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Works rules in Japan

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The role of works rules in different countries is closely related to the industrial relations system in force. In general, it tends to be minor in countries where collective bargaining is well developed, while in those where the collective bargaining system is still in its infancy it can be very significant indeed. This article takes a look at Japanese law on works rules and discusses the principal theories on their legal force and validity before examining their main contents, illustrated by specific examples drawn from a study published by the Japan Institute of Labour.[1] The concluding section analyses the place occupied by works rules in Japanese labour-management relations.

The new Japanese Constitution adopted in 1947 shortly after the end of the Second World War guarantees the right of workers to organise, bargain and act collectively, and stipulates that standards on wages, hours, rest and other working conditions are to be fixed by law. In pursuance of these provisions, new labour laws such as the Labour Standards Act of 1947, the Trade Union Act of 1949 and the Labour Relations Adjustment Act of 1949, were placed on the statute book. The Labour Standards Act, which was quite advanced in relation to the international labour standards of the time, contains detailed provisions governing the employer's responsibility for drawing up works rules and the procedures for doing so, their scope, and the relationship between works rules and laws, collective agreements and contracts of employment. It can be said that this Act has done much to transform works rules from a social norm established by the employer for ensuring the smooth running of the enterprise into a legal norm for protecting workers' conditions of work and employment, and especially the large majority who are not covered by collective agreements. Let us begin by looking at the Act's main provisions on the subject of works rules.

Works rules and the Labour Standards Act, 1947

Drawing up works rules

Section 89 requires employers who employ ten workers or more continuously to draw up works rules based on the provisions of the Act,

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submit them to the Labour Inspection Office and bring them to the attention of their employees.

The Labour Inspection Office may order changes in the contents of the works rules submitted by the employer if they are not in accordance with the law or existing collective agreements. In 1981, 129,900 sets of works rules were submitted to the Labour Inspection Offices, of which some 7 per cent were returned to the employers because they did not conform with the provisions of the Labour Standards Act.[2] The number of works rules submitted in 1987 was 135,477.

Section 90 of the Act specifies that, in drawing up works rules, the employer must seek the opinion of the trade union representing the majority of the workers if there is one at the workplace or, if there is not, a representative of the majority of workers. When submitting the works rules to the Labour Inspection Office, the employer must attach a record of the opinions expressed by the trade union or workers' representative on their contents. This provision was included to prevent employers from acting arbitrarily. Although the employer must consult the union or the workers' representative, he does not have to obtain their consent; in theory he must take their views into account, but the final decision on the contents rests with him.

Section 106 specifies that the employer must bring the works rules to the attention of employees by displaying or posting them in conspicuous places throughout the workplace and by other means. This provision is pursuant to the principle of supplying information about conditions of work and employment laid down in section 15 which provides that in making a contract of employment the employer must inform the worker of his wages, working hours and other working conditions. To enable employees to determine whether the employer is providing proper conditions of work and employment, the Ministry of Labour has drawn up a model set of works rules which it takes great pains to disseminate in the enterprises.

The scope of works rules

The Labour Standards Act lists a wide range of matters that must or can be covered by works rules. They can be divided into three categories: matters that employers must include in the works rules; matters that can be regulated only under the works rules; and matters that may be included voluntarily.

The following matters must be included in the works rules: (i) starting and finishing times of the working day or shift, breaks, rest days and holidays; (ii) the method of determination, calculation and payment of wages, the date on which they are to be paid, and provisions concerning pay scales and wage increases; and (iii) questions concerning termination of the employment relationship.

There are some matters on which employers are not obliged to make rules but which, if they do, must be included in the works rules with a view to

spelling out the conditions of work and employment. In other words, employers are not allowed to make rules on these matters separately from works rules. They include: (i) severance pay, other allowances, bonuses and minimum wages; (ii) expenses incurred by workers, e.g. on food consumed at the workplace or working equipment; (iii) safety and health; (iv) vocational training; (v) accident compensation and assistance in the event of injury and disease not resulting from employment; (vi) rewards and penalties; and (vii) any other questions that concern all the workers in the enterprise.

