners Contract (MC), Indirect Hire Agreement (IHA), and associated documents must be consulted for specific details.

### SUMMARY OF CHANGES.

This is a new Instruction which supersedes USFJ Policy Letter 40-1. Incorporates "Change 4, Relations with Employee Groups", COMUSJAPAN memorandum dated 13 March 2015, into paragraph 12. Incorporates "Administration of Local National Employees during Emergencies", COMUSJAPAN memorandum dated 8 June 2017, into paragraph 16 and rescinds the memorandum. Rescinds "Determination of 'Mission Essential' and 'Emergency Essential' Personnel", HQ USFJ memorandum dated 21 September 2001.

**1. Scope.** Applicable to all US agencies and instrumentalities operating within the USFJ area of responsibility employing LN employees.

**2. General.** The policy of the Commander, United States Forces, Japan (COMUSJAPAN) with respect to the utilization and pay of LN personnel by USFJ is set forth in this instruction. It charges the Service Component (SC) Commanders in Japan with responsibility for policy implementation. This is accomplished through Contracting Officer's Representatives (CORs) appointed by SC and with delegated authority by the Contracting Officer, 374th Contracting Squadron, Yokota Air Base, who has administrative and contract execution responsibilities over the MLC and MC. Likewise, the SC will appoint IHA Administrator's Representatives (IHARs) who have delegated authority from the COMUSJAPAN IHA Administrator, HQ USFJ/J14.

### 3. Definitions.

3.1. The terms "Local National (LN) personnel" and "Local National (LN) employees", as used in this instruction, refer to Government of Japan (GOJ) provided labor to the USFJ under the terms of the MLC, MC, or IHA (references 18.1, 18.2 and 18.3).

3.2. The term “management”, as used in this instruction, refers to supervisors, chain of command, or management officials.

#### **4. Policy Concerning Utilization of LN Employees.**

4.1. The objectives of COMUSJAPAN with respect to the utilization of LN employees in Japan are:

4.1.1. To secure maximum operational efficiency and the most effective use of LN manpower resources in fulfilling labor requirements of all elements of USFJ.

4.1.2. To maintain good labor relations with LN employees, their recognized Union representative and the Ministry of Defense (MOD) of Japan.

4.2. The policies of COMUSJAPAN for the utilization of LN employees per references 18.4 and 18.5 are as follows:

4.2.1. Employment of LN personnel will be as extensive as practicable, consistent with overall US interests, in order to reduce the need to import workers from the US and other countries.

4.2.1.1. LN employees are utilized to support missions of USFJ and associated organizations within Japan only. LN workforce travel outside of Japan is limited and its purpose must contribute to the mission of USFJ, such as sending employees for training, seminars, meetings, etc.

4.2.1.2. The MLC, MC and IHA provide that individuals normally residing in Japan (resident civilian personnel) are furnished for utilization as LN employees. “Normally residing in Japan” means those who are of Japanese nationality (have Japanese citizenship) or of other nationalities who possess a valid Visa allowing unrestricted work permission issued by the Ministry of Justice of Japan.

4.2.1.3. Any individual whose nationality (including dual nationality or citizenship) is restricted from entering USFJ installations must have their physical access to the employing installation adjudicated by the cognizant Installation Commander prior to finalization of his/her employment.

4.2.2. Prevailing practices, local laws and customs shall be followed in the employment and administration of LN personnel when they are not in conflict with applicable US law, treaties, international agreements, or other higher level agreements, and are compatible with management, mission and the military requirements of USFJ. United States Government (USG) and GOJ representatives will negotiate matters of policy, practice and procedure within the MLC, MC and IHA as required.

4.2.2.1. Within the framework of policy and described duties of Joint Committees set forth in references 18.4, 18.5, and 18.6, COMUSJAPAN is responsible for coordination of LN employees’ labor and personnel policy matters and for negotiations with GOJ on those matters. Similarly, coordination between national-level GOJ agencies and USFJ concerning LN labor and employee policies and uniform policy implementation is overseen by COMUSJAPAN.

4.2.3. It is an USFJ policy to encourage eligible LN employees to utilize various GOJ supported programs available within the MLC, MC and IHA to cope with increasing child and/or family care needs as long as it does not interfere with mission accomplishment. These programs include

requests for exemption from overtime/late-night work, child/family care leave, work hour adjustments or reductions to accommodate child/family care usage, etc. SC Commanders are responsible for establishing and maintaining a work environment which ensures employee participation in these support programs without discrimination, bias or adverse treatment.

4.2.4. SC in Japan will not issue policy statements or directives for local application which interpret or otherwise modify the provisions of the MLC, MC or IHA or other conditions of employment of LN personnel, without prior coordination and specific approval of COMUSJAPAN and either the Contracting Officer or the IHA Administrator, as applicable. This does not preclude SC Commanders from issuing definitive instructions which implement already stated COMUSJAPAN labor policy reflected in the MLC, MC or IHA. Copies of such instructions or directives shall be provided to HQ USFJ/J1, upon issuance.

4.2.5. In situations where local judicial or administrative tribunals have issued legal processes in connection with any acts done in performance of official duties by USFJ LN employees, SC Commanders will report such details immediately to HQ USFJ/J1, for the attention of J14. HQ USFJ/J14 will then research and coordinate an appropriate response, with any subsequent action(s) taken by the respective components.

4.3. SC Commanders will ensure compliance with policies set forth in paragraph 4.2 above. Sound personnel programs and practices, including frequent consultation with local Union representatives and MOD officials on labor relation matters are essential to USFJ mission accomplishment and shall be a matter of immediate and continuing concern for officials responsible for management of LN employees.

4.4. The policies set forth herein do not pertain to individuals of Japanese nationality or of other nationalities with a valid Visa who are employed by individual members of the USFJ, either military or civilian, or the dependents thereof under a direct-hire contract or agreement. The administration of these direct-hire contracts or agreements are the responsibility of the individual concerned. SC Commanders are not expected to act as intermediaries in this relationship unless intervention is required in the interest of maintaining military discipline or favorable community relations.

4.4.1. Direct-hire personnel contracts or agreements for the purpose of performing USFJ official business must be minimized. In lieu of a direct-hire, a labor dispatching contract or business contract with a commercial business company may alternatively be utilized through respective contracting organizations. Contracts with any indigenous firms must not violate the labor laws of Japan.

## **5. Administration of Labor Contracts and Agreement.**

5.1. The designated Contracting Officer located at 374th Contracting Squadron is responsible for the administration and contract execution of the MLC and MC. As such, he/she will:

5.1.1. Review and sign all legally sufficient modification requests to the MLC and MC that have been certified to have the same meaning in both English and Japanese by a designated interpreter and approved by COMUSJAPAN.

