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秋田, 成就 / AKITA, Joju

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Joju Akita

Foreword

Labor relations in Japanese enterprises, as in other nations, are based on individual contracts of employment concluded between enterprise and their employees. The contracts of them are made by free consent between the parties and only on the premise of the fact, the contract have legal force enforced by court.

In Japanese enterprises, generally, written contract are exchanged neither on the hiring nor in all course of employment of the employees, partly due to the fact that any law do not request them to make any written contracts. Hence employment contracts in Japan, consist in almost mere formality, but it does not mean that the order of employer is so almighty or the employees are so submissive to obey what managers one-sidedly dictate, as in the era of pre-second World War.

The main contents of employment contracts such as working conditions are based upon comprehensive "Work Rules book"which is obliged to established by Labor Standards Law. However, when the firm conclude a "collective agreements"with their company-unions,

the standards concerning condition of work and other matters relating to the treatment of workers of the agreement, invalidate the conflicting individual contract. The standards of Work Rules or collective agreement are to implicit components of employment contracts. In addition, there are many legislations to regulate standards regarding working conditions as imperative minimum standards prescribed by the law.

In practice, substance of employment relations in Japanese enterprise is more complicated compared with that of Western nation's model, often involving informal customs not provided in the Work Rules. It is often debated, then, whether such customs would have legal effect as implied terms of employment contracts. Most Japanese enterprises have the informal and unique practices widely known as "Japanese-style employment practices", whose relations with each employment contract, leave some ambiguity as follow.

Chapter 1 The dualistic employment system by the "Status"of workforces

In Japanese enterprises, particularly big enterprises, employer clasify their employees into two categories of "regular employees"and "non-regular employees"and put them under deferent management system. Employer take good care of their employees as member of a "family"company, providing them with the security of "lifetime employment", better working conditions and other treatments, as upward according to the seniority (-Nenko) system. On the other hand, non-regular employees are almost an exception to the treatment. They tend to submit ill treatment, as if they were outsiders of "family". Consequently, this gave rise to differentials in status between regular and non-regular employees. There also exists distinction between regular and non-regular workers in Western nations, but distinction there, is mainly based on constant needs of their jobs, of which wage defferentials between them may not so wide as in Japan.

Nevertheless, it was not uncommon that the company use non-regular worker the jobs which usually held by regular workers. Then, recently, many countries have decided to refrain their traditional laissez-faire of dual employment system and make it a rule by legislation or administrative measures that their term of employment shall not be specified without "reasonable reasons" for limitation.

But in Japan, there is no legislation to one-sided decision of employment terms in conluding employment contract. The "lifetime employment system" is never applied to employees with fixed terms. Nowaday when the percentage of non-regular in the total workers has been rapidly growing, it is requested for new legislation such as law in Western countries on the ground that the laissez-faire policy concerning employment terms of the enterprises, has aggravated unfair result of distinctive employment policy by the "status"of workforces.

Chapter 2 Job security under the Japanese "Lifetime Employment System"

There are no such words as "lifetime employment"or "lifelong commitment to employment"in the Work Rules or official regulations of Japanese enterprises. However, the "lifetime employment" has said to be one of the distinctive features of Japanese management practice, as ensuring so much employees for a continuous employment until their relire age. Substantial meaning of the lifetime employment in Japanese firms may get from the clarification of the facts.

Employees hired by Japanese firms as "regular workers" are those:

(1) whose employment terms are not fixed;

(2) who are under a mandatory retirement system or custom;

(3) who are applied for a probationary period after their employment;

(4) whose jobs are not specified and periodically changed;

(5) who are applied for a wage system based on the seniority system;
(6) whose retirement allowance are paid according to their length of service; and
(7) who shall not be dismissed except for coming under one of the dismissal causes prescribed in the Work Rules ete.

