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General Survey

Survey on Nationwide Consumption Trends: MCA

The average monthly consumption expenditure of all households nationwide was 176,422 yen in 1994, showing a real 4.2 percent advance from the figure for the 1989 survey excluding the increase in consumer prices, said the Management and Coordination Agency in a survey on nationwide consumption trends. The survey, which has been conducted every five years since 1959, was taken between October and November, 1994, covering 4,690 single-person households. The average monthly consumer spending of women showed substantial growth of 12.9 percent in the bubble-economy year of 1989, while in the 1994 survey it showed stagnant growth of 6.3 percent.

Consumption expenditure of working women under 30, in particular, plunged to 3.1 percent.

Savings averaged 5.93 yen million for men and 9.61 million yen, or 1.6 times larger, for women. Savings for men equaled 144.7 percent of annual income and those for women, 316.2 percent. In the 10-year period from 1984 to 1994, savings for men grew 2.8 times from 2.15 yen million to 5.93 million yen, while those for women surged three times from 3.26 million yen to 9.61 million yen, manifesting slightly larger for women.

Working Conditions and the Labor Management

Survey on Employment Diversification

The percentage of "non-regular employees" stood at 22.8 percent, according to a Ministry of Labour report entitled, A Comprehensive Survey on Diversifying Employment Forms, which surveyed working hours for both "regular employees" and "non-regular employees," in November 1994 and covered 30,000 employees at 15,000 establishments. Replies were received from 94.3 percent of the 30,000 employees and from 82.4 percent of the 15,000 establishments.

"Regular employees" mean those whose specific period of employment is not stipulated and who are usually assured positions until mandatory retirement age. In this survey, those who have been temporarily-transferred to other firms are included as "non-regular employees". Besides temporarily-transferred employees, "non-regular employees" include dispatched workers, part-time workers, temp staff, day laborers, contract-based workers and registered employees, and others. Of the 22.8 percent who are non-regular employees,

13.7 percent were part-time workers; 4.4 percent temporary staff and day laborers; 1.7 percent contract-based and registered employees; 1.4 percent temporarily-transferred to other firms; 0.7 percent dispatched workers; and 1 percent others.

Of the establishments which hire "non-regular employees," the highest share, or 47.7 percent employed part-time workers, followed by 14.9 percent which employ temporary staff and day laborers, 6.9 percent which hire temporarily-transferred workers, 6.5 percent which employ contract-based and registered employees, and 3.4 percent which keep dispatched workers on the payrolls. Regarding reasons for employing "non-regular employees," the largest share, or 46.1 percent cited "cutback on personnel costs," followed by 29.1 percent which cited "to respond to the fluctuating volume of work" and 22.5 percent which said "to respond adequately to professional jobs."

Asked about why they work on a non-regular employee basis, 38.4 percent of the 30,000 employees answered "to supplement the family budget" or "to earn school expenses" and 37.9 percent replied "can work when it is convenient." In addition, an overwhelmingly high or 81 percent said that they "want to continue with their present employment form," and 15 percent said they "wish to change to other form of employment."

Labor Management Relations

Rengo's 4th Annual Convention

Rengo (Japanese Trade Union Confederation) decided on a new action plan at its 4th annual meeting held on November 5-6. In the action plan, which aims to deal with "the Challenges of a Maturing Society", the Confederation recognizes that the nation is now entering a stage in which society can no longer hope for economic growth as before. With this in mind, the organization set forth "establishment of the consensus-building system in all areas" in order to achieve fair distribution of the fruits of labor. In a nutshell, the organization set forth more strongly than ever its stance of strengthening government policies and reform of social systems, arguing that internal firm decisions on working conditions are not sufficient to achieve improvement in workers' living standards. At the convention, the participants conducted more vigorous debates than ever. They criticized the fact that "the concrete image of a mature society isn't clear" and also that "the present sluggish economy adequate." Also, they expressed dissatisfaction with Rengo's political activity and peace movement efforts.

Delegates fretted over the fact that they were unable to see where Rengo is heading. Their anger was reflected in the discussions. First, Rengo was affected by management's drive to restructure. Impatience over Rengo's present attitude toward its future, they argued that

"it is okay to go hand in hand with management in policy-making, but Nikkeiren (Japan Federation of Employers' Associations) has set forth a plan to alter the seniority-based wage scheme."

