

JAPAN LABOR BULLETIN

ISSUED BY THE JAPAN INSTITUTE OF LABOUR

Vol.32 No.03

March 1993

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General Survey

White Paper on Women

In December 1992, the Cabinet Secretariat, Cabinet Councillor's Office on Internal Affairs published its second report ((a white paper on women)). These reports stem from the new domestic action program initiated in 1987 and which aim toward the year 2000. They are in response to a report by the Women's Affairs Planning Promotion headquarters.

Inauguration by the United Nations of (the International Women's Year) (1976) and the International Women's Decade (1976-1985) sparked growing global moves toward the improvement of the position of women in society. Specifically the aims are "Equality, Development and Peace," and opening of the "world Women's Congress," formulation of the "World Action Program" and "adoption of the UN Convention on the Elimination of All Forms of Discrimination Against Women." What is more, the Nairobi World Congress of the International Women's Decade met in 1985 and confirmed that efforts must continue toward the year 2000 to achieve goals for the International Women's Decade. The Japanese government acted in concert with UN efforts and established a Women's Affairs Planning Promotion Headquarters in 1976 and formulated a domestic action program in 1977. During the International Women's Decade, the government promoted consolidation of legislation for realizing the equality of men and women and in 1987 formulated a new domestic action program aimed at achieving various goals by the year 2000. Furthermore, in 1991 the government strengthened the program with an overall goal of "formation of a society which supports joint participation of the both sexes".

The 1992 white paper on women reports on how measures and policies on women have progressed since 1988. It analyzes the following seven areas: population and the family, women's lives ((life course), living time and participation in society), women's awareness (division of labor according to sex, views on marriage and family), participation in public activities (female participation in policy-and decision-making in political, administrative, legal and international fields), educational trends, employment trends and women and their lives in old age. The white paper introduces mutually relevant phenomena observable in the nation in which aging of the population progresses rapidly, such as higher educational attainment, (the tendency to marry later) and (the declining birthrate). At the same time, it points out as an issue to be examined, the fact that despite more women participating in society, the Japanese as a whole still hold on to the traditional sex-based division of work.

The white paper also features analysis of female participation in public activities. Women account for 6.5 percent of Diet members, 9.6 percent of national government council members

and 5.5 percent of the nation's judges. In addition, increasing numbers of women are obtaining international organization jobs, such as at the UN Secretariat and represent Japan in international conferences such as the UN General Assembly. The percentage of decision making positions in national councils filled by women, which stood at 2.4 percent in 1975 and has now surged to about 10 percent. Yet "the percentage still lags considerably," the white paper states.

Working Conditions and the Labor Market

Employment Practices at Crossroads --Managers Asked to Retire Early--

(Lifetime employment) is one of Japan's characteristic employment practices. Under the system, firms employ new school graduates and assure them of employment until they reach mandatory retirement age. This system is widely practiced, particularly among large companies. It assures stable employment irrespective of business conditions and has contributed greatly toward enhanced morale of employees. Recently, however, the system has been on a slippery slope, which may be a harbinger of painful changes to come.

White-collar workers at big firms were traditionally assured of their positions under the lifetime employment system. But deep economic gloom is now testing this system. Leading corporations, such as Pioneer Electronics and Clarion have thought the unthinkable: early retirement for midlevel management, including division and section managers or above. On January 8, Clarion announced that it has asked for really retirement of managerial employees. As part of its management reconstruction measures it plans to cut around 300, or 10 percent of all its employees by March. The audio equipment maker will ask for management retirements as well as voluntary retirements from those aged 40 and over. The company's profit-earning audio-visual division has been hurt badly by the slump in the economy, and Clarion is expected to see losses of 5.6 billion yen for the current year ending in March. The company is proceeding with rationalization and streamlining plans. Already in the spring of 1992 it cut wages for executives and instituted a wage hike freeze for those in management posts. Starting in November 1992 it slashed its part-time workforce at the end of the contract period. (The proposal for voluntary retirements and early retirement) of managers is the first for the company since its inception.

Amid a slump in the audio-visual industry, Pioneer said that it has asked 35 managers to retire early on condition that it will offer premium retirement allowances equal to two years' salary to those aged between 50 and 55. The additional retirement allowances are considerably higher than the regular payments, Rengo said. The company "will dismiss the 35 employees by the end of January if they do not comply," the officials said.