Among these special conditions, especially item (1), term of employment, (2), application of the mandatory retirement system, and (7), specification of dismissal causes, actually endorse the "lifetime" employment system. To be more precise, those who are employed with non fixed term shall not be dismissed, unlike non-regular employees who are expired of fixed term of his employment contract. Employer never dismiss the former before they reach the retirement age. Even in case of unofficial (customary) retirement system, employees would not be dismissed unless they have a specific dismissal causes.

Then, the following factors are to be induced regarding the foregoing the "lifetime"employment:

a. Being employed as regular employee,
b. Being employed without fixed term,
c. Being applied to retirement age system (or custom),
d. Specification of "dismissal causes"in the Work Rules.

Only item *a* and *b* are not enough to guarantee the "lifetime"employment. Item *a*, *b* and *c* may ensure employees for a continuous employment until the retirement age. In addition, if item *d* is included, employees are guarnteed not to be dismissed until retirement age except for an application of dismissal causes. Under the complete set of four items secures the "lifetime"status of employees. Dismissal causes in item *d*, however, often includes a comprehensive exceptional regulation such as "when there are unavoidable reasons for the company". In this case, item *a*~*c* do not fully secure the "lifetime"employment. (Even when they should have redundancies resulting from a slowdown in production, employers dare not to dismiss regular workers in the first place. They usually make an utmost effort to leave their regular employees for the future through another means of employment adjustment such as dis-

charge of non-regular employees, reallocations (temporary transfer to subsidiary companies, etc.). The security of the Japanese "lifetime"employment system thus varies according to exquisite combinations of the aforementioned factors.

As for employers, it is considered that they fundamentally accept the "lifetime"employment unless they fall into critical financial difficulties. As for employees, on the other hand, they may accept it to the effect that they hold employment security. it is rerely affirmed that employers themselves tell their employee literally "lifelong" employment. Item *b* ensures regular workers for voluntary retirement through the required procedure at any time.

Chapter 3 Flexible Assignment and Transfer of Jobs

1. Japanese enterprises, in general, have not adopted so-called Western type of recruitment based on job classification in case of the regular employees. Job or position of new graduates are usually assigned at the end of his probationary employment period (one to three monthes) , while non-regular employees are to be assigned to vacant low-degree job soon after his hiring, and never unchanged during his contract term. Female employees, even regular, however, have been assigned to simple, or auxiliary jobs for males' one during all her career and not been entitled to higher job or position until recently.

The selection of job of the regular employee are seldom specified by "negotiations" between the parties concerned at the time of his recruitment even if, the majority of employees are organized to company-trade union which has no active concern it. Employer, generally assign new regular employees to job, and change them at periodic transfer as "job rotation"(Haiten) .Compared with Western model of assignment where job classification and job evaluation are considerably fixed, the Japanese elastic allocation seem to be the most distinctiv features of Japanese management practice.

As for the employment contract for employee, it is a matter that such flexible employment practices make the employees difficult to

assert what is his "job". Furthermore, being the personnel assignments constantly changed during short term (two or three years), future positions in enterprise are almost unpredictable for him. Having been engaged in same job or post for long years does not necessarily mean that he would not be subject to job rotation. Employer are always able to transfer all the personnel according to the provision of Work Rules. So far, because the job as contents of employment contracts are not so clearly defined, employee could hardly dissent or complain his "Haiten" by company's one-sided order as violation of his contract of employment.

The aimes of frequent job rotation or reallocation in Japanese enterprise are, as managers often say, to promote efficacy of business operation, to develope the human resorces, to widen the ability or capacity of employee and so forth. Anyhow, job rotation has been considered one of the important management policies in Japanese enterprise. On its efficiency, however, job rotation system has some defects in so that prevent employees from achieving the tasks built up with all his efforts. Being well aware of such demerits, Japanese employer seem to take long-term perspective on job allocation, in order to accumulate maliti-skilled workers to develope the enterprise in the future.

2. While emplyer would not accept the worker's assertion that transfer should be a violation or modification of terms of his contract of employment, the workers themselves are also reluctant to it for the way of "one-sided"decision by employer. Accordingly, many enterprise are taking various efforts to get agreement of the employee through counseling interviews, private persuasions by his superior or officer of labor union!

