

**An Interview Survey on Fixed-Term Contracts
for Workers and Employment Management
: Companies' Current Application of Fixed-Term Employment
Contracts and Related Policy Issues
Summary**

Persons in Charge of Research

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Background and Objectives of Study

Employment issues have become a significant policy concern since the rapid economic downturn in autumn 2008 following the bankruptcy of Lehman Brothers and the ensuing financial crisis. Among these, the mass occurrence of contract terminations and non-renewals of dispatched and contract (term) workers has proved to be a symbolic corporate behavior that has served to draw attention once again to the issue of fixed-term employees who are ‘employed for a stipulated period of time.’

Fixed-term employees, juxtaposed with regular employees (open-ended contract workers “with no stipulated period of work”), sharply rose in number in the period from the latter half of the 1990s to early 2000s. At the most recent peak recorded in 2007 there were at least 7.72 million¹ fixed-term employees in Japan, and as of 2009, there were 7.51 million (Labor Force Survey conducted by the Ministry of Internal Affairs and Communications).

However, since the range of employment formats of fixed-term employees is so diverse, including contract workers, commissioned/entrusted workers, term

¹ This same survey does not fill the gap of workers who have concluded a fixed-term employment contract for a term of more than one year, and so, for example, as of 2007 we must say at the very least that there were 7.22 million fixed-term employees plus an additional unknown amount with longer contract terms. Workers who have concluded a fixed-term employment contract covering a term of more than one year are included under “ordinary contract employee” (1.54 million at present) in the Employment Status Survey conducted by the Ministry of Internal Affairs and Communications, but in this instance contract employee is limited in scope to those “employed for the purpose of engaging in work requiring previous professional experience.” As such, these workers cannot fit into the additional unknown amount stated above.

workers, temporary workers, part-time workers, full-time part-time workers, arbeit part-time workers (students and “*freeter*,” or young people subsisting on part-time work), seasonal workers, day workers and dispatched workers, there has not necessarily been a sufficient number of research projects conducted to date that delve into the actual conditions of individual companies with a focus on the common denominator of the “fixed-term” nature of this employment format.

As such, the JILPT conducted an interview survey of companies to ascertain the current conditions of contracts and employment management practices surrounding fixed-term employees based on a request received from the Labour Standards Bureau of the Ministry of Health, Labour and Welfare. The objective of this survey is to shed light on the candid viewpoints and actual conditions of companies in Japan in order to consider what types of job duties are specifically assigned to today’s fixed-term employees, the reasons why companies decide to use fixed-term employment contracts, the actual conditions of fixed-term contracts and employment management practices, how companies have worked to implement measures to improve working conditions for these workers and to understand the opinions companies have regarding future ways to utilize fixed-term employees.

Method of Study

The interview targeted industries with the largest number of fixed-term employees (manufacturing, retail, services (dispatch, etc.), industries with the highest usage percentage of fixed-term contract workers (retail, restaurants, education and services) as well as industries that face related challenges such as court rulings against fixed-term employment contract practices (manufacturing, education, finance, insurance, nursing care, etc.), selecting interview subjects from among the top companies that have influence over the industry and employ fixed-term employees.

As a result, the final list of interview subjects was narrowed down to 23 companies that showed an understanding toward and cooperated with the research (companies were, at the very least, well aware of issues relating to the contracts and employment management practices of fixed-term employees), with on-site interview surveys conducted from May 15, 2009 to December 4, 2009.

Summary of Study Results

1. Expansion of the range of fixed-term employment contracts at individual companies

While the labor force structure based on the human resource portfolio of companies surveyed varied between each company, within the scope covered by this research study, there were indications that the range of fixed-term employment contracts have steadily broadened in recent years².

2. What job duties are assigned to fixed-term employees?

In addition, the results of the study showed that fixed-term employees, who have steadily grown more important to companies in recent years, are assigned to perform a wide range of job duties and hence form a diverse group.

A comparison and classification of the diverse range of job duties of fixed-term employees (work content and level of responsibility) with regular employees or their equivalent (whether there is a regular employee with which work content can be compared and what their level of responsibility is [whether specificity or substitutability of human resources is more important]) resulted in the following four predominant patterns.