Survey on Wages

On December 1, the Ministry of Labour published a preliminary report on (starting wages) in its 1992 Basic Survey on Wage Structure. The preliminary report is based on survey results of starting wages for first-year employees (who graduated from junior high schools, senior high schools, technical colleges, junior colleges and four-year universities in March 1992) of about 19,000 private establishments that employ 10 or more regular employees. Starting wages, surveyed as of June 1992, include scheduled pay, except for commutation allowances, and (periodical increments).

Male college graduates started at an average of 186,900 yen, up 4.2 percent over the year before. Of them, those in the general job field received 185,700 yen (up 4.4%) and those in engineering started at 188,800 yen (up 3.9%). On the other hand, female college graduates received starting wages averaging 181,000 yen (up 4.5%). Of them, those in the general job field started at 178,800 yen (up 4.4%) and those in engineering at 184,000yen (up 4.4%). In addition, males with technical and junior college educations started at 160,900 yen(up 3.7%), while those with high school educations started at 146,600 yen (up 4.1%). The starting pay of females with technical and junior college educations was 152,400 yen (up 4.0%) while those with high school educations received an average of 139,500 yen (up 4.7%). Affected by the sagging economy, growth in starting wages for first-year employees remained at the 4-percent level, lower than a year earlier.

On December 25, the Ministry unveiled the outcome of a 1992 survey on the realities of wage hikes. The survey was carried out in September 1992 among 2,267 private firms with 100 and more regular workers. Replies were received from 68.5 percent, or 1,552 of the 2,267. According to the survey which features the background of a wage increase as well as its amount, in the spring of 1992 at companies with 100 and more regular employees workers won (a wage hike) of 12,939 yen (14,394 for the previous year), and the wage increase rate represented 5.1 percent, down from the 5.9 percent level of the year before.

Among factors to which enterprises attach the most importance in determining the amount of wage increase, "business results" was rated as the highest by 50.1 percent of firms polled, followed by "regular wage" (for 34.1% versus 34.4% for the previous year), "security and stability of labor force" (10.5% versus 17.9% for the preceding year) and "stability of industrial relations " (32% versus 30% for the year before). The order in which firms attach importance to the factors listed remained the same as the year before; however, a smaller percentage placed emphasis on "security and stability of the labor force," while a larger percentage put more emphasis on "business results." The figure for the former factor had

trended upward since 1988.

Those firms which cited ("regular wage") as a determining factor for a wage raise were questioned about the firm or industry they followed. Forty-two point eight percent said they followed "a firm at the same level in the same industry," followed by "a firm at the upper level in the same industry" (19.7%), " a firm in the same area" (15.9%), "keiretsu, or industrial groups" (13.5%) and "other industries" (6.4%). Of the firms which cited "other industries", the highest, or 28.6 percent based their wage hikes on those of the "electrical machinery industry," followed by "steelmakers" (23.2%), "automakers" (12.9%) and "chemical industry" (6.0%).

Labor-Management Relations

Labor Unions Toss Boss Out of Office

Japan's industrial relations are said to be ("labor-management-cooperative") when compared with those of foreign countries. In recent years, however, there have been notable cases in which labor unions have forced company presidents to resign. Toyo Keizai Shimposha, Tokyo Broadcasting System (TBS), Yamaha Corp., the Mainichi Shimbun and Tokyo Shoko Research are five such companies that saw their bosses kicked out.

Toyo Keizai Shimposha is a long established publishing house which has enjoyed a significant edge in investment-related publications such as *Kaisha Shikiho*, but has experienced lackluster corporate results amidst the faltering economy. Under these circumstances, labor unions forced President Nakajima out of his post. He had gone ahead with vigorous management expansion strategies, advancing into a totally new field by inaugurating an auto magazine. This led labor unions to rebel against the "dictator". Those in management positions took advantage of labor's actions and tossed the boss out of office.

The story is the same at Tokyo Shoko Research, from which President Nishiyama was forced to resign in April 1992. Nishiyama set forth a plan to divide the Tokyo branch in hopes of strengthened business operations in the Tokyo area where the company has reported a big loss. The company had so far rarely seen a conspicuous labor-management confrontation. Labor, however, snapped at Nishiyama's forcible strategies, thus forcing him out of office.

The Mainichi Shimbun also tossed its boss Watanabe out in April 1992. Management said they "continued strenuous efforts to rebuild the firm," while on the other hand, labor contended that management tended to be "inner-directed without any promising future vision." Both sides remained split unit to the end. Furthermore, TBS pushed out President

Tanaka who put profits first. Yamaha also tossed its Kawakami out of office. Labor had seen his negative management stance as dubious.