Some collective agreements provide that "approval"and "deliberation" by union are needed in job rotation, and they contain the grievance procedure committee consisted of representatives of management and employee which is to be resolving disputes with job rotation too.

In some cases, employer try to cover disadvantages of the employ-

ee resulted by job rotation, for instance, to raise the wage rate or promotion of sisutation at that time. Meanwhile, if any employee who strongly resist to the rotation order without due reason would suffer disciplinary punishment as the contravenour to the Work Rules.

3. Not so many dispute over the legal effectiveness of transfer have been brought to court for trial by the employees in Japan, yet the frequencies seems to be relatively high compared with that of Western countries where job changes of employee are seldom taken by one-sided order of employers without his agreement.

The debate in Japan, is whether one-sided job rotation would be violation of his employment contract. Employee may assert that in spite of the facts that his job, occupation, or position are settled at the time of (or the sometime after) the hiring as contents of employment contract, the quite change of them without employee's agreement consist of violation of his contract. They call for affirmation of the nullity of the order or non-obiligation to work at the new post by court. On the other hand, employers assert that the present job or occupational position of the employees are not specified as the contents of employment contract, so that their range or job is more wide and flexible on the employment contract, that the employees should have been aware of the job conversion by company's order, and that company may give an employee an order to new job or post according to the prescription of Work Rules, otherwise, job rotation is definitely an exercise of authority to manage personnel affairs.

After all, the decision whether if the transfer of job or position of employees, would breach of his contract, is to be recognized as facts by court. Standing at the Japanese common labor practices, it is rather rare case that job or position are explicitly stated in case of regular employees.

Above all, in the case that possibilities of regular employees are stipulated in the Work Rules, the court may decide that the employee are natually considered to be aware of the fact and to obey the order in advance, except for explicit agreement to specialize his job.

In some cased, however, court ruled that the one-sided order of rotation by the employer, was to be null and void because though it should not be violation of contracts. yet the order of employer is considered to abuse of his right to manage personnel affairs.

4. As for assignment of employees, so-called "Shukko", temporary tansfer to a subsidiary firm is the other practice in Japanese enretprises. Seeing its origin of this system goes back to the pre war days, it was widely prevalent in private enterprises after the end of World War II. Today, many enterprises stipulate an article in their Work Rules, such as "company may order employee to transfer to a subsidiary company". In particular, since adapte as an emergency adjustment measure under the depression in 1950 s, in order to avoid discharge of redundant workforces, this practice has been carried out on the name of such as "technical assistance to subsidiary firms", "diversification of business", or "intercharge of personnel".

Legal relationship of Shukko seem to remote far from the usual idea of the employment contract which is to be concluded between the employer' s enterprise and their own employees. On the contrary, Shukko is the system that the employer of which concluded the contract with his employee, let him work at the different workplace under the direction of third party. On its legel effect, court not having any law rule of it, divided their opinion and decided on the fact if there was an agreement of the employee or not.

Even if employee seems to agree to do so, there are still some questions on its legal character. (1) Does his employment contract only exist between transferred employees and their original enterprise ? ; (2) Will new contracts be concluded between transferred employee and enterprise to which they are transferred ? ;and (3) Does his contract consist of overlaping both enterprises ?

So far, Shukko, still containing many legal problems, has been taken in many enterprises in Japan. Though many trade unions have not yet decided actively their opinion, the sitiuation in recent years, show the tendency toward accepting the status quo.

Chapter 4 The Seniority-Nenko Wages, Promotion System

1. Many Japanese enterprises especially large enterprises take care of wages, promotion, and other (not all) benefits of their regular employees based on their seniority, i.e. age and length of service.

The typical wages system model in Japan is as follows:

(1) Most including medium-scale enterprises apply a uniform wages system for the regular employees.