5.1.2. Refer matters involving LN employee labor policy, modification of present labor contracts or any proposed labor contract in dispute, to HQ USFJ/J1, for the attention of J14, for appropriate action. This does not preclude the Contracting Officer from issuing letters or

memorandums to clarify personnel policies and programs throughout USFJ's region of responsibility consistent with paragraphs 5.1.3 and 5.1.4.

5.1.3. Refer LN employee labor matters requiring SC coordination or negotiation with GOJ agencies to HQ USFJ/J1, for the attention of J14, for appropriate action, and provide copies of all correspondence with GOJ or its agencies pertaining to:

5.1.3.1. LN employee labor policy.

5.1.3.2. Interpretations pertaining to MLC and MC provisions.

5.1.3.3. The final step of MLC grievance.

5.1.3.4. A grievance appeal or an appeal from an adverse action of MC.

5.1.4. Provide SC with contract revisions and supplementary guidance via MLC and MC letters as well as any other correspondence that will assist in program administration and execution of these contracts for LN employees.

5.2. The IHA Administrator, located at HQ USFJ/J14 and appointed by COMUSJAPAN, is responsible for the IHA. SC will refer matters involving IHA labor policies to the IHA Administrator for appropriate action.

## **6. Negotiations and Modifications of Labor Contracts and Agreement.**

6.1. COMUSJAPAN, in consonance with reference 18.6, will develop, coordinate, and gain mutual approval with GOJ in the establishment and modification of personnel programs and procedures in MLC, MC, and IHA pertaining to LN employees utilized by USFJ.

### **6.2. Procedures.**

6.2.1. In the event SC Commanders deem that modifications of current labor provisions are necessary, proposals with sufficient explanation and justification will be forwarded through their Joint Labor Affairs Committee (JLAC) or Joint Labor Resources Committee (JLRC) Representative to COMUSJAPAN for coordination of joint-service review.

6.2.2. In the same manner, COMUSJAPAN Chairperson of the JLAC or the JLRC may forward proposals for consideration to the JLAC or JLRC that reflect changes in labor law, precedent or are deemed in the best interests of the US Forces.

6.2.3. COMUSJAPAN will forward GOJ and USFJ mutually approved MLC and MC modifications to the Contracting Officer and ensure that proposed contract modification language is certified to have the same meaning in Japanese and English by a designated interpreter.

6.2.4. The Contracting Officer, with advisement from the assigned COMUSJAPAN attorney, will review proposed modifications to the MLC and MC, as applicable. The Contracting Officer is responsible for oversight in the consistent execution of labor contract modifications, including any interpretation of adopted policy or establishment of administrative procedures necessary to execute the provision in the manner in which it was intended. In the event the labor contract

modification cannot be executed in accordance within contracting specifications, the Contracting Officer will refer the matter to HQ USFJ/J1, for the attention of J14, for resolution.

6.2.5. Modification of the IHA will be made in accordance with the provisions of Article XII of the IHA. The COMUSJAPAN IHA Administrator has responsibilities similar to the Contracting Officer in ensuring the consistent application of the IHA to include interpreting, administering and executing its provisions for IHA LN employees.

## **7. Position Classification.**

7.1. It is the prerogative of US Forces management to make position classification determinations resulting from reorganizations, functional changes, and realignment of duties. Position classification is a key management tool to provide a workforce that will be as stable, efficient, and economical. SC CORs/IHARs are required to review duties assigned to LN employees in order to maintain a consistent and sound classification program, and not to create a privileged group within the country or particular USFJ installation.

7.1.1. Supervisors of LN employees are expected to update and maintain position descriptions or task lists to define duties and responsibilities, appropriate certification and health requirements assigned to LN positions. The LN duties should be directly related to accomplishing USFJ mission but must not involve any direct activity with military combat missions or contain any language that would violate Japanese laws or constitution.

7.1.2. Position classification of LN employees should be accomplished by comparing assigned duties and responsibilities with the Job Definitions (JD) in accordance with the classification provisions of the MLC, MC, and IHA.

7.1.3. Superior performance or an employee's dedication to his/her assigned duties and responsibilities will not be a reason of position classification change or promotion. Superior work performance can be recognized by awarding additional steps in pay at the same time as longevity step increases are effected. The awarding of additional steps is provided in the MLC, Chapter 5, paragraph 7a(11); in the MC, Chapter VII, Section G, paragraph 1k; and in the IHA, Supplement #11, paragraph 7a(11).

7.1.4. When the classification of a position is no longer determined to be appropriate and no other closely related JD is considered applicable, the SC will forward a new proposed JD to HQ USFJ/J1, for the attention of J14, for joint-service and GOJ coordination and approval. The new JD shall include the recommended job title, definition, Basic Wage Table, grade, language proficiency level (if applicable) and justification for its establishment.

## **8. Wage Determination under MLC, MC, and IHA.**

8.1. In accordance with references 18.4 and 18.5 and agreements with the host nation, COMUSJAPAN policy is to pay wages generally equivalent to those prevailing and as adjusted in the National Public Service of Japan for the same or similar type of work. These are reflected in Basic Wage Pay Tables 1, 2, 3, 5, and 6 of MLC, MC, IHA. COMUSJAPAN will coordinate any exceptions to this policy with SC prior to a decision being rendered.

8.1.1. The starting base pay for a newly hired LN employee will be established in accordance with the MLC, Chapter 5, paragraph 6; the MC, Chapter VII, Section F, paragraph 7; and the IHA, Supplement #11, paragraph 6.

8.1.2. Adjustments to an LN employee's base pay should be rare. However, when it is mutually agreed that such wage is inequitable, an LN employee's pay may be adjusted as provided in the MLC, Chapter 5, paragraph 13f; in the MC, Chapter VII, Section A, paragraph 2; and in the IHA, Supplement #11, paragraph 14e.

## **9. Security Risks.**

9.1. To safeguard the interests of the United States, an LN personnel will not be hired or be allowed to continue in the service of USFJ when there are reasonable grounds to believe that the person is a security risk. A complete, impartial, and full investigation will be undertaken on any LN employees suspected of being a security risk.

**9.2. Criteria.** An LN personnel will be considered a security risk when investigation reveals the following:

9.2.1. He/she had committed an act of sabotage, espionage, violated regulations for safeguarding military information, or attempted or prepared for the same; or,

9.2.2. He/she held or currently holds membership in an organization or association, deemed by COMUSJAPAN to be subversive and which adopts or supports policies considered directly inimical to the security of the GOJ and USG; or,

9.2.3. He/she has associated or associates with persons engaged in activities referred to in paragraph 9.2.1, or members of organizations or associations referred to in 9.2.2 above, to an extent that would justify a conclusion that he/she is likely to be a potential security risk to USFJ, the GOJ, or USG.

