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## LABOR AND EMPLOYMENT LAW BULLETIN (NO. 10)

### Is a Company Obligated to Let a Labor Union Use Space within Its Workplace?

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Labor unions sometimes request a company to allow members of the labor unions to use space within the workplace of the company, or to refrain from making deductions from the salary of union members who participate in collective bargaining sessions held during their working hours.

Article 7, Item 3 of the Labor Union Act stipulates that “the provision by a company of space within the workplace for labor union members to utilize as their office” does not constitute an Unfair Labor Practice. Similarly “the refrainment by a company from making deductions from the salary of labor union members who participate in collective bargaining sessions held during their working hours” does not constitute an Unfair Labor Practice, either. However, this Article does NOT mean that a company is statutorily obliged to provide space to union members or to refrain from making deductions from the salary of union members who participate in collective bargaining sessions held during their working hours.

Therefore, a company may use its business judgment in accepting or refusing such requests by labor unions. It is not illegal to refuse such a request.

「会社の中に労働組合の事務所として使える空間を一部屋もうけろ」とか「賃金をカットされずに労働組合の組合員が労働時間中に団体交渉に参加できるように配慮せよ」などといった便宜供与の要求を、団体交渉において、会社は労働組合から受けることがあります。

賃金を失うことなく労働時間中に労働者が会社と協議することを会社が認めること、ならびに組合に最小限の広さの事務所を会社が供与することが、不当労働行為には当たらない、と労働組合法 7 条 3 号但書はたしかに定めています。しかしながらこの条文の意味は、組合事務所貸与の義務や、あるいは賃金をカットせずに団体交渉を労働時間中に行うことに応ずべき義務が会社側にある、ということの意味しません。労働組合の結成・運営に介入したり、運営のための経費上の援助を与えたりすることは、原則として不当労働行為になるけれども、組合事務所貸与や賃金をカットせずに団体交渉を労働時間中に行うことに応ずることは労働組合への影響が少ないので、これを会社が行なっても例外的に不当労働行為とはみなさない、というに過ぎません。

したがって、かかる便宜供与をおこなわなくても、会社に義務違反はなく、労働組合からの便宜供与の要求を受けるか否かは、会社による正に高度の経営判断ということになります。

Should you wish to receive further information as to the above-mentioned, and/or how your company is in compliance with labor/employment law, please contact your regular attorney or Hideki Thurgood Kano (e-mail: [hidekithurgood.kano@andersonmori.com](mailto:hidekithurgood.kano@andersonmori.com), tel: 81-3-6888-1061).