Chusho Liaison Joint Struggle Council

The Chusho Liaison Joint Struggle Council, or Chushorenkyo for short, held its inaugural meeting at Tokyo's Yuaikaikan on January 14. The Council will comprise industrial-wide organizations consisting of many (workers at smaller-scale firms) under the umbrella of(Rengo (Japan Trade Union Confederation)). Thus, the new organization will cover 15 industrial unions, counting over 1.8 million members including those which plan to join. The Council's action policy will incorporate: first, expansion of member unions; second, cooperation with local Rengo; and third, activities for workers at small-sized firms in contact with the Bureau of Measures to Cope With Smaller Firms of Rengo's headquarters. The Council selected Toru Eguchi, chairman of Zenkinrengo, as chairman and Akira Imaizumi, secretary-general of Zenkinrengo, as secretary-general.

Chushorenkyo grew out of the discussions held in the summer of 1992 by the top leaders of Zenkinrengo, Kinzokukikai, Ippandomei and Zenkokuippan. They talked about the possibilities of strengthening the labor movement among workers at small-sized firms. They agreed on the need to create a council, which is, so to speak, the "IMF-JC" of smaller firms. The discussions led many industry-wide federations to join the new Council. "We dismissed participation of those smaller-scale unions which are already organized into large industry-wide federations under the banner of big companies," noted Secretary-General Imaizumi. Even so, 1.8 million workers at small firms joined the newly established Council, far greater than the 700,000 -1 million members which had originally been expected.

Under its agreement, the Council provides unions other than Rengo-affiliated ones with the possibilities of joining the Council. This is intended "to develop a movement for incorporating unaffiliated smaller industry-wide federations into Rengo," says Imaizumi. The Council will study the following areas. First, solidarity and cooperation between member industry-wide federations on wage talks and improved working conditions. Second, local Rengo's activities with the centerpiece of activities for smaller unions in regions. Third, establishment of an experts' meeting on issues regarding smaller-scale unions and their workers. In its action policy, the Council said "Rengo is presently comprised largely of workers at large private firms and those engaged in public projects and therefore, workers with small-sized companies are unable to use their own will and power to develop the labor movement." Thus, they are appealing for the importance of the labor movement in which workers at smaller firms are the key players. Would-be members of Chushorenkyo include Zensendomei, Ippandomei, Kotsuroren, Gokaroren, Zenkokuippan, Insatsuroren,

Kensetsurengo, Sen-inroren, Shin-unten and Zenzosenkikai. Also, Shokuhinrengo and Gomurengo plan to join the Council.

Public Policy

Foreign Workers Measures

The framework of (the Skills Training Program) has taken shape on January 9. The Ministries of Justice and Labour had been studying how to inaugurate the system in the new fiscal year that starts in April. Under the Skills Training Program, those (foreign trainees) deemed to have reached a certain proficiency level under the current foreign trainee program can receive skills training under formal employment contracts after completing a training period. This will enable them to further improve their skills. The new program, effective on April 1, will limit the duration of the practical training period to 1.5 times the preceding one or to a maximum of 15 months. In addition, it stipulates that the training and on-the-job training period alike is a maximum of two years. To prevent those foreign trainees who have completed the vocational training from staying in Japan unlawfully, the new program incorporates the following strict measures. Participants in the program would be obliged to set aside return trip travel expenses during the course of their program. Also, they must report to their host firms that they have returned home at the end of the program. The acceptance annually of between 20,000 and 30,000 job trainees is expected, the officials said. The new program will soon be officially announced by the Ministry of Justice.

In December 1991, the third Ad Hoc Council on Administrative Reform Promotion recommended creation of the Foreign Trainee Program. This is aimed at (technological transfer) to developing nations. Related government ministries and agencies have been coordinating with each other for early introduction of the Program. The International Training Cooperation Organization will serve as a window on operation of the Program. Those deemed to have reached a certain proficiency in level skills and technologies by the Organization would be allowed to continue on-the-job training.