## **9.3. Investigations.**

9.3.1. Upon receipt of the notice of acceptance of an individual as a new LN employee, GOJ will conduct a background check to determine whether the selected individual is a security risk as defined in paragraph 9.2 above. The MOD will forward to USFJ an extract of the files prepared by applicable GOJ agencies when adverse information is uncovered.

9.3.2. Upon receipt of adverse security information from the GOJ/USFJ, the SC will conduct an investigation through the appropriate US counterintelligence organization to determine whether the employee is, in fact, a security risk.

9.3.3. As determined necessary by the SC, its counterintelligence activity will interview at least three trustworthy individuals who have substantial knowledge of the newly hired LN employee's activities and associations during the preceding two years. At least two of the three individuals interviewed shall be persons not specifically referred by the employee himself/herself.

9.3.4. Result of investigation and recommendation will be forwarded for the Installation Commander or his/her delegated authorities to make final determination whether to suspend or terminate the employee as a security risk as defined in 9.2 above.

9.3.5. All investigation requests must be initiated by MOD to the appropriate GOJ agencies. These agencies will not accept requests for security risk investigations directly from USFJ.

9.4. Procedures to suspend or terminate LN employees determined or believed to be security risks are provided in the MLC, Chapter 9; in the MC, Chapter II, Section F, paragraph 4; and in the IHA, Supplement #17.

## **10. Final Medical Authority within USFJ Facilities and Areas with Regard to Physical Examinations.**

10.1. Article III of the Status of Forces Agreement provides in part that "Within the facilities and areas, the United States may take all the measures necessary, for their establishment, operation, safeguarding, and control."

10.1.1. USFJ officials have full authority to require physical examinations, in USFJ medical facilities or JN medical facility by US cost/contract, of LN employees as a health protection measure, provided such physical examinations are not precluded by Japanese law or ordinance.

10.2. In the event an LN employee refuses to undergo a physical examination not precluded by Japanese law or ordinance or has been examined and determined by the USFJ authorities to have communicable diseases or other medical conditions which may be a hazard to others, USFJ officials have the authority to deny the employee admission to USFJ facilities.

10.2.1. The responsible COR or IHAR will report the circumstances that necessitated a physical examination to the local MOD representative and seek their assistance in taking subsequent medical procedures, including examination by MOD-contracted industrial physicians as appropriate, and coordinate leave status, or personnel actions with the local MOD representative.

10.3. When USFJ management has a concern with an LN employee's health or mental condition to perform his/her assigned duties, management should arrange, through coordination with the cognizant COR/IHAR, for the employee to consult with a MOD-contracted industrial physician. The LN employee's manager/supervisor and cognizant COR/IHAR are to coordinate a feasible solution and necessary personnel action with MOD in a timely manner if and when required.

## **11. Special Purpose Leave.**

### **11.1. To Campaign for Public Office.**

11.1.1. There are no provisions for granting leave to campaign for public office.

11.1.2. A request for leave for this purpose will be given the same consideration as any other request for annual leave or leave without pay. The principal basis for determining whether or not such leave will be granted will be the requirement for the individual's services during this period of leave as determined by management.

### **11.2. To Undergo Japanese Self-Defense Force (JSDF) Training or Active Duty.**

11.2.1. JSDF reserve members are subject to recall for training or active duty by the GOJ and are required to report for duty upon receipt of recall orders.

11.2.2. SC Commander or his/her delegated authorities will approve requests for leave for the purpose of participating in JSDF training or active duty if absent any critical operational requirements, such as force or fire protection services, etc., which might adversely affect the mission, safety and security of the installation. When a SC experiences such a situation, it must be reported to HQ USFJ/J1, for the attention of J14, immediately for necessary coordination with JSDF.

11.2.3. LN employees who are called to training or active duty as members of the JSDF reserve or reserve candidates will be granted administrative leave with pay for the period not to exceed their regularly scheduled work-hours in one week within one calendar year. Annual Leave or leave without pay may be approved beyond this period.

### **11.3. To Testify Before GOJ Tribunals or Lay-Judge Duty.**

11.3.1. When LN employees are directed or requested to appear before Japanese tribunals, no action will be taken by USFJ to interfere with such appearances, or with testimony which may be given by such LN employees.

11.3.1.1. The prohibition against interference will apply to all cases. However, an LN employee directed or requested to appear cannot properly testify as to any matters which would require disclosure of classified official information of the United States. An official agreement between the USG and GOJ provides for the protection of classified information (Paragraph 8, Agreed Views of Civil Jurisdiction Subcommittee Recommendations approved by the Joint Committee on 30 July 1952).

11.3.2. LN personnel are obligated to comply with processes issued by Japanese tribunal or authorized GOJ agency requiring their attendance as witnesses. Such LN personnel are subject to the laws of Japan and cannot refuse to comply with lawful orders of the GOJ without incurring possible punitive liability. In defending legal actions against the GOJ, the MOD, acting as the legal employer of MLC, MC and IHA employees, can obtain the issuance of processes requiring the attendance of LN employees to testify before an appropriate tribunal, e.g., district court, high court, family court, marine court, etc..

11.3.3. When an LN employee has been summoned to appear before a tribunal, he/she will be granted administrative leave from duties with full pay and allowances for the period his/her presence is required as a witness. In addition, at the request of the MOD in defending legal action against the GOJ, an LN employee will be granted administrative leave from duties with full pay and allowances for a period of one day for a pre-hearing or pre-trial interview.

11.3.4. In those cases wherein the MOD decides to resort to a compulsory process to compel an LN employee to render assistance, SC Commanders will cooperate with the MOD in assisting in the selection of suitable employee(s) to appear or testify.

11.3.5. When an LN employee has been summoned to serve as a lay judge (Japanese version of jury duty service), he/she will be granted administrative leave from his/her duties with full pay and allowances for the period his/her presence is required as a lay judge. If mission requirements demand an employee to be at work when called to jury duty, the employee's SC may assist the employee in preparing justification to provide to the court requesting that an exception from jury duty be granted. For an LN employee who is called to jury duty and mission requirements are such that a request for exclusion from jury duty is not warranted, administrative leave will be granted.



#### **11.4. To Vote.**

11.4.1. LN employees who are eligible to vote and who desire to vote will be excused for that purpose without charge to leave for a reasonable time on election day provided that the voting hours are solely or reasonable within the individual's duty hours and there is insufficient time before or after his/her duty hours to vote.