Worse yet, Rengo-affiliated labor unions are divided into two different groups in terms of political party supports for, one favoring the opposition Shinshinto (New Frontier Party) and the other which supports the Social Democratic Party of Japan. Rengo was thus unable to set forth a unified political policy, further fanning delegates' impatience.

In the election of Rengo officials, President Jinnosuke Ashida and Secretary-General Etsuya Washio were both re-elected. However, to challenge Washio, Fukutaro Fukuhara, President of JR-Soren (Japan Confederation of Railway Worker's Unions), ran for the post of secretary-general for the first time since the inception of Rengo capturing about 10 percent of the votes. This was far more than had been expected, thus reflecting dissatisfaction with the current Rengo policy line. Whatever the case may be, the 4th convention made the delegates feel that Rengo now is at a crossroad.

Public Policy

Research and Survey Regarding Realities of Acceptance of Foreign Trainees

The Japan International Training Cooperation Organization (JITCO) reported on the outcome of a research survey on acceptance foreign trainees at smaller-scale firms. The survey aimed to clarify the system of day-to-day guidance established by organizations and corporations which accept foreign trainees, the problems arising from acceptance of the trainees and tasks to be tackled and solved.

The findings are based on replies from 1,638 organizations, firms, advisors and trainees that responded to questionnaires sent in November and December 1994. The response rate was 48.1 percent. Among the organizations responding; 60 percent were small- and medium-sized company unions; slightly more than 20 percent were chambers of commerce and industry; 20 percent were commercial and industrial associations. Also, a few incorporated bodies and juridical foundation responded. Many of the organizations accepted fewer than 30 foreign trainees, accounting for roughly half of the total. But the percentage of organizations accepting more than 100 trainees reached about 20 percent. An overwhelming percentage, or 87 percent, of the trainees were from China, with the remaining 10 percent coming mainly from Indonesia and the Philippines. Organizations administer and implement unified training management for host firms which accept foreign trainees in the fields of language training (94%), training allowances (85%) and a variety of insurance programs

(84%).

Meanwhile, the way firms accept foreign trainees varies depending on the sector. In the manufacturing and service sectors, the number of firms which started taking in foreign trainees peaked in 1992 when they eagerly accepted them. In construction, the number of companies accepting foreign trainees has been on a constant increase even since 1992. Regarding those problems involving trainees' life which should be noted, at smaller firms with a workforce of less than 30 employees, more trainees demand to "stay longer." On the other hand, at larger firms with 30 and more employees, more trainees ask for an "extension of the training period."

Over 90 percent of the foreign trainees consider training programs useful for their work back home. They also said they were content with their life in Japan. But 60 percent noted they have language problems. Substantiating and reinforcing education programs intended to improve trainees' as well as advisors' language proficiency is an urgent task to be tackled, the report says.

Government Support Smaller Scale Firms and Venture Businesses

With the prolonged recession, the employment situation has continuously worsened. The prevailing view is that large firms will find it difficult to drastically increase their power to absorb workers in the years ahead. In response to this, the government considers it necessary to set forth measures to create new jobs. One of the measures the government intends to implement is to extend assistance to smaller-scale firms and venture businesses which will likely be growing and will have the potential to absorb workers.

The Ministries of Labour and International Trade and Industry have decided to revise the Law Concerning Securing Labour Force and Small Sized Enterprises. The current systems under the Law stress measures to cope with the labor shortage in manufacturing of the "bubble economy" period. The soon-to-be revised law seeks to help smaller-scale companies and venture businesses secure more sophisticated people in the areas of hiring, education and training, in order to move into new fields. Especially, for those firms which will employ more than three new employees, the government will take steps to loan equipment funds as well as providing a long-term running fund, which will be used to educate people, at a low interest rate.