Concurrently with this, the Ministry of Labour will strengthen monitoring of those employers wishing to hire (overseas workers). By this coming summer, it will formulate guidelines whereby employers can enter into adequate employment contracts with foreign workers. Furthermore, it will establish a "Service Center for Foreign Employment," a Public Employment Security Office exclusively for foreign workers, and within the next fiscal year it will ensure that employers improve working conditions for legal foreign workers. The guidelines will incorporate the following. First, when hiring foreign workers, employers must make a notice of employment to notify them of working conditions, wages and working hours.

Second, employers should prepare a foreign-language manual regarding safety control for overseas workers. Third, employers must offer foreign workers a periodical physical checkup. The Service Center will be established in Tokyo to assist foreigners with professional skills in finding jobs here. It will provide a study session on foreign employment administration for those employers who ask for hiring counseling.

Special Topic

Relation of Collective Agreement to Rules of Employment

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1. Introduction

As a system governing labor relations, the labor law of Japan includes laws, ordinances, collective agreements, rules of employment, labor contracts and labor practices. These labor laws and ordinances determine the fundamental, underlying legal framework as well as the minimum measures and policies concerning labor relations. More detailed terms and conditions of employment and provisions regarding labor relations are then treated in a collective agreement between labor union and employer. Furthermore, specific measures are stated in rules of employment provided by the employer, followed by conclusion of individual labor contracts. These, in turn are affected by labor practices. In this respect, Japan's labor law shows aspects common to many other countries.

However, setting legislation aside, work rules play an exceptionally large role in actual employment relations. Rules of employment go beyond legal provisions and affect working conditions, which in turn prescribe the details of labor contracts. Work rules assume de facto the status of the "law of the workplace." Below I will discuss the background for this.

2. Relation of Collective Agreement to Work Rules and Labor Contract as Intended by Labor Standards Law (LSL)

Let me first examine the framework of legal regulations on labor relations as intended by Japanese labor law after WWII. Of the three major systems entrusted to labor and management, collective agreements, work rules and labor contracts, the first system, the collective agreement, is ranked as the highest in importance. Labor law, which stresses the advantages of balanced relations between workers and the employer, encourages the

formation and operation of labor unions (Note 1). In particular, labor law recognizes collective bargaining as a labor union right, obligates the employer to agree to bargain collectively with unions and imparts special legal binding power (normative effect) to collective agreements. Neither work rules nor labor contracts can infringe upon this (Note 2). The legal policy is that top priority should be given to a decision made between unions and the employer. Rules of employment, on the other hand, stipulate common working conditions and provisions which are applied to the employer and employees. They are simply the formal draft details of a labor contract which are essentially made individually between the workers and the employer. In Japan, however, the rules of employment are institutionalized by the LSL in an attempt to make them useful for the administration and inspection of specific labor standards and to make them internal provisions for clarifying working conditions at a workplace concerned, especially at a workplace where no labor union exists (Note 3).

The labor contract is concluded between individual workers and the employer on the basis of laws and ordinances as well as the above mentioned collective agreements and work rules (Note 4).

Accordingly, the overall framework of working conditions and other treatment of individual workers is usually fixed by laws as well as by the collective agreement and rules of employment before they are agreed upon between the workers and the employer on an individual basis in a labor contract.

3. Actual Relation among the Three

What is then the actual relationship between the collective agreement, rules of employment and the labor contract?

A labor union must exist in order for a collective agreement to be made. The unionization rate, however, has declined to 24.4 percent (Note 5). Worse yet, more labor unions tend to be organized at large enterprises, with about 10 percent having yet to conclude a collective agreement (Note 6). Most labor unions are enterprise based and therefore, application of the collective agreement is as a rule not extended to workers employed in a particular locality. Also, its extensive application by establishment is restricted for non-regular workers because of the strict interpretation of the "workers of the same category" (Note 7). Furthermore, only the fundamental principle of working conditions standards is stipulated, and in many cases few specific details are provided for. Thus, the collective agreement is legally regarded as the "Constitution of the workplace," but often gives way to rules of employment in terms of the actual, day-to-day regulating power of individual employment relations.

Let me now refer to rules of employment, which have two conflicting features. Matters to

be incorporated in the rules of employment are determined legally. In addition, under the LSL an employer who continuously employs ten or more workers must draw up and submit rules of employment to the Labour Standards Inspection Office of the Ministry of Labour or he will be penalized. The employer is thus obliged to consolidate the rules of employment. On the other hand, the employer can rather easily establish rules of employment once he goes through the following procedures: he shall ask the opinion of a labor union organized by a majority of the workers at the workplace concerned or, if it does not exist, of a person representing a majority of the workers. Therefore, the rules of employment are much more widely diffused than collective agreements.