11.4.2. Election days are those during which scheduled elections are held for members of the House of Representatives, members of the House of Councilors, and members of assembly and heads of local public entities, but excluding the committeemen to be elected at the assembly of local public organizations.

11.4.3. LN employees will be paid for time excused for voting at the same rates they would have received had they remained at work. Absences for voting purposes will be arranged by supervisors to sensibly avoid serious interference with production.

#### **12. Relations with Employee Groups.**

12.1. Activities conducted by local national trade unions or other local national employee groups and their members, representatives or agents within USFJ facilities and areas will not be permitted except as specifically authorized. The terms "trade unions" and "employee groups" are the same as "local national employee trade unions" and "local national employee groups" respectively in the paragraphs that follow.

12.2. LN employees have the right to organize, join, or refrain from joining any lawful trade union or other employee groups without interference, coercion, restraint, discrimination or reprisal. USFJ personnel will take no action that affects the rights of LN employees due to the employee's membership or non-membership in any such group(s).

12.2.1. No single, organized trade union or other employee group will arbitrarily be considered as representing the interest of all LN employees or given the right of exclusive representation. Representation will be on behalf of members of the trade union or other employee group as recognized by the MOD as the legal employer of LN employees.

12.3. In accordance with MLC, MC, and IHA, negotiations with LN employee trade unions are the responsibility of GOJ as represented by Bureau of Local Cooperation (BLC) of the MOD. Since Deputy Director General, BLC, or his representative conducts direct negotiations with appropriate representatives and agents of trade unions and other employee groups, USFJ officials will not engage in such negotiations, but may attend as observers when invited by MOD representatives.

12.3.1. No authority exists for USFJ officials to engage in collective bargaining with trade unions or other employee groups. Therefore, USFJ officials will neither sign nor be a part of any trade union or other employee group collective bargaining agreement. However, USFJ officials in concert with local MOD representatives, are encouraged to consult on application of existing personnel policies, programs and procedures effecting LN employees at USFJ installations. Questions regarding the scope and authority to consult on matters at issue should be referred to the cognizant SC CORs or IHARs. The HQ USFJ/J14, Contracting Officer, or IHA Administrator may also be a source for guidance or consultation.

12.3.2. LN employee grievances may be initiated only by the person alleging himself/herself to be aggrieved. Grievances will be resolved or adjudicated under the established grievance procedures in the MLC, MC and IHA with legal review prior to a decision at the second, third, and final steps. Representatives or agents of trade unions or other employee groups may be invited by the aggrieved as a personal representative but may not speak for the LN employee in any attempts by USFJ management to resolve the grievance.

12.4. Trade union or other employee group activities are prohibited on USFJ facilities and areas. Such activities include, but are not limited to, labor rallies, demonstrations, celebrations, political or general membership meetings or gatherings, whether formally or informally called or assembled. The display within USFJ facilities and areas of banners, flags, placards, signs, emblems, or other paraphernalia, or the wearing of badges, ribbons, armbands, headbands or other paraphernalia symbolic of, or which bear any inscription, symbol or pictures of individuals, agencies, or activities of the USG or GOJ or of any labor or political organization or movement, is prohibited.

12.4.1. Trade union or other employee group material (e.g., information, goods, or other property) will not be distributed/posted within USFJ facilities and areas without prior approval by the Installation Commander or his/her delegated authorities. The same shall apply to any activity not specifically prohibited for in this section.

12.4.2. Any trade union or employee group material intended for distribution or posting within USFJ facilities and areas must be submitted to the Installation Commander or his/her delegated authorities for approval no less than seven (7) working days, excluding U.S. holidays, before the proposed date of distribution/posting. A synopsis of the material will be submitted in English along with the full Japanese version. Best efforts will be made to ensure that the status of the trade union or other employee group request is provided at least two (2) work days prior to the proposed distribution/posting date. Each SC will designate a point of contact for this matter.

12.4.2.1. Trade union or employee group material or activities intended for distribution/posting/conducting within USFJ facilities and areas shall not be political in nature, and shall not contain propaganda against the USG or GOJ, individuals, agencies or activities directly or indirectly.

12.4.2.2. Only trade union or employee group designated representatives or agents may distribute/post approved materials or conduct approved activities at designated locations (e.g., bulletin boards) on USFJ facilities and areas.

12.4.2.3. Trade union or employee group designated representatives or agents shall not distribute/post materials or conduct other activities during their regular working hours. They may, however, distribute/post approved materials or conduct approved activities outside regular working hours such as during lunch periods and before or after work hours in accordance with approved schedule of distribution/posting. Trade union or employee group designated representatives or agents are encouraged to discuss and coordinate with workplace supervisors and managers to ensure criteria of an agreed-upon schedule is adhered to.

12.5. Submission of requests for fund-raising/charitable drives will follow the procedure in paragraph 12.4.2 above. Trade union or employee group designated representatives shall not conduct fundraising/charitable drives without the approval of the Installation Commander or his/her delegated authorities. Requests for fund raising must be in compliance with fundraising policies and regulations and will be routed to legal office prior to obtaining approval of the

Installation Commander or his/her delegated authorities. Approved fundraising/charitable drives shall not be conducted during employees' regular working hours within USFJ facilities and areas, and shall not be person-to-person solicitation.

12.5.1. The solicitation of membership, collection of dues and signatures, and the assessment of collection of fees or funds by or for trade unions or employee groups, are prohibited within USFJ facilities and areas.

12.6. A SC may develop supplemental regulations and policies for distributing/posting approved material, fundraising or conducting other approved activities per their Installation Commander's instructions.

### **13. Strike and Labor Unrest Activities.**

13.1. USFJ authorities will cooperate fully with officials of the GOJ during periods of labor unrest, expecting full cooperation in return. USFJ authorities will take no action against individual LN employees who participate in lawful strikes, as the GOJ interprets Japanese legislation to afford USFJ LN employees the right to strike.

#### **13.2. Responsibilities.**

13.2.1. All US personnel, military and civilian, including dependents, will avoid any act, interference, or interaction with protestors and comply with all direction by US and GOJ authorities.

13.2.2. Upon being notified by a duly recognized GOJ official of a possible strike or demonstration, Installation Commanders will establish liaison with GOJ responsible officials. Immediately after the strike notification, SC Commanders will ensure that a written report containing information specified in Attachment 3 is submitted to HQ USFJ/J1, for the attention of J14.

13.2.3. USFJ authorities will take prompt action within USFJ installations to detain any person whose conduct violates base policies and regulations. If such conduct occurs outside USFJ installations, USFJ authorities will cooperate with the Japanese authorities as appropriate.

13.2.4. Nothing contained in these or other instructions abrogates an Installation Commanders' authority and responsibility to take such actions in time of emergency, or threat of emergency, which they deem necessary for the safe and effective functioning of their commands.