(2) Wages of regular employees are composed of a "basic wages"and "allowances"of several kinds. Besides these, most enterprises make it a practice to pay special a lump sum payments (bonuses usually given in summer and at the end of the year). Retirement allowance or pension system are quite prevalent nowaday in Japan, and the amount of its allowance is mainly calculated for his basic wage (except special allowances), taking into account his lenght of service.

(3) Pay system for non-regular employees is based on hourly or daily fixed wage rates according to their occupational jobs. Job-ability wages, usually applied to regular employees only based on appraisal of their ability, skill or performance, which are rarely applied to non-reguar. Allowances are seldom given, except the attendance allowance of the real cost of transportation. They seldom receive the family allowance. In case his terms of contract would prolong by renewal of the contract, daily wage rates would be raised according to his length of service, yet it is not by his merit rating, as in the case of regular employees.

(4) As usual, basic wages are composed of age-linked parts and job wage parts. The age-linked wages are provided according to the standardized wage schedule, in which step rates are specified on the basis of age, length of service, and educational carrier of the employee, and used to periodically revised. The job wage are evaluated, at least once yearly, by his superiors taking into consideration all of his job performance.

(5) Starting from entrance rate (Shoninkyu) in consideration

of "social standards or other rival enterprises' ", basic wages of regular employees are annually increased ("base-up" in Japanese) by the Spring Wage Negotiations (Shunto) in consideration with rising of the cost of living. At the same time, promotion curves also, are usually revised in consideration of tatal costs of enterprise.

Considering these features of the wages system, the following questions arise from the viewpoint of individual employment contract.

(1) As the wages of regular employees annually change on the assumption of long-term, continuous employment, it makes hard to grasp for them such wages system as his contents of contract of employment.

(2) As the "age-linked wages"based on age and length of service is automatic and specified in pay specifications, they are clear as content of contract. On the other hand, as long as the merit rating standard or evaluation grades, are not disclosed, "job-ability wages" appraised by employers, can hardly be grasped as his content of contract. Even in case that the rating standard is disclosed, it is quite difficult for workers to know the decisoin process by the management, because the rating process is undertaken by superior staffs, and their assessment of performance is generally depended on subjective items of evaluators such as "working attitude", degree of "co-operativeness", or " degree of contribution toward company" rather than "job ability" in the strict sense of the word.

2. The seniority-based view has also adopted in the promotion system. Promotion to junior managers is mainly based on the age-seniority factor, while one for senior managers is based partly on the age-seniority factor and mostly on job ability and abilities worthy of upper management, which are left to companies' discretion. In Japanese enterprises, where seniority system is the well-established tradition, promotion to upper position imply significance in treatment or in-house prestage. However, it seems to be hard to say that such promotion test is one of the implied term of employment conditions in his contract because of its ambiguity.

Chapter 5 The way of work and discipline

The ways of discipline and care of employer to the regular employee are very contrasting features in many firms which constitute one of the Japanese employment practices. Nowaday, the degree of punishment as discipline for misdemeanors of employee are not so severe as in the pre-war days because of their faithful way of working life and attitude of employer toward his regular employees.

Yet, it is note worthy that the subject of its discipline by the employer go often beyond the private life of employee outside their work places, of which we may not see in Wetsern countries model. This may be related to their "overall" care to employee's way of life.

1. Although duties of both parties upon employment contract are generally reciprocal, the nature of them are different and are not always equivalent to the give-and-take principle. One of a debatable case is a relation between employers' duty of security consideration with their employees and employees' duty of faithfulness to their firm. Some critics doubt if both duties should stand on sheer reciprocal, or the employees' duties are to be so unlimited.

Japanese employer often expect their employees, particularly regular employees to be faithful unconditionally to the firm's regulations and his supervisors' order. In many cases, its expectation tend to go beyond a reasonable range compared with that of Western nations' model, extending to the private life of the employee. It seems to derive from the deep-rooted traditional Japanese concept that employer do a paternal role for the favor of his employees either publicly, or privately, so to speak, "company" perform their duties of consideration while employees are expected to do their best loyalty in return. This is symbolized in a colloquial expression that Japanese worker is a "company-man".