Under Article 93 of the LSL, the rules of employment have a normative effect in that they constitute the minimum standards for working conditions. In addition, they are often presented when a labor contract is concluded and are incorporated into it. Thus, it is quite likely that a wide range of provisions in the work rules will govern employment relations. When a collective agreement is concluded or revised, specific provisions, which may be termed rules for operation, are often incorporated into work rules. Since rules of employment cannot conflict with a collective agreement (Article 92), they are generally made to match an agreement with the majority labor union. Thus, application of the agreement is not directly extended to non-union workers or other unions' members, but the details of the agreement will be indirectly synthesized into individual labor contracts through provisions of the rules of employment (Note 8).

How about a labor contract, then? Without drawing up the detailed articles and clauses of a contract, the tendency, it is said, is for Japanese parties to deal with matters on the basis of general understanding and trust accepted practices and common sense between them. The same rule also applies to a labor contract. Establishment of labor relations normally dispenses with the exchange of written labor contract; and thus, the labor contract simply establishes a worker's position with a blank provision. Accordingly, the contents of the labor contract are more often determined by the above mentioned work rules.

The reality is that the rules of employment play the key role in regulating employment relations; not the collective agreement nor the labor contract (Note 9).

4. Special Legal Effect of Work Rules based upon Judge-made Law

How is the legal and societal structure, in which rules of employment play so important role on the actual basis of labor relations, reflected in judicial precedents? There are two antagonistic theories concerning the legal ground on which rules of employment govern labor relations. One is that work rules as a whole, constitute a legal norm and the other is that the rules of employment are incorporated into the labor contract through some form of agreement

between labor and management. But since the 1968 Supreme Court decision on the Shuhoku Bus case, judicial precedents have shown that the rules of employment, if their details are reasonable, are legally binding upon workers irrespective of whether they are newly drawn up or revised, or whether the workers knew of the specific details (Note 10).

The legal ground invoked by the Court is as follows. As long as reasonable conditions of work are stipulated under rules of employment based upon management requests that working conditions are to be determined in a systematic and standardized manner, individual working conditions also conform to the rules. Existence of these factual practices (Article 92 of Civil Code) thus makes the contents of the reasonable rules of employment incorporated into a labor contract (Note 11).

This is a rather forced legal interpretation, but it none-the-less constitutes the mainstream of judicial thinking because of the following judgment in terms of legal policy. When several labor unions take differing views of working conditions and are unable to coordinate with each other, or when a majority of the workers have approved the rules of employment but a very few will not agree on the strength of vested rights, steps taken to utilize the reasonable rules of employment somewhat flexibly are inevitable. This is because staging lockouts or taking such measures as dismissal for those who will not agree to changes in the conditions are difficult under Japanese labor law. Such a case is almost like a dispute over interests, but the Court applies the construction of rules of employment under its court-made law. In actuality, however, the Court adopts the framework for dealing with a case, which is formally a dispute over rights, of establishment of new working conditions by arbitration (Note 12).

Take some recent cases, for instance. Judging as reasonable rules of employment to include the same contents as those of a collective agreement concluded between a labor union and an employer, the court ruled that they have an effect over those in management posts who would otherwise be treated in an advantageous manner (Note 13). In another case in which work rules have been modified in accordance with a collective agreement made by a majority labor union, the court judged as reasonable the contents of the modified rules of employment, thus confirming that they have an effect over minority union members who oppose introduction of the 5-day workweek and resultant measures taken (Note 14).

5. Concluding Remarks

Japan's institutional framework which determines working conditions, including legislation, collective agreements, rules of employment and labor contracts, hardly differs from that of other industrialized nations. However, as I have roughly explained, it is extremely important to understand, the circumstances under which work rules become key as

the "law of the workplace" because of leading judicial cases. In many of Japan's judicial practices, the court calls the work rules in question and makes their provisions criteria for solving cases of individual labor relations.

Excessive discretion by the court makes it difficult for social parties to determine what is reasonable. Those concerned, furthermore, are critical of making in-house rules of employment unilaterally provided by the employer. However, with no suitable substitutes for work rules available at the moment, it is predicted that these will continue function as the most significant portion of Japan's labor laws in the workshop.