**13.3. Dispute Period Prior to Strike.** The length of the dispute period prior to a strike is normally the 24-hour period preceding the announced hour for commencement of the strike. Limited pre-strike picket activities are permissible during the dispute period, with the following restrictions:

13.3.1. If the Japanese police permit picket activities, neither USFJ military nor privately owned vehicles will be used to transport LN employees across picket lines. However, this does not restrict the use of LN employees as drivers or as crewmembers, etc., of vehicles engaged in their normal day-to-day functions during the dispute period prior to the strike.

13.3.2. Installation Commanders may accommodate workers on installations overnight or for such period as desired, if such action is necessary or desirable for the functioning of the installation, and if acceptance of such accommodation is voluntary on the part of the workers.

#### **13.4. Actual Period of Strike.**

13.4.1. During the actual period of the strike, the following restrictions apply:

13.4.1.1. LN employees will not be utilized as drivers of either USFJ military or privately owned vehicles wherein vehicle operators performing official duties are expected to cross picket lines.

13.4.1.2. LN employees will not be transported across picket lines in USFJ military or privately owned vehicles.

13.4.1.3. The foregoing does not preclude an LN employee from crossing a picket line on foot or in a non-USFJ vehicle. The act of crossing a picket line in order to go to work is the prerogative of the individual LN employee.

13.4.2. SC Commanders will ensure that a report on the strike containing the information specified in Attachment 4 is submitted to HQ USFJ/J1, for the attention of J14 as soon as practicable.

**13.5. Leave Hours.** Any specific purpose leave shall be approved for period of labor strike unless there is mission required reason to deny the leave request. However, Annual Leave (to include pre-approved Annual Leave) shall not be authorized for use during the period of labor strike unless an exemption is granted by the Installation Commander or by COMUSJAPAN based on the coordination with the JLAC and the employee can provide proof that he/she will/did not attend the labor strike held at the USFJ facility.

#### **14. Reductions in Force (RIF).**

14.1. USFJ has an official commitment to provide the United States Embassy and the GOJ with advance information on plans or actions which have a significant bearing on the employment security of USFJ LN employees. By international agreement, the USG is committed to maintaining maximum practicable employment stability. COMUSJAPAN must approve all proposed RIF actions in advance. Aggressive placement efforts shall be made to avoid RIF actions, including placements between SC's as necessary. Feasible and qualified vacant positions will be offered to allow placement of employees subject to RIF separation. HQ USFJ will not endorse RIF actions for employees who have not received a valid job offer unless the SC submits compelling documentation that aggressive placement efforts were made, the reduction is unavoidable, and the only viable option is the RIF action.

14.1.1. CORs/IHARs will follow the procedures of the MLC, MC, and the IHA in planning and implementation of RIF actions.

14.2. Whenever a RIF action is approved and will result in employee separations, SC Commanders will inform COMUSJAPAN of all associated MLC/MC/IHA transfers, reassignments, changes to lower grades or changes to different Basic Wage Tables. This coordination is required before requesting the servicing office (e.g. Regional Defense Bureaus, Offices, and Incorporated Administrative Agency) of the GOJ to initiate the necessary personnel actions.

14.3. In accordance with MLC, MC, and IHA, it is essential that advance notification be given prior to implementation of a RIF of LN employee(s) that shifts operations to a labor dispatching contract or business contract with a commercial business company.

14.3.1. The final decision to the award contracts and the responsibility for placing contracts into effect in a manner which will aid in avoiding unfavorable political repercussions and labor unrest, will rest with the SC Commander concerned.

## **15. Joint Committee Board for Resolution of Master Labor Contract and Mariners Contract Disputes.**

15.1. The Joint Committee Board is responsible for the resolution of MLC and MC disputes or appeals between the US Forces and GOJ that arise under Articles 7 and 8 of the MLC and Articles 6 and 7 of the MC. Procedures of the Board are specified at Attachment 1 of this instruction.

15.2. COMUSJAPAN will appoint US membership to the Board Secretariat as required.

15.2.1. The 374th Contracting Squadron, Yokota AB, Japan will provide a representative for the US Contracting Officer for the MLC and MC actions before the Board.

15.2.2. Upon the request of the Board or cognizant US COR, members or employees of USFJ activities will attend hearings as witnesses, without charge to leave or loss of pay, to furnish such evidence as may be requested and within restrictions imposed by security regulations of the USG.

15.3. COMUSJAPAN will transmit decisions on appeal cases to the SC Commander. SC Commanders will ensure implementation of decisions that affect units within their respective commands.

## **16. Administration of Local National Employees during Emergencies.**

16.1. The term "emergencies" refers to natural disasters, adverse weather, terrorist activity, radioactive/poisonous gas release, outbreak of pandemic disease, or other events that may present a danger to any USFJ facility, personnel, and LN employees or requires extraordinary USFJ assistance for relief measures.

16.2. During emergencies and exigent situations, supervisors/chain of command have the authority to designate any LN employee's position as mission essential and those employees designated as such are required to report to work or to remain at work when the emergency arises.

### **16.2. Mission-Essential (M-E) Designation.**

16.2.1. M-E LN employees are those employees, as determined by their chain of command, who are required to accomplish the mission of USFJ during emergencies or exigent situations. Included in this category are those LN employees not tied to combat operations or mobilization.

16.2.2. Management officials determine which tasks and responsibilities are essential under emergencies or exigent situations and what types and number of personnel are needed to be designated as M-E in order to continue operations.

16.2.3. Any position may be designated as M-E based on a particular emergency or exigent situation and the needs generated by that situation. The incumbent of any position designated as M-E may be called to duty based on the organization's mission requirements and the emergency or exigent situation at the time.

16.2.4. In some cases, the employee's position may be designated M-E in advance when management is reasonably able to anticipate the need for the incumbent to perform duties during emergencies and exigent situations. There is no requirement to annotate the M-E designation on the position description or task list; however, management has the authority to do so. When designating a position as M-E in advance, management, at a minimum, should document that: (1) employees have acknowledged their understanding that the position they encumber is designated as M-E; (2) employees are aware of the scope of their M-E functions; and (3) the supervisor has informed the employee of the duties and responsibilities to be performed under the emergency situations stated in paragraph 16.2.1 above.

16.2.5. Management, not employees, determine whether positions are designated M-E in advance and have the authority to direct employees to report to work or remain on duty during a particular emergency or exigent situation.