Under the draft revision, the government has set forth the following objectives. First, to help small-sized companies secure people needed to advance into a new business, in the field

of financial and taxational measures. Second, to take steps to support those firms which have sent their workers to universities and research laboratories to boost R & D efforts. Meanwhile, the Ministry of Labour is studying how to inaugurate, first, a new subsidy for smaller-scale firms to improve their work environment, and second, a subsidy for starting smaller-scale companies and venture businesses as well as for securing human resources necessary for going into new fields. Regarding the second subsidy in particular, the Ministry will provide firms, when taking in skilled or experienced people, with a third of the expenses needed such as for wages, for one year. To offer the subsidy, the Ministry will obligate firms to employ the same or a larger number of workers than those with skills and experience, thus expanding employment in the short term. It will earmark around 11.4 billion yen for new measures, including establishment of new subsidies, and these will be incorporated in the second supplemental budget for fiscal 1995. Meanwhile, MITI has compiled support measures for venture businesses in the information field, the gist of which contains the following. First, launching of a debt-guarantee system for venture businesses. Second, expansion and substantiation of software projects for fostering venture firms. Third, financial assistance to venture businesses which will move into regions hit by the Great Hanshin Earthquake.

Victims of Sarin Incident on Tokyo's Subway System, Recognized as Eligible for Workmen's Compensation

The March 20 sarin gas attack on the Tokyo subway system killed 12 and injured about 5,500. Most of the victims of the gassing were on their way to work and were eligible for labor accident compensation as having been involved in accidents while on duty or on their way to work.

The Ministry of Labour had been considering recognizing victims of the poisonous gas as qualified for workmen's compensation unusually promptly and has recently finished acknowledging this. As of September 18, the number applying for workmen's compensation in connection with the March nerve-gas attack was 4,014. Of these, 3,937 have already been recognized as entitled to receive compensation-3,609 were acknowledged as having been involved in the accident resulting from commutation and 328 as having been involved in the accident in the course of duty. In connection with the gassing, the Ministry has taken steps to substantially expand the quota of those entitled to receive relief and eventually expects to acknowledge 4,000 nerve-gas victims as eligible for labor accident compensation. The government predicts the sum of workmen's compensation benefits will total to around 300 million yen, a record-high benefit amount. Now that it has virtually finished the acknowledgement of victims of the Tokyo attack as eligible for compensation and has largely finished computing the total sum of insurance payments, the Ministry plans to demand the

Aum Shinrikyo (Supreme Truth) sect suspected of staging the subway attack, pay for all insurance payments. Under the Workmen's Accident Compensation Insurance Law, the State can claim damage for insurance benefits it paid to a third party in a case where a labor accident is caused by the third party.

Meanwhile, the Ministry of Justice, which will be asked to demand damages from Aum, notes that it could claim from the sect the amount of insurance benefits paid to victims of the sarin gas attack and also all other damages the State sustained as a result of the attack. This would mean that it will ask for National Health Insurance payments and benefits for criminal victims paid to victims for medical treatment, and accident compensation benefits for national public servants. The Ministry is studying how to press claims for all these damages against Aum before the year-end as soon as the Ministry of Health and Welfare, the National Police Agency and the National Personnel Authority, which are administrative offices, are ready to go into action.

Special Topic

Client Company's Duty to Bargain with Dispatched Workers' Union: Asahi Broadcasting Case

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I. Introduction

In Japan, the Worker Dispatching Law of 1985 (hereinafter "WDL") permits a temporary agency or a worker dispatching company (provider employer) to provide its workers to a client company under the latter's direction, although the scope of such jobs is limited to those designated in the Cabinet Order¹. Among the jobs the Cabinet Order designates are audio and video equipment operation for broadcasting and the production of broadcasting programs.

Before enactment of the WDL, worker dispatching was prohibited by the Employment Security Law as a type of "worker supply." However, an arrangement similar to worker dispatching was often utilized in the form of a contract for work. The broadcasting industry often utilized such a contract for obtaining workers. In this situation, the question arose as to whether or not a broadcasting company that receives workers from a contractor has a duty to bargain collectively with a union consisting of such workers. This question turns on whether a

broadcasting company is an "employer" of such workers.

Recently, in the case of the *Central Labor Commission v. Asahi Broadcasting Co.*,² the Supreme Court of Japan held that the client company in this case is an "employer" within the meaning of Article 7 (2) of the Trade Union Law. This provision makes it an unfair labor practice for an employer to refuse to bargain with a trade union that represents workers whom the employer employs. At the same time, the Court limited the subject of the bargaining to working conditions relating to dispatched work. This article introduces and analyzes this case, pointing out a few questions that remain unanswered.