- (1) Advanced-Skills-Utilization Type (high level of responsibility regardless of differences in work content);
- (2) Same-as-Regular-Employee Type (same work content and level of responsibility as a regular employee);
- (3) Different-Job-Duties, Same-Status Type (work content or the level

² There are a variety of factors behind the rise in the number of fixed-term employment contracts. In addition to the increase in uncertainty and advances made with innovative new technologies, company interviews indicated the following factors: (1) Companies have used fixed-term employment contracts as a trial-like employment period amid a decline in the hiring of new graduates from high school, vocational school and junior college since the latter half of the 1990s; (2) There was a brief surge in the number of fixed-term employment contracts because companies began rehiring the baby boomer generation who had reached their compulsory retirement age; (3) Manufacturing companies switched to dispatched workers due to the greater crackdown on disguised contract labor practices, only to face major challenges from the so-called 2009 issue, and so turned once again to term employees; (4) Companies changed the status of certain dispatched workers to contract employees in order to fulfill the requirement of offering direct employment to dispatched administrative staff after 3 consecutive years of service; and (5) Companies adjusted employment classifications in line with the promulgation of the Revised Part-Time Employment Act (as a result, full-time and nominally designated part-time workers, etc., have been repositioned as contract employees).

of responsibility differs, but plays the same role as a regular employee in terms of contributing to earnings or securing the continuity of the business);

- (4) Light-Job-Duty Type (low level of responsibility regardless of differences in work content).

The Different-Job-Duties, Same-Status Type can be further broken down into two types: (3.1) Different Work Content Type, where actual work content itself differs, and (3.2) Different Responsibility Type, where job responsibility differs, resulting in a total of five patterns³.

3. What are the reasons for concluding fixed-term employment contracts?

Moreover, companies provided a mix of responses when asked their reasons for concluding fixed-term employment contracts. For example, for the Advanced-Skills-Utilization Type, companies responded: “Unable to respond to the various needs of both employees and companies with the system for regular employees;” for the Same-as-Regular-Employee Type: “To place the employee in a probationary employment period (essentially to be able to extend the probationary period);” for the Different-Job-Duties, Same-Status Type: “To respond to uncertainty in demand for new business operations (secure the necessary labor force without assigning a fixed headcount)” (primarily the manufacturing industry); “To cope with the possibility that the factory, place of business or store may be relocated or closed” (all industries) and “Used as field workforce to reduce personnel costs” (primarily retail, finance, insurance and services [nursing care, restaurants, education], etc.); for the Light-Job-Duty Type: “To flexibly respond to daily and weekly fluctuations in service demand while also reducing personnel costs by shortening work hours to prioritize the personal schedule of the worker.” The survey results highlighted the fact that many companies are constantly using fixed-term employees for various reasons.

On the other hand, companies rarely responded with “to flexibly secure

³ When comparing each job pattern with employment format, the results of company interviews indicated a trend that many of those belonging to the Advanced-Skills-Utilization Type were directly employed fixed-term employees with an annual salary or rehired commissioned/entrusted employees, while those belonging to the Same-as-Regular-Employee Type and Different-Job-Duties, Same-Status Type were common in fixed-term directly employed full-time workers or dispatched workers, and the Light-Job-Duty Type consisted mainly of part-time workers.

work-ready employees for specialized work duties for which internal human resources are not present (when required on an irregular basis for specialized work duties, such as during projects, the start of new business operations, system integration or software program development),” “to respond to changes in workload due to seasonal or other fluctuations in business” and “to replace employees on maternity or child care leave,” indicating that the use of fixed-term employees in job duties or workplaces with demand that is temporary or occasional in nature was very limited.

4. How are employment contracts concluded?

Concerning the conclusion of fixed-term employment contracts, Article 15, paragraph 1 of the Labor Standards Act of Japan provides that the contract term must be clearly specified. This research study confirmed that overall the contract term was clearly specified in employment contract or written notice of terms of employment (Article 4, paragraph 2 of the Labor Contract Act of Japan), of which the Ministry of Health, Labour and Welfare model is commonly referenced, regardless of job type.