16.2.6. Management is responsible for coordinating base access for M-E personnel required to return to work when base access is otherwise restricted or limited. When management directs an employee to report to work during an emergency or exigent situation, it becomes a condition of employment. Employees who refuse or fail to report to work without acceptable justification (see paragraph 16.2.8) should be advised that such a refusal/nonappearance for work, may be grounds for disciplinary action, up to and including removal pursuant to disciplinary provisions in the MLC, MC, and IHA.

16.2.7. When the installation's normal operations are interrupted by events beyond the control of management (i.e., power failure, safety in road conditions, restrictions in transportation, natural disaster, etc.) or when it is in the public interest to close the installation, either on a partial or total basis, the Installation Commander may issue an administrative dismissal order relieving employees from duty without charge to annual leave or loss of pay. Employees directed not to come to work by their supervisors/chain of command, will be put on Administrative Leave pursuant to leave provisions in the MLC, MC, and IHA.

16.2.8. M-E personnel who are called to work must make every effort to come to work. If Japanese or U.S. authorities restrict access to the base, employees should obey the orders of those authorities and then immediately inform their supervisors that they were prohibited from entering the base. No adverse treatment shall be taken on employees who could not report to work due to access prohibition to the work place. Management officials have the discretion and flexibility to excuse employees who have made an honest effort to come to work but may have been delayed or unable to get to work for reasons beyond their control.

16.2.9. M-E personnel who are JSDF reserve members must notify management of their JSDF reserve status at the time their position is designated as M-E. JSDF reserve members may be recalled to reservist duty such as disaster relief and cannot be exempted from a JSDF military recall. When an LN M-E employee is recalled by JSDF, the period of reserve service should be

approved as leave without pay status, excepting the period of JSDF reserve training not to exceed the regularly scheduled work hours in one week within one calendar year. As a minimum, LN employees in positions considered to be emergency responders, such as security guards and firefighters are considered critical to the mission. As such, these employees would be ineligible for recall to active duty.

16.2.10. Within the M-E category, there should be a sub-category designation as First Responders. This category includes fire/emergency services, HAZMAT response teams, emergency medical services, explosive ordnance disposal, emergency response teams, public works, and security guards. Those LN employees may be designated as First Responders and its duties should be annotated in the position description or task list. LN fire fighters can be dispatched off base to assist the civilian community, where there is an existing agreement with off base civil authorities that USFJ and civilian firefighting organizations will assist one another as necessary in emergencies.

### **16.3. Other Provisions.**

16.3.1. The Installation Commander may exercise his/her authority to close all or part of an installation, or allow delayed arrival or early dismissal in the event of an emergency or severe weather conditions.

16.3.2. When an installation or activity is closed, all employees who have not been designated as M-E based upon requirements or particular situation, may be excused by the Installation Commander.

16.3.3. Leave, pay, and allowances such as premium pay related to holiday pay, overtime pay, night differential, and other premium payments and allowances will be administered in accordance with provisions in the MLC, MC, and IHA.

16.3.4. Employees on a previously approved leave status (with pay or without pay), workers' compensation, suspension, or in another previously approved non-pay status, are not affected by the closing of the base described in paragraph 16.3.1. Such employees shall remain in their prior approved leave status. Employees in a non-pay status have no expectation of working and receiving pay for a day during which offices are closed and, therefore, will not be granted excused absence.

16.3.5. Recall rosters must be kept up-to date by management officials. Employees are responsible for checking available media resources, social media, messaging, public notices, phone recall system, or for contacting management for appropriate action to be taken as necessary.

### **17. Coordination of Labor Issues with HQ USFJ/J1.**

17.1. To ensure consistent administration of the MLC, MC and IHA, SC Commanders will coordinate labor issues with HQ USFJ/J14, including but not limited to the following:

17.1.1. SC policy statements or directives which implement agreed-upon language in COMUSJAPAN/GOJ labor policy as reflected in the MLC, MC or IHA (paragraph 4.2.4).

17.1.2. External legal or administrative processes involving LN employees in connection with any action done in their performance of work (paragraph 4.2.5).

17.1.3. Exceptions to wage and allowance policy (paragraph 8.1).

17.1.4. Claims for wage adjustment (paragraph 8.1.2).

17.1.5. Strike notification (paragraph 13.2.2).

17.1.6. Report on strike (paragraph 13.4.2).

17.1.7. RIF actions to include separations, changes in full-time status, changes to lower grade or different Basic Wage Table, denial of re-employment of Post-Retirement Employee as a result of manpower space reductions (paragraph 14.2).

17.1.8. Transfer of function to private contractor (paragraph 14.3).

17.1.9. MLC/MC disputes (paragraph 15).

## **18. References.**

18.1. Master Labor Contract (MLC).

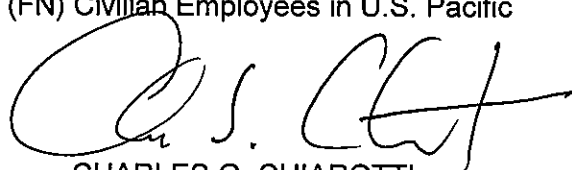
18.2. Mariners Contract (MC).

18.3. Subsidiary Labor Agreement and Financial Arrangements Concerning Employment of Local National Personnel by the Government of Japan for Utilization by Article XV Organizations of the United States Forces in Japan (referred to as the Indirect Hire Agreement (IHA)).

18.4. Department of Defense Instruction (DoDI) Number 1400.25, Volume 1231, dated July 5, 2011, subject: DoD Civilian Personnel Management System: Employment of Foreign Nationals.

18.5. Department of Defense Instruction (DODI) Number 1400.25, Volume 1251, dated January 13, 2014, subject: DoD Civilian Personnel Management System: Compensation of Foreign Nationals.

18.6. USPACOM INSTRUCTION 0201.1, dated 24 August 2005, subject: Personnel Administration for US Forces Foreign National (FN) Civilian Employees in U.S. Pacific Command (USPACOM) Foreign Areas.



CHARLES G. CHIAROTTI  
Major General, USMC  
Deputy Commander

## **5 Attachments**

1. Procedures of Joint Committee Board of Master Labor Contract and Mariners Contract Disputes
2. Request for Approval of Reduction in Force
3. Report on Impending Labor Relations Problems
4. Report on Strikes
5. Abbreviations



**Attachment 1**

**PROCEDURES OF THE JOINT COMMITTEE BOARD OF  
MASTER LABOR CONTRACT AND MARINERS CONTRACT DISPUTES**

**ARTICLE I**

**PURPOSE**

1. References: Paragraph 5f of Minutes of the 210th Meeting of the Joint Committee, dated 14 May 1959; paragraph 3b, Minutes of the 211th Meeting, 28 May 1959, paragraph 3b, Minutes of the 227th Meeting, 18 February 1960; and paragraph 3b, Minutes of the 228th Meeting, 3 March 1960; 6b of the 2nd Meeting, 7 July 1960; and paragraph 6b of the 56th Meeting, 21 February 1963.
2. These rules provide procedures for the operation of the Joint Committee Board for Master Labor Contract and Mariners Contract Disputes (hereinafter referred to as "The Board") in processing appeals arising under Article 7 and 8 of the Master Labor Contract (MLC) (FEC-28000) and Articles 6 and 7 of the Mariners Contract (MC) (FEC-29000).