Notes

1. The right of workers to organize, bargain and act collectively is guaranteed under Article 28 of the Constitution of Japan. Also a series of provisions for labor unions are given in the Trade Union Law (TUL) which was enacted in 1945-49 to realize the above right. Under Article 7, No.1 of the TUL the employer shall not be permitted to treat in a disadvantageous manner a worker because such a worker has tried to organize and operate a labor union. No detailed conditions for organizing a labor union are regulated in the TUL except that a labor union shall be an organization, or a federation thereof, composed mainly of workers (Article 2), that it shall be formed autonomously (ibid) and that it shall be democratic (Article 5, Par.2). No requirements provide for the minimum number of union members nor for the form of the organization; nor is the government's permission necessary nor reporting to the government the intention to create labor union. The labor union thus established is tax-exempted (Article 7 of Corporate Tax Law). Furthermore, it can acquire the status of a juridical person by registering itself if it has submitted its statute and or evidence, to the Labor Relations Commission and proved that it is in compliance with the provisions of the TUL (Article 11 of TUL). Labor unions are guaranteed the right provided for in Article 28 of the Constitution irrespective of form, coverage and size, and the employer shall be prohibited from committing any act which infringes upon the right. Any such acts shall be regarded as unfair labor practices (Article 7 of TUL). Proper acts of labor unions, including acts of dispute, do not come under application of the provisions of the Criminal Code (Article 1, Par.2 of TUL) and the Civil Code (Article 8 of TUL) and also come under protection from a variety of other measures (Article 7 of TUL).
2. The employer cannot refuse without proper reasons to bargain collectively with unions representing of workers which he employs and he must negotiate with them in good faith. Also the standards concerning conditions of work provided for in a collective agreement, concluded at the collective bargaining table, have normative binding power, over labor contracts (Article 16 of TUL). The rules of employment cannot infringe upon any collective agreement, either, according to Article 92 of the LSL. The collective agreement has normative binding power over the remaining one-quarter of the workers of the same category regularly employed in the same establishment when it applies to three-quarters or more of those of the same category (Article 17 of TUL). Application can be extended, pursuant to a resolution made by the Labor Relations Commission, to the remaining workers of the same category when it applies to the majority of workers of the same category in a particular locality (Article 18 of TUL).
3. An employer who continuously employs ten or more workers must draw up rules of employment on matters pertaining to wages, hours of work, holidays, leave and retirement and must submit these rules of employment to the Labour Standards Inspection Office (Article 89 of LSL; Article 120 stipulating penal regulations for those who have failed to draw up or submit work rules). In newly stipulating or revising the rules of employment, the employer must ask the opinion of a labor union organized by a majority of the workers at the workplace concerned, where such a labor union exists, or of a person representing a majority of workers, where no such labor union exists. Furthermore, in submitting the rules of employment or changes thereto, the employer needs to attach a document setting forth the opinion referred to above (Article 90 of LSL and Article 120 stipulating penal regulations for this provision). In the event the rules of employment provide for a wage cut as a sanction against a worker, there are restrictions on the amount (Article 91 of LSL and Article 120 stipulating penal regulations for this provision). The rules of employment shall not infringe upon any laws and ordinances or any collective agreements and the administrative office may order the revision of rules of employment which conflict with laws and ordinances or with collective agreements (Article 92 of LSL). In addition, under Article 2, Par.1 of LSL, both labor and management shall abide by rules of employment, and Article 93 stipulates