5. How is the term for each contract stipulated?

Regarding the establishment of the contract term for each contract period in fixed-term employment contracts, companies responded that they use one-year contracts, for example, “because work volume is determined by competitive bidding,” “to modify the renewal contract based on the mid-term business plan or earnings performance,” “to change work duties or re-examine employment or working conditions in accordance with development of workers’ ability to carry out their duties” and “to suit to changing family circumstances of workers such as relocation of their husbands or the graduation of families.” In addition, companies often responded that they felt it was appropriate to use six-month contracts so that “administrative procedures for contract renewal do not become overly cumbersome (if they are longer, it might be impossible to employ a worker through the whole contract period, or if shorter, then the notification procedures for not renewing the contract become cumbersome) and to retain flexibility in responding to the retirement of a worker at the expiration of the contract period, but not for contract cancellation due to the relocation or closure of a factory, place of business or store.

Furthermore, many companies also responded that they “uniformly set a

period of XX months (each renewal), and have not considered treating individual workers separately who have worked with the company consecutively for a long period of time. Moreover, the company has established an internal policy to procure its labor force in XX month increments, and so fixed-term employees are not even seen as individual workers unless they change to become regular employees.” This indicated that consideration was not observed regarding the provisions of Article 17, Paragraph 2 of the Labor Contract Act (within the scope of the three-year maximum limit stipulated by the Labor Standards Act) to avoid setting the employment term to a shorter than required period and then repeatedly renew the contract.

6. Is there a need to extend the maximum period per contract?

The maximum period per contract for fixed term employment contracts, as stipulated in Article 14 of the Labor Standards Act was increased from one to three years with the revision to the Act carried out in 2003. Additionally, the Act establishes a special exception of five years per contract period for workers that retain an advanced and professional knowledge or that are over the age of 60. This interview survey, however, found it extremely difficult to find a company that concluded a fixed-term employment contract that exceeded a one-year term, including for workers under the Advanced-Skill-Utilization Type⁴.

7. How are contract renewals performed?

Regarding the renewal of fixed-term employment contracts, the Standard on the Conclusion, Renewal and End of Contract for Fixed-Term Employment

⁴ As a reason for this, there were a large number of responses regarding general workers, such as “the restrictive effect (personal restraint exclusion effect) (on the workers) on voluntary retirement, unless there is an unavoidable reason which requires one to do so (according to Article 137 of the supplementary provision), is regulated to a one year limit, and after that one year, a worker is practically free to retire as he/she wishes. As a result, the companies (according to Article 17, Paragraph 1 of the Labor Contract Act) have no remaining obligations to the worker except for employment security (discharge restrictions).” In addition, with regard to special exceptions, views including “even though the retirement restriction is continually in effect after one year has passed, because it is in actuality impossible to forcefully retain someone or request the payment of compensation after that worker has expressed a desire to retire, in the end, the repeated signing of a fixed-term employment contract over a long period leaves no other obligations other than employment security (discharge restrictions), and provides no incentive,” have also been expressed.

Contracts (enacted in 2003; partially revised in 2008; hereafter: “Minister’s Proclamation”) published by the Ministry of Health, Labour and Welfare stipulates in Article 1 that the possibility for contract renewal must be clearly specified at the time of concluding the contract. Regarding this point, this interview survey confirmed that in general, this was clearly specified in written notices provided to the worker (employment contract and notice of employment), regardless of job type.

8. How is contract completion planned for?

In relation to contract completion, regarding the setting of a maximum number of consecutive years of continued service (number of contract renewals), a behavioral pattern was observed in this interview survey whereby the manufacturing industry in particular was fixated on a maximum limit of three years (up to two renewals) for the Same-as-Regular-Employee Type and Different-Job-Duties, Same-Status Type. For example, companies responded that “the initial contract term for a term employee (manufacturing worker) is 5 months, followed by a contract renewal for 6 months,” or “The initial contract term for contract employees (administrative staff) is 11 months, followed by a one-year renewal,” and in either case the longest period a fixed-term contract employee can work is 2 years and 11 months with no more renewals⁵.