II. Facts of the *Asahi Broadcasting Case*

In this case, the plaintiff, Asahi Hosō (Asahi Broadcasting Company; hereinafter "ABC"), produces TV broadcasting programs in Osaka. ABC concluded a contract for service with Osaka Totsu and two other companies (hereinafter "contractors"), to provide them with employees for filming and lighting work at the ABC's production sites. In making broadcasting programs, ABC provided contractors with "organization schedules" that specified the name of the program as well as the time and place of production. Although contractors were supposed to assign employees based on each schedule, the employees dispatched to ABC (hereinafter "dispatched workers") were virtually fixed. These workers were engaged in producing broadcast programs according to the scenarios and timetables as well as the organization schedules, using equipment and materials provided by ABC. The dispatched workers performed their work under the direction and supervision of the directors, who were employed by ABC. The directors determined the working schedules, overtime work and rest periods. The dispatched workers worked together with ABC's employees so that they were integrated into the organization of ABC's operation.

On the other hand, the contractors kept the attendance record of the dispatched workers and paid them their wages accordingly. Also, the contractors employ 30 to 160 employees respectively, have their own work rules, engage in collective bargaining and conclude agreements with a trade union (hereinafter "union") representing their employees.

The union requested that ABC bargain with it, demanding that dispatched workers be treated as ABC employees and that their wages be raised. The union's demands included improvement of working conditions at ABC's facilities, such as providing employee lounges. ABC refused to bargain, contending that it is not the employer of the dispatched workers. Thus, the union filed an unfair labor practice charge with the Osaka Local Labor Commission.

The Osaka Local Labor Commission held that ABC is the employer of the dispatched workers only as regards their working conditions at ABC sites. To that extent, the

Commission found that ABC violated Article 7 (2) of the Trade Union Law and ordered the company to bargain with the union with respect to working conditions. The Central Labor Commission dismissed ABC's appeal. Then ABC sought a judicial review. The Tokyo District Court sustained the Central Labor Commission's order, and ABC appealed.

The Tokyo High Court rescinded the order, holding that ABC is not the employer of the dispatched workers. According to the opinion of the Tokyo High Court, an employer within the meaning of Article 7 of the Trade Union Law is, except under extraordinary circumstances, limited to those employers who conclude an employment contract with dispatched workers, determine their basic working conditions, engage in collective bargaining and conclude agreements with their union. In this case, since the contractors meet such requirements, ABC does not have the status of employer with respect to dispatched workers.

The Tokyo High Court also pointed out practical problems that may arise if a client company is held to be the employer of the dispatched workers. These problems include whether both the client company and the provider employer should be the parties to collective bargaining simultaneously; if so, how collective bargaining should be conducted; and whether the union may resort to striking only with respect to working conditions arising from dispatched work.

III. The Supreme Court Opinion

The Central Labor Commission appealed the decision of the Tokyo High Court. On February 28, 1995, the Supreme Court rescinded the lower court's decision and sustained the order of the Commission.

First, the Court opinion sets out a rule regarding the meaning of the "employer" under Article 7 of the Trade Union Law. The Court states, "the 'employer' in a general sense is an entity who concludes an employment contract. However, since Article 7 proscribes certain types of anti-union conduct as unfair labor practices and aims at restoring normal labor and management relationships by remedying such unfair labor practices, an entity other than the employer as a party to an employment contract can be an 'employer' under Article 7, when and only to the extent that, such an entity receives dispatched workers from their employer, has them work in its own business activities, and is in a position to be able to determine their essential working conditions actually and concretely so that such an entity is, even if partially, equivalent to the employer as a party to an employment contract."