2. Degree of the knowledge or understanding of Japanese workers regarding their job or skill are generally high reflecting their high degree of education. Experienced employees, due to their long life

carreer, would competent to do their routine work without specifying one by one by his superior. Yet, management structure in Japanese firms consisting of several ladder of middle managers, is often so bureaucratic that the field workers are confronting with their dual instructions. while their resonsibility or authorities for their jobs are often not so clear in the jurisdiction as an lower manager are not authorized to deal with trivial matters by himself and get his superior's permit.

The way of working at the work place, is often very unique. In case of blue color workers in large scale enterprise, assigned tasks are usually performed on the teamwork of the staff. Under the middle manager as a team leader, each employee is required to co-operate with all team members in a body. To take preference the team work as a whole, employees are requested to help another post at the sacrifice of his own job process. This is possible due to the ability of Japanese workers to deal with various jobs through the usual multi-skill training and job rotation.

Being basically regarded as multi-skill worker, employees themselves rarely such practices feel unusual as infringe of his own job, nor refuse to accept the proposal insisting his contract of employment. Trade unions also basically do not reject the traditional working practices.

In Japanese enterprises, which are still vertically structured and think much of the classification system, those in higher ranks are expected to hold complete harmony in their office and devote attention to establishment of their common goals. Under these atmospher in the work place, for instance, those who have got their work all done within the time, are often obliged to stay at the office until his overseer say "let's finish today". Thus well known "Service Zangyo"(overtime without reward) seems to be occurred naturally. The duty of such collaboration is not rest on the explicit term of employment contract but on the mere practice which, nevertheless, any employee should be obliged to subject because the lack of co-operation are likely to be evaluated as minus points at his rating by his superior.

3. In many Japanese enterprisese, there are often gaps between the formal and real working hours due to the custom of the enterprise of which the company order the employees to reach the gate to prepare for the work, to attend mandatory morning meeting or callisthenics, to reciting company-motto or "company-song" before the begining time. Participation to these event are not formal duty for employees, but it is practically hard to refuse it. Suit to request the overtime pay are rarely brought up by employees or trade union because of its deficulty to show that it breach his term of employment contract.

4. One of the debatable issue over the range of employee's duty in his employment contract, is whether employees have to obey the orders of overtime work or rest-day work against their wishes. Before the World War II, as maximum working hours did not stipulated by any legislations, overtime works were taken as a matter of course under the authoritative order of superior. The character of duty upon employment contracts was not ruled in suit court too.

The Labour Standards Law established after the War, stipulated that maximum working hours shall be 8/ 48 hours in a day/ week. It also stipulated that employer is allowed to engage workers in the work provided that he concludes an agreement with majority union or the representative of a majority of workers at the workplace and submit it to the Labor Standards Inspection Office. Employees' duty to obey overtime or rest-day work, is not stipulated by laws. Accordingly, most enterprises stipulate such articles in their Work Rules as "employees may have to work beyond regular working hours or on rest-days for the operation of business" or "employees shall obey the order in connection with work provided that there is just reason".

Attitude of workers side, particularly enterprise-based unions, toward the overtime work or rest-day work, is generally not so definite. Even in case that the union representing a majority of all employees, they do not dare to reject the overtime or rest bay work or-

der under the power politics of labor-management relations at that time. Hence overtime or work on rest day have been established as a Japanese practice. Incidentaly some influential unions only control the conclusion or renewal of their collective agreement, and regulate the total overtime hours in the agreement.

Within the total limit of overtime hours stipulated in the agreement, superiors would allot it to each employee at the workplace. They even give the order to employee, just before ending hour without any notice. If the employee reject it without "just cause", they are to be charged with violation of Work Rules. The employer seldom do immediately apply the employee of disciplinary because it has not been clear that employee should have legal duty to do overtime work.