**ARTICLE II**

**JURISDICTION**

1. The jurisdiction of the Board is to make findings of fact and recommendations to the Joint Committee on appeals that arise under Article 7 and 8 of the MLC and Article 6 and 7 of the MC.
2. The Board shall examine every request for appeal to determine whether it falls within the Board's jurisdiction.

**ARTICLE III**

**MEETINGS**

1. Meetings of the Board may be called at any time when agreed to by the senior member from the United States and from Japan.
2. No hearings shall be held and no action shall be taken by the Board unless all members of the Board or their duly appointed alternates are present, provided that the composition of the Japanese membership of the Board shall change according to whether the case is related to the MLC or MC. All actions shall be decided by majority vote.
3. Each Government shall appoint, in advance, alternate members to the Board.
4. Chairmanship of a Board meeting shall alternate with each meeting of the Board.
5. A Secretariat shall be established for the Board composed of members appointed by the two Governments.

**Attachment 1 (continued)**ARTICLE IVDISPUTES UNDER ARTICLE 7 OF MLC AND ARTICLE 6 OF THE MC

1. Any dispute arising under Article 7 of the MLC (FEC-28000) and Article 6 of MC (FEC-29000), which is not disposed of by agreement between the MOD and COMUSJAPAN and from which, an appeal is taken in accordance with the procedures provided in the MLC and the MC shall be finally decided by the Joint Committee.
2. Initially, any such disputes shall be decided by COMUSJAPAN who shall reduce his/her decision to writing and mail or otherwise furnish a copy to the Director of the MOD.

ARTICLE VPROCEDURES FOR APPEAL

1. Within thirty (30) days from the receipt of such copy of the COMUSJAPAN decision, the Director, MOD, may appeal from the decision by filing a written notice of appeal addressed to the Joint Committee.
2. A copy of the MOD written notice of appeal shall be furnished to the COMUSJAPAN by the US member of the Board Secretariat.
3. The decision of the Joint Committee shall be final and conclusive on any case appealed to it under Article 7 of the MLC and Article 6 of the MC provided that, if no such appeal is taken, the decision of COMUSJAPAN shall be final and conclusive. Pending final decision of a case appealed to the Joint Committee, the MOD shall proceed with the performance under the provisions of the MLC and the MC in accordance with the Contracting Officer's decision.

ARTICLE VIDISAGREEMENTS UNDER ARTICLE 8 OF THE MLC AND ARTICLE 7 OF THE MC

1. In the event that the matter concerning personnel actions under Article 8 of the MLC and Article 7 of the MC is not resolved by agreement between MOD and COMUSJAPAN, the latter will submit his decision in writing to the Director, MOD. The Director, MOD, may appeal the disagreement case, in writing, to the Joint Committee within thirty (30) days from the date of receipt of the findings relating to MLC and MC.
2. A copy of the MOD written notice of appeal shall be furnished to the US Contracting Officer by the US member of the Board Secretariat.
3. Except as otherwise stated in the MLC or MC, the status of the employee concerned in the action, will remain unchanged pending final decision of the Joint Committee where the Committee renders a decision within the thirty (30) day period provided for above. Where the Committee does not render a decision within such thirty (30) day period, action will be taken at the expiration of such time to change the status of the employee in accordance with the decision of the Contracting Officer.

**Attachment 1 (continued)**

4. The decision of the Joint Committee shall be final and conclusive in all cases referred to it under Article 8 of the MLC and Article 7 of the MC.

**ARTICLE VII****APPEAL PROCEDURE**

1. Notice of appeal by the Director, MOD, from decisions by the US Contracting Officer shall be submitted within the thirty (30) day period prescribed above, in writing, to the Joint Committee through the Secretariat of the Joint Committee in nine copies, five of which shall be in English, and four in Japanese. The Secretariat of the Joint Committee will refer the notice of appeal to the Board through the Secretariat of the Board.

2. A copy (in English) of the notice of appeal shall be forwarded by the US member of the Secretariat to the US Contracting Officer and to each of the three US Board members. The Japanese member of the Secretariat will forward copies (in Japanese) of the appeal notice to each of the three Japanese Board members.

3. As soon as possible after the notice of appeal is given by the MOD to the Joint Committee, the Director of the MOD shall file with the Board Secretariat a written brief (5 copies in English and 4 in Japanese) including but not limited to the following:

- a. Indication of the notice of appeal.
- b. A complete statement of the facts upon which the appeal is based with supporting documents and affidavits attached.
- c. The relief sought.
- d. Date of appeal.

4. The US member of the Board Secretariat shall forward one copy (in English) of the written brief to the US Contracting Officer and copies to each of the US members of the Board (in English). The Japanese member of the Board Secretariat will forward copies (in Japanese) to each of the three Japanese Board members.

5. Within thirty (30) calendar days after receipt of the MOD written brief, the Contracting Officer shall compile and transmit through counsel to the Board Secretariat a written answer (4 copies in English, 5 copies in Japanese) to the MOD. Brief to include the following:

- a. The findings of fact and the decision from which the appeal is taken, and the letter or letters of other documents of claim in response to which the decision was issued.
- b. Provisions of the contract and pertinent specifications, amendments, etc.
- c. Correspondence between the parties and other data pertinent to the appeal.
- d. Such additional information as the Contracting Officer may consider material.

**Attachment 1 (continued)**

6. The Secretariat, through its US and Japanese members, shall forward copies of the US answer to the US members of the Board (in English), to the Japanese members of the Board and the Director of the MOD (in Japanese).

7. The Board upon its own initiative or upon application by a party may at its discretion request a party to make a more definitive statement of its complaint or answer, or to reply to an answer.

8. All briefs and answers on a case shall be filed within such period of time as may be allowed by the Board.

**ARTICLE VIII****WITHDRAWAL OF APPEAL**

At any time prior to the Board finding of facts and recommendations on a case, the appellant may withdraw the appeal in whole or in part by filing a written notice of withdrawal with the Secretariat of the Joint Committee.

**ARTICLE IX****HEARINGS**

1. Hearings will be conducted on written statements and answers submitted by both parties.

2. The Board may request the presence of witnesses to appear and testify on matters properly before the Board.

3. The Board may have a portion of the membership conduct the investigation mentioned in the preceding paragraph, irrespective of the provisions of Article III, paragraph 2.