In the present case, the Court points out, ABC determined the work of the dispatched workers in detail such as the date, time, place and contents of their services. Thus, the dispatched workers worked together with ABC's employees so that they were integrated into

the organization. Also, the dispatched workers were under the direction and supervision of ABC's directors. Subsequently, the Court states, "In light of all these facts, ABC effectively determined the working hours, contents of work, and working environment of dispatched workers. Thus, ABC was in a position to be able to determine such essential working conditions actually and concretely so that it is, even if partially, equivalent to the contractors who concluded employment contracts with dispatched workers. Therefore, to that extent, ABC is an 'employer' within the meaning of Article 7 of the Trade Union Law."

Based on this holding, the Court concludes that ABC committed an unfair labor practice by refusing to bargain with the union regarding working conditions of dispatched workers which ABC could determine by itself, thereby violating Article 7 (2) of the Trade Union Law.

VI. The Meaning of "Employer" in Labor and Employment Law

1. Context of Discussion

Whether an entity is an "employer" or not is debated in various contexts. First, in the case where a worker seeks his/her unpaid wages or alleges that his/her dismissal is unlawful, the question turns on who the employer is as a party to the employment contract with the worker. This is also the case where an employee of a subsidiary alleges that its parent company should assume the employer's responsibility, although in this situation the issue is discussed under the framework of the doctrine of piercing the corporate veil.

Second, the issue of who the employer is also arises in a collective labor relationship. The ABC case illustrates one of the most typical situations: whether a client company is obligated to bargain collectively with a union representing workers who are dispatched from provider employers. However, even in such cases, what has to be taken into consideration is the nature of the claims or remedies the plaintiff employees are seeking, i.e., criminal or civil immunity because of collective actions such as striking, or administrative remedies for unfair labor practices. Since the answer to the questions of employer liability may be different depending on the nature of the claims, it must be noted that the ABC case arose in the context of unfair labor practices.

2. The Notion of "Employer" Under the Unfair Labor Practice System

(1) Supreme Court Precedents

Before the *ABC* case, the Supreme Court had rendered two decisions regarding the issue of the notion of the employer in unfair labor practice cases. In the *Yuken Kogyo Co.* case,³ the Court held that a client company who received and used dispatched workers for machinery drafting has a duty to bargain with the dispatched workers' union. In this case, the contractor who employed and dispatched these workers was only a shell entity consisting of a few workers, and not having the substance of a business enterprise. In addition, since the money

that the client company paid to the contractor was calculated according to the hours worked or on piecework basis, this is actually regarded as wages for dispatched workers. Therefore, it was possible to find an implied employment contract between the client company and the dispatched workers.

Furthermore, in the *Hanshin Kanko Co.* case,⁴ the Supreme Court ruled that a company running a cabaret was an employer within the meaning of article 7 of the Trade Union Law with respect to band members performing at the cabaret, even though the company concluded a contract for these services with a band leader. The Court based its conclusion on the finding that the company set their working hours, gave general instructions regarding music to be played, and that the band was integrated into the business organization of the company. In a civil case involving the same parties, the Supreme Court held that there was an employment contract between the company and the band members including its leader.⁵

As these decisions indicate, the cases that reached the Supreme Court before the ABC case were simple in that the client company was the only entity that could practically be claimed to be the employer of dispatched workers. Other entities such as the contractor in the *Yuken Kogyo* case or the band leader in the *Hanshin Kanko* case did not have substance as the employer.

On the other hand, in the ABC case, the provider employers employed 30 to 160 workers, determined their wages, and conducted their businesses independently. They even had a collective bargaining relationship with the dispatched workers' union. Thus, this case poses a novel question: can a client company be an employer only with respect to conditions of dispatched workers while they are working under the company's direction and supervision? In other words, this is an issue of whether the client company has a duty to bargain as a "partial employer."

(2) Theoretical Framework

Along with court decisions, scholars have debated on the notion of the employer in the context of unfair labor practice. The narrowest view would limit the employer in this context to the employer as a party to an employment contract (hereinafter "contractual employer").

However, most scholars disagree with this view, pointing out that the remedial system for unfair labor practices is not aimed at pursuing a contractual responsibility for employers. Instead, many of them take the view that the notion of the employer in this context includes a person who is in a similar or close position to the contractual employer.⁶ Some scholars take an even broader view. They argue that a person who has effective influence or dominating power over the working conditions of workers can be an employer in an unfair labor practice

context.⁷ According to this view, even banks or other entities doing business with the contractual employer can be such an employer.