- that labor contracts shall not be inferior to the working condition standards established by the rules of employment.
4. An employment contract, the nucleus of a labor contracts, is stipulated under Articles 623-631 of the Civil Code. Also, a variety of other provisions are given in the LSL. Labor practices which are not clearly stated in any agreement sometimes constitute part of the contract as factual practices (Article 90 of Civil Code). The same is true for a tacit agreement which is derived from a contract interpretation.
 5. Based on the Ministry of Labour's *1992 Basic Survey on Trade Unions*.
 6. Based on a 1991 *Survey on the Realities of Collective Agreements* compiled by the Ministry of Labour. Cf. Y. Suwa. Enterprise-based Labor Unions and Collective Agreements, Japan Labor Bulletin, Vol. 31, No. 9, 1992.
 7. Hino Motors case, Supreme Court, First Petty Bench, Decision of October 18, 1984, *Rodo Hanrei*, No. 458, p. 4.
 8. According to a survey, given in pages 94-135 of *How does Article 17 of the Trade Union Law Function?* by a Study group of Article 17 of the Trade Union Law (Labor Issues Research Center 1992), for example, 86.3 percent of firms questioned responded that they seek to unify working conditions through rules of employment.
 9. Cf. Y. Suwa, Shugyo Kisoku Hori no Kozo to Kino (Legal Theory of Work Rules: Its Structure and Function), *Nihon Rodoho Gakkaishi*, No. 71, 1988, pp. 5-30.
 10. Supreme Court, Grand Bench, Decision of December 25, 1968, *Rominshu*, Vol. 22, No. 13, p. 3459. Cf. K. Sugeno, Management Flexibility in an Era of Changes: The Court's Balancing of Employer and Employee Interests, Japan Labor Bulletin, Vol.30, No.6 1991; T. Yanagiya, Shugyo Kisoku no Furieki Henko o meguru Hanreihori (Judicial Theory Concerning the Legal Effect of Unilateral Disadvantageous Modification of Rules of Employment, *Nihon Rodoho Gakkaishi*, No. 71, 1988, pp. 31-57.
 11. Cf. Above-cited Shuhoku Bus case, and NTT Obihiro Office case, Supreme Court, First Petty Bench, Decision of March 13, 1988, *Rodo Hanrei*, No. 470, p. 6.
 12. Cf. Y. Suwa. op. cit. (Note 8).
 13. Daishi Bank case, Tokyo High Court, Decision of August 28, 1992, *Rodo Hanrei*, No. 615, p. 18
 14. Ugo Bank case, Akita District Court, Decision of July 24, 1992, *Rodo Hanrei*, No. 618, p. 100.

**New Publications
of the Japan Institute of Labour**

JAPANESE WORKING LIFE PROFILE-LABOR STATISTICS: 1992-93
Size 190mm×95mm, 1992
Price: ¥1,000 (postage not included)

Statistical Aspect

Recent Labor Economy Indices

	November 1992	October 1992	Change from previous year
Labor force	6,632 (10 thousand)	6,642 (10 thousand)	89 (10 thousand)
Employed	6,487	6,496	75
Employees	5,212	5,168	134
Unemployed	153	146	15
Unemployment rate	2.3%	2.2%	0.2
Active opening rate	0.93	0.96	-0.43
Total hours worked	166.3 (hours)	169.1 (hours)	-3.9*
Total wages of regular employees	269.4 (¥thousand)	269.0 (¥thousand)	1.6*

Source : Management and Coordination Agency, Ministry of Labour.

Notes : 1. *denotes annual percent change.

2. From January 1991, date of "Total hours worked" and "Total wages of regular employees" are for firms with from 5 to 30 employees.

International Comparison of Labor Force Participation Rate by Age

(Unit : %)

Country	Age Sex	Total 15 and over	15-19	20-24	25-34	35-44	45-54	55-59	60-64	65 and over
	Female	36.7	7.3	53.2	76.1	73.1	65.7	45.8	17.0	1.5
Germany (1990)	Male	60.8	43.2	79.8	91.3	97.4	94.8	81.1	35.1	5.2
	Female	39.2	37.3	75.6	69.4	68.7	62.0	43.8	12.5	2.0
Britain (1990)	Male	73.1	61.5	86.6	94.2	94.6	91.4	81.0	54.3	8.6
	Female	52.0	57.9	75.0	69.9	76.2	72.5	54.6	22.7	3.3
U.S. (1991)	Male	72.2	40.6	74.4	91.2	91.9	91.2	79.6	55.1	15.6
	Female	55.6	39.8	68.4	73.6	76.2	73.3	56.5	35.1	8.0
South Korea (1991)	Male	74.7	11.0	59.6	94.5	96.8	93.0	84.7	67.6	40.9
	Female	47.4	18.9	65.9	46.2	59.7	61.0	54.5	43.2	47.4
Singapore (1990)	Male	78.3	21.7	83.0	97.3	98.6	92.9	72.8	30.8	—
	Female	48.4	22.7	76.3	70.3	54.5	39.0	18.8	6.7	—
Japan (1990)	Male	77.6	19.1	72.8	96.8	97.9	96.9	93.2	74.2	38.0
	Female	50.7	17.8	75.6	58.1	66.8	69.4	55.5	40.7	16.6

Source : ILO YEAR BOOK OF LABOUR STATISTICS 1992

Notes : 1) For age group of U.S., 15-year-olds total actually means 16-year-olds total.

2) Those aged 60-64 for Singapore represent the total of those in the workforce who are aged 60 and over.