Because overtime allowance (its overtime premium, 25 %) may hold a considerable weight all of the employee's earning, few workers actually deny overtime orders but for the reason. In Japan, there were many opinions concerning whether employee has duty to do overtime work upon employment contract, and the legal judgement have been divided on too, in lower courts. In 1991, however, the Supreme Court ruled a judgement on the case, "provided that overtime works in private enterprisese are stipulated in collective agreements (according to required procedure by the Labor Standards Law) and Work Rules, therby regarded "rational", they can be duty upon employment contracts", then putting an end to the debate on this matter (Hitachi Co. Case 1991.11.28) .The court may admitted it as "consensus" that the majority of workers are subject to the overtime without objections in most Japanese enterprises.

5. Most Japanese enterprises expect the employees to do their duty to maintain honor or credibility of the company, of which it is not necessary related with performing their own job. The Work Rules often provide such duty in an express atatement, although its violation of the provision seldom happens, when a misdemeanor of employee which happen beyond working hours, being spread out by mass media, the employee may be subect to disciplinary punish-

ments as a intervenour of order of company. Yet, whether employees have to bear responsibility with misdemeanors beyond working hours or outside the workplace, is quetionable, apart from his responsibility as a citizen. So, there are criticism that such misconducts are to be regarded as the object of disciplinary punishument by the employer for the mere reason of contravention of the Work Rules.

Behind the fact that company put on their employees, even those in lower positions of firm, under such strict duties, there is the Japanese moral atmosphere in which the people are apt to accuse the responsibility of company itself for lack of supervison.

Regarding effectiveness of disciplinary punishment imposed on employee's misconducts outside the workplace, Japanese courts seldom reject the appeal as an autonomous problem between labor and management within the firm. On the contrary, they often take up the case with more positive attitudes from the legal-social point of view. This is because they are aware of that disciplinary dismissal by employer would play a vital role as a sort of "criminal" punishment, which tends to lead the employee into a merciless life, and that employers judgements of disciplinary dismissal are often liable to be arbitrary. The courts put their standard of judgement rather on consideration of the balance of profit of both parties than on the degree of violation of duties on employment contract. Tough recent cases seem to stress the view that employees have duties to keep faith with company and to act, officially and privately, worthy of the maintenance of order of the company.

Summary and Conclusions

This article has focused on prominent employment practices in Japanese enterprises and pointed out problems with their employment contract, relating application of the practices. Generally speaking, as so-called "Japanese employment practices" not being definitely prescribed on the contract, function in substance as the mandatory rules by the employer which apply to employee at all. It is a matter

whether the practices are to be contrary to the basic principle of modern law of employment that employment relations shall be dealt with by the contract based on the entire agreement between the parties concerned.

The general tendency that employment contract of present day are far away from true wishes of the worker which hardly be reflected on the contract, is not only an phenomenon in Japan, but in other nations as well. Recently, regulations of contents of the contract by the protective legislations on the one hand, and the collective regulations by trade union, such as collective bargainings or collective agreements, on the other hand, have developed in most countries. Hence, the function of employment of contract has been gradually dropping out. But classical employment contracts medel, which directly symbolise the ideas of modern labor relations based on individual employee's agreements, are still situated as the basic source of law in almost countries not detecting any legal substitute system for it.

In Japan, at the beginning of the Meiji era, there were small size industry already, before industrial system and the philosophy of employment contract have completely settled between management and its employees. There, the primary idea of "contract" respecting of agreement of the parties, did not work prorerly at some later period, though it seems to be a common phenomenon at any under-developed countries.

As usual, regular employees in Japan never sign written employment contract with the enterprise through all the entire period from recruitment to retirement, and in substance, employment relations are prescribed by the Work Rules as a manual made by companies. In addition, individual employment contract, have become formality by the collective standard such as Work Rules and collective agreement concluded with company-based trade union. Japanese court also, approved the fact of overruling function of Work Rules as a common customs in the Japanese industrial society.