Conversely, the manufacturing industry does not set a clearly defined maximum number of consecutive years of continued service (number of contract renewals) for the Advanced-Skills-Utilization Type and the Light-Job-Duty Type, while the same can also be said for all job patterns in the retail, finance, insurance and service industry. In this regard, the interview

⁵ After delving more deeply into the action pattern centering on this set of conditions, the reasons for choosing to go with “3 years,” which are: (1) Article 14 of the Labor Standards Act is being misinterpreted (as an exit regulation that stipulates an overall time of 3 years in consecutive work through repeated renewal of a fixed-term employment contract); (2) Companies are cautious (“taking it as a shift to a ‘grey’ contract and a different nature of employment”) about the scope of termination notices (in the case of renewals for the third time or more, a different reason for employment termination other than ‘term fulfilled’ is required to terminate a contract) as required by the Minister’s Proclamation; (3) companies are conscious of the acceptance restrictions (requirement to approach the worker for direct hiring) in the Worker Dispatch Law; and (4) as a de facto standard established by major (automobile and electronics) manufacturers, companies perceive employment adjustments as something legally possible, as long as contract renewal is refused after 2 years and 11 months have passed (“under the condition of barely meeting the criteria of being legally terminable [not subject to government reprimand even if a termination is determined] and simply follow other large companies without further considering the evidence that supports the decision); have become more apparent.

survey observed that an overwhelming majority of companies repeatedly renew these contracts under a policy of utilizing fixed-term employees in a stable and long-term manner. Specifically, although there seems to be no necessity of a fixed-term employment contract at the outset of the contract, as exemplified by the response “We do not hire people that can only work temporarily or on a short-term basis,” and “we could continue to employ workers until the compulsory retirement age of 60 and further renew the contract to 65 (provided no particular difficulty arises)” or “make 65 the compulsory retirement age,” such companies handle recurring processes such as contract conclusion and contract renewal procedures, which in essence would form a fixed-term employment contract. With the premise that repeated contract renewals are an unspoken understanding, a certain number of companies was clearly observed that expected to utilize fixed-term employees on a regular basis.

9. How are contract completion procedures performed?

When handling procedures for contract completion in cases where the contract would not be renewed due to circumstances such as the relocation or closure of a factory, place of business or store, the end or termination of job duties handled by the worker, insufficient progress in improving work performance or poor attendance, companies would consistently deal with the case as a retirement due to the expiration of the contract term by clearly notifying the worker in writing at the time of the final contract renewal, “This contract will not be renewed. This contract will end with the conclusion of the current contract” (or if found ill qualified, establish a shorter contract period and notify the worker in writing “If your work ethic does not improve according to the instructions given, this contract will not be renewed after its conclusion.”), then establish a grace period of one contract term with the consent of the worker and finally gave notice again 30 days in advance.

10. What is the situation of company initiatives being taken to convert fixed-term contract workers to regular employees or promote equal treatment for full-time fixed-term employees?

In a comparison with regular employees, since fixed-term employees are assigned a diverse mix of job duties, and several levels are recognized despite differences in the personnel utilization framework and actual conditions (relocation, job transfer, etc.), the current situation of treatment is also

diverse⁶. Here, although job duties and status are the same as regular employees, working "full-time," strictly speaking, precludes fixed-term contracts by the stipulations of the Revised Part-Time Employment Act (however, a guideline under the same Act states that "the same rules should be applied to part-time work even if implicitly employed full-time"). When considering the Same-as-Regular-Employee Type and Different-Job-Duties, Same-Status Type, almost all of the companies covered in this interview survey expected fixed-term employees to be substantial part of workforce (qualitative utilization) and proposed to improve the retention ratio and motivation of fixed-term employees. In addition, as part of efforts to comply with the Revised Part-Time Employment Act (applied to certain implicit full-time workers) and with the requirement to accept applications for direct employment from dispatched workers engaged in general work duties (employee classification in line with the change to direct employment and the development of relevant personnel policies, etc.), companies have already started to improve their treatment in some form.

(1) About the Same-as-Regular-Employee Type

Employees that come under the Same-as-Regular-Employee Type assume the same job duties (work content and responsibility) as regular employees, and are easily characterized as working under a probationary employment period. Therefore, this type enjoys well-balanced and equal treatment when compared to regular employees, as well as a firmly established system for facilitating conversion to regular employee status. In particular, in terms of equal treatment, regardless of an open-ended or fixed-term employment format, the Same-as-Regular-Employee Type has the same qualification and job title treatment, in terms of common job duty level, as regular employees (although as a whole, regular employees are positioned in a higher, and more central