Employers can make rules on other matters which are covered by the Labour Standards Act and include them in the works rules. Examples are disciplinary provisions, provisions concerning the interpretation of the works rules, and provisions concerning labour-management consultation over amendment of the works rules. Although their inclusion in the works rules is left to the discretion of the employer, once they are so incorporated they are binding on both the employees and the employer.

An employer having ten or more persons in his employ who fails to draw up works rules on obligatory matters or to submit them to the Labour Inspection Office is liable to a fine (section 120 of the Act).

How works rules relate to laws, collective agreements and contracts of employment

Section 92 of the Labour Standards Act provides that works rules must not infringe any laws or collective agreements applicable to the workplace and that the Labour Inspection Office may order changes in the works rules if they are not in accordance with the law or collective agreements. It is quite natural that laws take precedence over works rules since these are considered to be private norms drawn up unilaterally by the employer.

As far as the relationship between works rules and collective agreements is concerned, the Act gives precedence to collective agreements since these are concluded jointly between trade unions and employers. As works rules and collective agreements both cover a wide field, there is bound to be frequent overlapping. When collective agreements are comprehensive and detailed, trade unions naturally regard them as carrying more weight than unilateral rules.

Finally, section 93 of the Act provides that any conditions laid down in contracts of employment that are inferior to those stipulated in the works rules are invalid and must be replaced by the latter. The Act thus gives precedence to the works rules as an important means of ensuring uniform conditions of work and employment at the same workplace and of guaranteeing minimum labour standards.

The binding force and validity of works rules

The source from which works rules derive their authority has been the subject of debate for some time. In Japan there are two main theories on the subject: the "contractual" and the "legal".

According to the contractual theory, works rules are a "model" of the contract of employment between the worker and the employer and their binding force stems from their contractual character. A worker is bound by the works rules because, when he enters into the employment of a firm, he is deemed to have accepted its works rules, explicitly or implicitly, as part of his conditions of work and employment.

The legal theory regards works rules not as part of the contract of employment but as part of the law of the enterprise which each employee accepts when he joins it. Like society, every organisation, if it is not to become anarchic, must have its own laws, and it will generate them spontaneously. An employee submits to these laws voluntarily by the fact of taking up work in an enterprise, and must adhere to them. But this act of submission is not a contractual act. The validity of the contractual theory has been contested inasmuch as it regards works rules as a type of contract whether there is a formal agreement between the worker and the employer or not. It is the legal theory that has proved the more influential among Japanese labour specialists in recent years.

The most controversial issue concerning works rules is whether they remain valid when the employer alters their provisions to the detriment of the employees' conditions of work and employment. Theories on the validity of works rules are divided in much the same way as those on their binding force. The majority of theorists claim that changes detrimental to the employees' conditions of work and employment cannot be made in works rules unless the employees agree to them. But others claim that, at least from a practical point of view, the employer should be free to alter the rules even in a manner that adversely affects his employees, or some of them at any rate, because of the constantly evolving nature of labour-management relations and because changes in works rules may result in regulating conditions of work and employment more uniformly.

In the past judicial decisions also tended to be divided between these two schools of thought, but the Supreme Court finally came down on the side of the legal theory in the Shuhoku Bus Case of 25 December 1968. A number of employees who had been dismissed on reaching 55 years of age claimed that the dismissal was null and void because the new retirement age had been fixed by a unilateral change in the provisions of the works rules. The Supreme Court rejected their claim. In principle, it said, employees may not be deprived of their acquired rights nor may employers unilaterally impose worse conditions of work and employment on their employees by changing the works rules or drawing up new ones. However, if the contents of the works rules are reasonable a worker cannot reject their application

simply because he disagrees with them. Works rules are intended to deal with employees' conditions of work and employment collectively; in particular, they serve to establish uniform conditions.