Since the previous Supreme Court cases described above dealt with the situation where an implied employment contract can be found, it is safe to say that the Court has taken the view that a person who is in a similar or close position to the contractual employer can be an employer in the context of unfair labor practices. In the ABC case, too, the Supreme Court appears to follow essentially the same view, since the Court opinion makes it a condition for finding an employer status that a respondent is, even if partially, equivalent to the employer as a party to the employment contract.

V. Evaluation of the *ABC* Case

1. Relationship With Remedial Systems For Unfair Labor Practices

So far, scholars have expressed favorable comments on the Supreme Court Decision in the ABC case.⁸ They agree with the reasoning of the Court that Article 7 of the Trade Union Law aims at restoring normal labor and management relationships by remedying unfair labor practices.

In my opinion, however, there could be a more detailed explanation for this reasoning. Under the system of administrative remedies for unfair labor practices, the Labor Commissions have wide discretion in fashioning remedies when it finds that the alleged unfair labor practice was committed. Thus, remedies to undo the effect of the unlawful practice or to prevent its repetition are not limited to contractual remedies such as back pay and reinstatement of workers. As a remedy for unlawful refusal to bargain, for example, the most typical remedy is a bargaining order. In deciding whether it should issue a bargaining order, the Labor Commission may focus on whether such an order will be an appropriate remedy to establish or restore the normal collective bargaining relationship. Therefore, the Commission may issue a bargaining order against a "partial employer" if it finds that such a remedy is appropriate under the Trade Union Law, regardless of whether an employment contract exists between the respondent and the workers the union represents.

2. The Scope of the Supreme Court Decision

(1) Under What Circumstances Does a Client Company Have a Duty to Bargain?

As a matter of course, the Supreme Court decision in the ABC case did not resolve all the issues regarding the client company's duty to bargain with the dispatched workers' union. For one thing, it is not clear when and regarding what a client company is so obligated. According to the Court opinion, a bargaining duty arises when a client company is in a position to determine dispatched workers' essential working conditions actually and concretely so that the company is, even if partially, equivalent to the employer as a party to an employment

contract. Questions that remain are, then, (a) what are "essential working conditions" for dispatched workers, and (b) when a client company's influence on such working conditions becomes an "actual and concrete determination" that turns the client company into an equivalent of the contractual employer.

Although it is difficult to delineate the entire scope of these requirements, at least it is clear that a client company in a typical worker dispatching situation such as the *ABC* case falls into the category of the "partial employer."

(2) The Influence of the Worker Dispatching Law

Another issue arises in the case where the WDL applies (the *ABC* case occurred before the WDL took its effect). Article 40 of the WDL provides, "When any complaint by a dispatched worker working under a client's direction is reported to the client with respect to the dispatch work, the client shall notify the employer of the content of the complaint and shall endeavor, in good faith and without delay, to deal with the complaint appropriately and quickly in close cooperation with the employer of the dispatching undertaking." The question is whether this grievance system is a substitute for the collective bargaining system for the client company.

Professor Takanashi, who had a great influence on the WDL legislative process, states, "In general, collective bargaining should be carried out between a provider employer and a dispatched workers' union. However, when a client company effectively determines working conditions of the dispatched workers in violation of the WDL, such a client company may be found to be an employer of the workers and there may be a problem of collective bargaining."⁹ This statement implies that a client company does not have a duty to bargain with a dispatched workers' union so long as the employer does not violate the WDL.

Also, Professor Sugeno contends that so long as the client company observes the WDL and handles the issue in the grievance procedure with the union participating, the grievance procedure is substituted for collective bargaining.¹⁰ This view is slightly different from Professor Takanashi's opinion in that Professor Sugeno requires the union's participation as a condition for preemption of the grievance procedure. On the other hand, some commentators argue that there is not a clear legislative intent that the grievance procedure under Article 40 of the WDL overrides collective bargaining.¹¹

(3) Practical Questions in Implementing Collective Bargaining

Lastly, the Supreme Court opinion in the *ABC* case did not answer practical questions posed by the Tokyo High Court such as whether a client company and a provider employer must conduct collective bargaining on the same subject simultaneously or separately. More

concretely, a question will arise as to whether a provider employer may refuse to bargain with a dispatched workers' union regarding the issues that only a client company can determine. For these issues, the provider employer can only ask the client company to meet the union's demand when they make an arrangement or a contract regarding working conditions of dispatched workers.