⁶ Those belonging to the Advanced-Skills-Utilization Type were paid at the very least based on market value in order for companies to procure the required human resources, but there were many cases where these workers received a higher pay standard than regular employees. On the other hand, companies have attempted to comply with the stipulations of the Revised Part-Time Labour Law as the Light-Job-Duty Type in most instances works shorter hours. Most measures can be found within the Light-Job-Duty Type classification, such as segregating the level of work content in detail whereby making it possible for the worker to move up in rank, making pay on par with the regional market (pay at time of hiring) and instituting pay rises based on an evaluation for consecutive years of services, work ethic (work attitude and performance), commitment to work, and skill set.

location, but there are areas where the two types overlap). In addition, with the exception of the discrepancies based on certain criteria (logical basis) such as whether the work involves relocation (the company's personnel utilization framework and actual conditions), for those who have the same grade and job duty ranking, efforts toward the alignment of the basic treatment of these two types (at least in terms of determining the basic salary) were observed.

On top of this, initiatives related to conversion to regular employees were noted. On the premise that equal treatment is available between the Same-as-Regular-Employee Type employee and similar regular employee counterpart, as long as the criteria of working as a similar regular employee are fulfilled, the conversion was able to take place as needed. Although the criteria for conversion are stringent, the opportunity is still widely accessible, which gives it a strong image of being a quasi-regular employee track, so to speak, for ease of conversion.

(2) About the Different-Job-Duties, Same-Status Type

Meanwhile, people employed under the Different-Job-Duties, Same-Status Type receive largely different treatment as they may have similar job functions but carry different levels of responsibility, or vice versa. In the case that the core work content differs from that of a regular employee (see [3.1]), without the re-evaluation of the positioning of the work duties which do not need to be entrusted to a regular employee or thought to be more efficiently performed by a fixed-term employee, then that employee will be unlikely to receive an opportunity to convert to a regular employee. Additionally, if no regular employee exists with whom to compare treatment or given the current trend of shifting work contract assignments to outsourced and contracted workers, even if there exists a real question of inequality, it can easily be replaced as a matter of heterogeneity. As a result, questions such as what level of job duty someone should commit to before qualifying for regular employee conversion, or whether the relevant treatment in place is fair or not based on job analysis, are to be answered based on the voluntary discretion of each company and its employees.

In contrast, in the case of an employee of Different-Job-Duties, Same-Status Type having similar work content to but a different degree of responsibility (see [3.2]) from a regular employee, efforts were observed whereby such employees were granted a level of treatment closer to that of a

regular employee (for instance considering the starting salary of high school graduates as a reference point) only for the same job duties (field work) performed (even though the way the treatment was determined differed from that for a regular employee in most situations), as well as adopting similar treatment in other areas based on something comparable to that of a regular employee (applying the monthly or daily salary system for people working fulltime, or paying bonuses albeit in a different form).

Moreover, as far as conversion to a regular employee is concerned, bearing in mind the existing differential treatment between a regular employee and those working as the Different-Job-Duties, Same-Status Type, companies were seen to be in the process of developing systems to convert to regular employee status for only those who meet the requirements, such as personal qualities, skill set and work style of a regular employee after they pass a proper selection process, enhance their skills, and have worked with the company for a certain number of years consecutively.

For the Different-Job-Duties, Same-Status Type, however, there are many situations where regular employees are engaged in even more highly specialized job duties, while limiting the job duties to be assigned to fixed-term employees, thus aiming at a clear separation of these two types of employees as a strategic approach for companies to avoid the issues of equal treatment and to raise the hurdle of the selection process for regular employee conversion. Given this, regarding improving the treatment of this type of workers, the interview survey also observed initiatives to promote an open-ended employment contract with a deferred treatment for all relevant persons (not relying on equal treatment or conversion to the current so-called regular employee status, but as part of a new framework, first keeping treatment unchanged and establishing an open-ended employee classification limited to job duties, location and career track, etc.), in consideration of the roles this worker type plays in contributing to business continuity and earnings and from the perspective of enhancing the understanding of the role of the fixed-term employees and in particular job security.

11. How do companies view the way fixed-term employment contracts should be utilized in the future?

(1) Opinions on so-called entrance regulation

Based on the actual conditions of utilizing fixed-term employment contracts discussed above, this interview survey also asked companies their insight on how this employment method should be utilized in the future, in terms of so-called entrance and exit regulation, as seen from the legislation of foreign countries.

As a result, it was pointed out that if, hypothetically speaking, an entrance regulation was in place to restrict the conclusion of fixed-term employment contracts to only legitimate reasons, then there is a potential that companies may respond with measures such as “outsourcing, and automated and computerized operations” as well as “having to think of shifting business overseas”.