**ARTICLE X****REPORT OF FINDINGS AND RECOMMENDATIONS**

When a finding is reached by the Board, it shall be reported, together with a recommendation to the Joint Committee.

**ARTICLE XI****INABILITY TO REACH A RECOMMENDATION**

When the Board is unable to reach a majority finding and recommendation, it will submit to the Joint Committee a complete record of the case together with findings and recommendations of each member of the Board.

**ARTICLE XII****REVISION OF RULES OF PROCEDURE**

**Attachment 1 (continued)**

The Board may recommend revision of these Rules of Procedure whenever it deems such revision appropriate.

ARTICLE XIII

OFFICIAL TEXT

The Rules of Procedure are drawn up both in English and Japanese languages; both texts shall be authentic.

ARTICLE XIV

AUTHORITY

The Joint Committee shall be the source of authority in all matters of procedure and operation of the Board referred to in Article I above.

ARTICLE XV

As to the cases pending at the Joint Committee at the time of the adoption of these procedures, the procedures stated in Article VII may be omitted.

Signed by

MR. TAKASHI YOSHIDA  
MR. SHIZUHIKO MAKIHATA  
MR. MISUO SHIMPO  
MR. YONOSUKE YOMO

CHESTER D. GASTON, Lt Col, USAF  
CHARLES L. DANIEL, CDR, USN  
WAYNE G. ROBERTS, CAPT, USA

**Attachment 2****REQUEST FOR APPROVAL OF REDUCTION IN FORCE (RIF)**

1. All written (message) requests for approval of RIF actions that include proposed press releases will be forwarded to HQ USFJ/J1/J021 (J4/J5 will also be included as an addressee in such requests, if activity closure or real property release is involved). Service Components will appropriately classify each written request. These requests will include:

1.1 The specific installation/activity and the facility number where the RIF is to be effected.

1.2. The number of employees to be terminated by type: MLC/IHA/MC.

1.3. Effective Date of RIF.

1.4. Reason(s) for RIF.

1.5 Placement efforts made to avoid RIF actions, including placements between Service Components.

1.6. Proposed press release with possible questions and answers, if applicable.

1.6. Date and time of public announcement (i.e., press release), if applicable.

1.7. Date and time of official notification to the Chief of the Local Defense Bureau/Office.

2. All requests for authority to initiate RIF actions must be forwarded in writing (message) at least seven (7) working days prior to date of public announcement (i.e., press release), and be accompanied by the SC Commander's proposed press release with possible questions and answers.

3. Information addressees on messages requesting approval for RIF actions will be as follows:

3.1. USPACOM/J12/J1/J021 (J4/J5 will be included if activity closure or real property release is involved)

3.2. US Embassy (Tokyo)/USIS/POL

3.3. Military Department concerned

3.4. USPACOM Service Command concerned

4. Whenever a transfer of work to a private contractor will result in the RIF of one or more Japanese National employee(s) or will otherwise displace these employee(s) from work performed by them, the following procedures will be observed:

4.1. SC Commanders will report the details of such plans to HQ USFJ/J1 in writing. This should be done sufficiently in advance to avoid the possibility of agencies of the host Government receiving first information of such plans from non-US informants.

**Attachment 2 (continued)**

4.2. COMUSJAPAN will arrange a meeting between representatives of the MOD and representatives of the SC Commander concerned unless COMUSJAPAN considers that the effects of the transfer of work to private contractor or changes in existing contracts will be minor in nature. The purpose of this meeting, which will be chaired by a COMUSJAPAN representative, will be to provide for a mutual exchange of information concerning the planned transfer to private contract and the reasons therefor.

4.3. If these plans are subsequently revised after the above notification has been given, the changes to original plans will likewise be reported to HQ USFJ/J1 in writing.

4.4. The final decision as to the award of contracts and the responsibility for placing contracts into effect in a manner that will avoid undue labor unrest will rest with the SC Commander concerned.

**Attachment 3****REPORT ON IMPENDING LABOR RELATIONS PROBLEMS**

Reports on potential labor disputes will include as much of the following as is available at the time of reporting, but initial reports should not be delayed for lack of complete information. Telephone reports may be made to report the information on potential strikes and cancellation or postponement of strikes.

1. US Forces unit or units involved.
2. Location of dispute.
3. Labor union demands and basic issues causing the dispute.
4. Commencement date and duration of any proposed strike.
5. Number of employees utilized by the US Forces who are directly involved in the dispute and their status with the US Forces (i.e., MLC/MC employees, IHA employees, direct hire employees, employees of private contractors or others).
6. Number of workers indirectly involved, their status (as indicated in paragraph 5 above) and nature of their relationship to the labor dispute.
7. Union or unions directly involved, their affiliation, and political complexion.
8. Background leading up to the dispute.
9. Impact of proposed strike upon US operations and combat effectiveness.
10. Countermeasures being planned by US Forces in event of strike.
11. Actions being taken to resolve the dispute.
12. Other facts germane to the dispute.



**Attachment 4****REPORT ON STRIKES**

Subsequent to submission of reports required by upon materialization of a strike and during strike, detailed reports including, but not limited to the following, will be submitted. Telephone reports are desirable initially, with such reports to be confirmed in writing as soon as practicable.

1. Date and hour of commencement of strike.
2. Date and hour of commencement of picketing activities.
3. Number of employees scheduled to work.
4. Number of employees reported to work.
5. Number of employees absent from work.
6. Number of employees accommodated on installations.
7. Factual evidence and records, including photographs, of all activities of pickets considered to be unusual or illegal.
8. Date and hour of termination of strike.
9. Specific information on the direct and/or indirect costs of the strike to the USG, and of other effects on the mission of the activity concerned.
10. Other facts germane to the strike (e.g. failure of picketers or supporters to comply with law enforcement).

**Attachment 5**

## ABBREVIATIONS

1.	BLC	Bureau of Local Cooperation
2.	COMUSJAPAN	Commander, United States Forces, Japan
3.	COR	Contracting Officer's Representative
4.	GOJ	Government of Japan
5.	IHA	Indirect Hire Agreement
6.	IHAR	IHA Administrator's Representative
7.	JD	Job Definition
8.	JLAC	Joint Labor Affairs Committee
9.	JLRC	Joint Labor Resources Committee
10.	JSDF	Japanese Self-Defense Force
11.	MC	Mariners Contract
12.	MLC	Master Labor Contract
13.	MOD	Ministry of Defense
14.	USPACOM	United States Pacific Command
15.	USFJ	United States Forces, Japan
16.	USG	United States Government