Some of the "Japanese employment practices" have becoming to official system in the Work Rules, while some of them, are still in-

formal facts conducted by the order of employer. Many employees are working without being well-informed what is their employment contracts because the employer show him only main working conditions as wages and working time. Despite the actual fact of lifetime employment or the seniority system as core of employment relation, they could not grasp them as contents of employment contract, and they are often at a loss confronted the company's utmost care such as skill-training system or welfare services which have substantially some effects as the contract.

The way of discipline which beyond the duty of performing the job on his employment contract, is also peculiar in Japanese enterprises. Job specification and job-rotation are decided by employer according to the Japanese practice, thereby it is extremely difficult to define them as a content of employment contract.

While job conversion (Haiten) without personal consent will be regarded as breach of employment contract in Western nations model, in Japan, where job rotation is generally designated by comprehensive agreement of employee in advance , it is difficult to protest one-sided order by employer as violation of his employment contract.

Well, are above mentioned "Japanese employment practices"deemed as mere managerial custom not having any relations with employment contract? The answer is "No". It was after the end of World War II that such practices as lifetime employment seniority system, job rotation, company's initiative skill training, way of discipline, and enterprise-based welfare services became established gradually in some decade in Japanese large enterprises. The employers found in these flexible practices profitable tools to build good labor relations with employees which have been collapsed by their antagonism to company since after the end of the War.

There were some tactics on the side of trade unions aiming at democratise the managerial authorities. The series of conflicts and trade disputes have swept off, not a little, the feudalistic characters of the practices and transformed them into more rational, modern ones, many of which have been prescribed in the Work Rules.

Nowadays, Japanese employment practices are not necessarily

taken as one-sided, managerial order disregarding employees will. As some surveys indicate, many Japanese workers alike employers appreciate the practices as securing higher wages and stable employment. In spite of some employers often esteem the merits of flexibility of the practices, they do not dare to specify it into the content of employment contract and leave them to the practise adapting the real conditions.

Certainly, there is a criticism against the opinion that the employment practices should be provided in terms of "rights and duties". According to the critics, significant merits of the flexiblity consisting on reliance or co-operation between the parties would be missed. Employment contracts under the Japanese employment relations, they say, should not see from the short term viewpoint, but from the long-term prospective viewpoint as the employment security, rise of wages with age or service. With careful in-house skill trainings, they help broadening the job ability of the trainees in the business, smoothing employment adjustments, opening the door of promotion, thereby secure employment. The reason why Japanese enterprises could make an utmost effort to evade dismissal and maintain employment as long as possible, is due to these flexible practices.

This criticism, with management supports, is certainly persuadable, which even employees are not willing to deny. However, the company's efforts to meet the practices as close as to the will of employee by grasping labor relations as basic employment contract and clarifying them in written contract, seem to be significant to lessen the "negative"factors of the Japanese employment practices.

As employment conditions are collectively and uniformly established within certain long-terms in Japanese enterprises, they are liable to be mobile, inclusive, thereby applications of which are likely to be left to the decision-making of employer. Moreover, there are few opportunities for employees to insist their opinions, on and after their recruitment. In lawsuits, employees can hardly establish their assertions, which leads to the judgement that the employees have left the applications of standards inclusively to their employers. Un-

der the Japanese legal system, appeals of dissatisfaction of the employees that their employment conditions would be breach of their own employment contract. No wonder it is extremely difficult to show the violation of contract when the contracts themselves are not clearly defined.

Now, some of the Japanese employment practices are introduced, as they are (or with some revision), into many Japanese enterprises overseas. Employment security such as lifetime employment practice, has been welcomed by foreign local employees who has been suffered with severe lay-off, but on the other hand, ambiguous and flexible standards of working condition of Japanese firms, have also provoked disputes. It may be difficult to attribute only to the "difference of (business) cultures between both countries", because it seem originate on a basical issue of difference of a sense of "contract".

Japanese enterprises should persuade them a compatibility of the ethos of collectivism and to get an agreement of staffs of the company on the merits of Japanese employment practices. While, inside Japan, there is a increasing sign to reconsider these Japanese-style management.

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