Since these issues are very important in the practice of worker dispatching, the Supreme Court is expected to resolve them as soon as possible.

Notes

- (1) See generally Takashi Araki, "*Characteristics of Regulations on Dispatched Work (Temporary Work) in Japan*", JAPAN LABOR BULLETIN vol.33, no.8 (1994).
- (2) 668 RODO HANREI 11 (Sup. Ct., Feb. 28, 1995).
- (3) 30 SAIKO SAIBANSHO MINJI SAIBAN REISHU 409 (Sup. Ct., May 6, 1976).
- (4) 492 RODO HANREI 6 (Sup. Ct., Feb. 26, 1987).
- (5) 768 CHUO RODO JIHO 25 (Sup. Ct., Mar. 12, 1987).
- (6) *E.g.*, KAZUO SUGENO, JAPANESE LABOR LAW 630 (1992).
- (7) *E.g.*, SADAO KISHI, FUTO RODO KOI NO HO RIRON (Theories of Unfair Labor Practice Law) 145 (1978).
- (8) *E.g.*, Akira Watanabe, *Case Comment*, 672 RODO HANREI 6 (1995).
- (9) AKIRA TAKANASHI, SHOSETSU RODOSHA HAKEN HO(Comprehensive Commentary on the Worker Dispatching Law) 311(1985).
- (10) Kazuo Sugeno, *Case Comment*, 1027 JURISUTO 31(1993).
- (11) *E.g.*, Michio Tsuchida, *Case Comment*, 1075 JURISUTO 147 (1995).

Statistical Aspects

Recent Labor Economy Indices

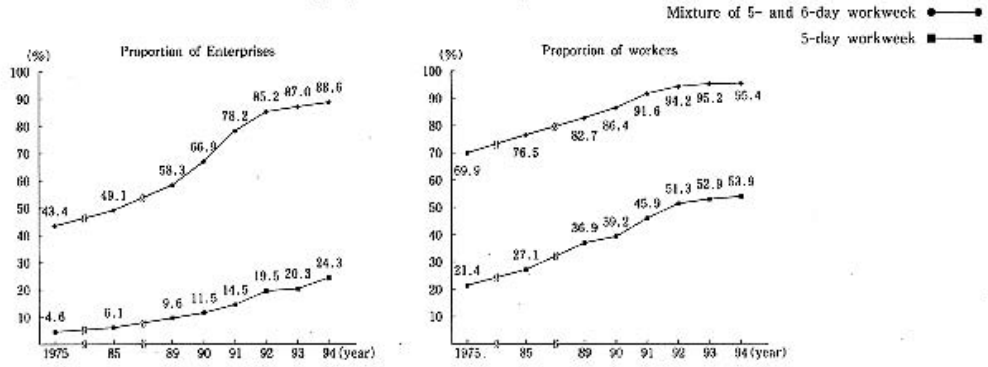
	August 1995	July 1995	Change from previous year
Labor force	6,710 (10thousand)	6,744 (10thousand)	20 (10thousand)
Employed	6,494	6,542	4
Employees	5,261	5,292	12
Unemployed	216	202	16
Unemployment rate	3.2%	3.2%	0.2
Active opening rate	0.61	0.61	-0.03
Total hours worked	153.4 (hours)	164.5 (hours)	-0.7*
Total wages of regular employees	(¥thousand) 281.0	(¥thousand) 282.4	1.6*

Source: Management and Coordination Agency, Ministry of Labour.

Notes: 1.*denotes annual percent change.

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

Trends in the proportion of the 5-day workweek



Source: 1994 General Survey on Wages and Working Hours

Note: The survey covered 5,300 companies selected from private firms with 30 and more regular employees in head offices in the 9 major industries of mining, construction, manufacturing, utilities, transportation and telecommunications, wholesale and retail trades, eating and drinking establishments, finance and insurance, and real estate and services. (Replies were received from 84.0% of the 5,300)