Moreover, this interview survey also received feedback that reflected a desire for allowing a “transitional period until a newly started business sees stabilized income,” a “probationary period as part of the selection process for someone to be a potential regular employee,” and “as long as the worker wishes to enter into a fixed-term employment contract” (as well as other publicly funded actions to create employment), as a legitimate reason for using fixed-term employment contracts, in addition to “employment on an occasional or temporary basis (including adjustments for seasonal business fluctuations).”

(2) Opinions on so-called exit regulation

On the other hand, if there is an exit regulation that stipulates the maximum number of consecutive years of service for a fixed-term employment contract, the possibility was pointed out that companies may respond with countermeasures such as “enforcing the selection of workers in the period until their maximum consecutive years of service,” “candidate selection at the point of hiring will become more stringent, through which those who have no desire of converting to a regular employee will be preferred” to avoid legal regulations.

In fact, many company responded that “at present, there is also room for consideration, if moving towards a simple open-ended employment contract that follows current employment treatment.” In that case, companies felt that in meeting the job restriction requirements on the limits of job type, place of work, and so on, if, for example, there is no more guarantee of job security, how one can guarantee the termination of a contract, would become an important

issue.

On the other hand, as it is very difficult to move toward an open-ended employment contract based only on continual employment without taking into consideration the employee's individual qualification and skills, assuming that someone at a certain job rank important enough to influence the business continuity and earnings of an individual company should be considered as a core employee, opinions such as "a regulation stating that an employee given this much responsibility must be converted to a regular employee would be easier to accept," were also heard.

Conclusion

Through this interview survey, it was found that although each of the companies surveyed has a different labor force composition, the number of employees working under fixed-term employment contracts has gradually increased in recent years, which is no longer covered by just hires on an occasional or temporary basis, but rather clearly spans a wide range of job duties, and is largely utilized in a constant and continuous manner.

While usage is expected to be constant, why did companies choose to largely employ workers on fixed-term contract? By summarizing answers to this question, it becomes apparent that this method of employment has been a logical choice as a countermeasure for companies to avoid a series of risks including "job security risk," "risk of fixed labor cost," "hiring risk," and "depletion risk," against the backdrop of growing uncertainty in the surrounding business environment.

Through the avoidance of such risks, and as a result of aiming for the simplification of labor management, raising the recovery investments in education and training, and the mastering skills of job duties to a certain extent (qualitative utilization), the "continual employment type" fixed-term employee has emerged. In some cases, although there do not appear any necessity for companies to conclude a fixed-term employment contract at the outset of the contract, procedures such as contract conclusion and contract renewal take the form of a fixed-term employment contract. This explains that more companies are using an employee classification that assumes fixed-term employees will be used on a regular basis with the premise that repeated contract renewals are an unspoken understanding, where it is made possible to rehire workers until the compulsory retirement age of 60 and further renew

the contract to 65 (or simply continue working with the company) unless there are any problems (during the stable period of performance and economy).

After the financial crisis following the collapse of Lehman Brothers, the ‘desirable way’ of employing workers on fixed-term employment contract for many companies, whether they like it or not, has become a growing challenge. Given this, what is the desired policy in order to form a better employment format for the fixed-term employment contracts? In this interview survey, which targeted the human resource department of companies highly aware of the issues surrounding contracts and employment management practices of fixed-term employees, a certain degree of opposition was heard against a uniform entrance and exit regulation.

Moreover, the broad term of “fixed-term employee” in fact includes a wide variety of job types, among which some play a role in supporting business continuity and earnings growth, and, as such, the presence of this employment format can no longer be taken lightly. The results of this interview survey revealed a number of possibilities for this employment format to take shape in the future, including for Same-as-Regular-Employee Type employees, for example, promoting equal treatment and explicitly defining the position as a probationary hiring period (later converted to regular employee). In addition, if the promotion of open-ended employment contracts following diversification of working styles and treatment not relying on the existing “model for regular employees” (in other words, the formation of a quasi-regular employee with restrictions on job duties [duties, department, project, certain job area scopes], places of work [factory, store, office], and career scope) for hires of Different-Job-Duties, Same-Status Type employees is possible, then there may be more room for discussion.