Although this ruling was severely criticised because the standard of reasonableness established by the Court was vague and the decision had excessively harsh consequences for employees, the Supreme Court re-affirmed its ruling on the validity of newly formulated or revised works rules in the Takeda System Company Case of 25 November 1983. Prior to 1982 this company had granted its female employees special leave of up to 24 days a year without loss of pay. However, it then decided that it would pay a maximum of 68 per cent of the basic daily rate to female employees who took such special leave. The eight appellants claimed that this was a unilateral change in the works rules and was therefore null and void. The Supreme Court invoked the precedent in the Shuhoku Bus Case that a company might change its works rules in a way that affected its employees adversely provided the change was reasonable, and referred the case back to the Tokyo High Court, instructing it to review its earlier ruling that it was unreasonable for the company to alter the works rules without prior union consent and to decide whether the company's change of works rules was reasonable or not.

The Supreme Court also passed judgement on the validity of rules governing severance pay in the Mikuni Taxi Company Case of 15 July 1983 where a unilateral change in the rules was challenged by employees. The Supreme Court found no special circumstances to justify the change and, since the employer had failed to offer compensatory conditions of work and employment to its employees although the change affected them adversely, ruled that it was unreasonable and hence invalid.

The main contents of works rules

Japanese works rules cover a very wide field. In this section the main contents of works rules are examined in the light of specific examples.[1]

Personnel matters

Recruitment. Although the inclusion of rules relating to recruitment is not compulsory, almost all the examples examined had provisions on this subject. For the most part these cover qualifications, selection methods, documents that must accompany the application, and the length of any trial period.

Transfer. Transfers are conducted frequently in Japanese enterprises since the efficient allocation of manpower is a necessary response to economic and social change and, besides, workers are not as a rule hired to work solely in a particular department of an enterprise. Transfers are also used to promote the career development of employees. In addition, there are

many instances where workers wish to be transferred because of changes in their current job, work relations, state of health, change of residence, etc.

Almost all the examples contain provisions governing transfers. These usually state that employees may be required to accept transfers, may not refuse them without good reason and, in the event of refusal, may render themselves liable to penalties such as reprimand, reduction of pay, suspension or dismissal.

The company often consults and negotiates with the trade union on such matters as the reasons for the transfer, the employees to be transferred and the conditions relating to the transfer. Although there were few examples that laid down a procedure for consulting trade unions, a survey of job transfers made by the Japan Institute of Labour[3] found that 14.7 per cent required union consent, 23.8 per cent required prior union-management consultation, 29.6 per cent required prior notice, and in 12.3 per cent of the cases the union had to be informed *ex post*. It should be noted that more than 80 per cent of the companies examined considered trade union involvement important.

Dismissal. Although the Labour Standards Act distinguishes between ordinary and summary dismissal, very few of the works rules examined make that distinction. Typical reasons for ordinary dismissal given in the examples are: (i) impossibility to continue working owing to physical or mental disability; (ii) a bad record of service; (iii) continued absence after the expiry of a period of suspension of the contract; and (iv) collective layoff because of the company's economic position.

While the inclusion in works rules of restrictions on the employer's right to dismiss an employee is not obligatory under the Act, the latter does impose certain limits on the power of dismissal. Section 3 prohibits dismissal on the basis of nationality, creed or marital status; section 19 prohibits the dismissal of a worker who is injured or falls ill while on duty, during the period of medical treatment and for 30 days thereafter, and also prohibits the termination of the contract of a pregnant woman or one who has given birth, during her leave entitlement and for 30 days thereafter. Section 20 requires an employer to give at least 30 days' notice or pay the equivalent of 30 days' average wages in the event of dismissal. However, this provision does not apply when the enterprise has to be wound up by reason of a natural disaster or another case of *force majeure*, or when the worker is dismissed for serious misconduct. Section 104 stipulates that a worker who complains that his conditions are inferior to those laid down under the Act shall not be dismissed because of his complaint.

Suspension of the employment contract. This occurs when an employee is prohibited from or exempted from work for a certain period of time because of continuous absence due to a non-occupational injury or sickness; because he is seconded on outside business; because he becomes a full-time union official; because there is no suitable assignment for him; because criminal charges are brought against him; and so on. The main questions

dealt with in the examples are: (i) reasons for suspension of the contract; (ii) duration of the suspension; (iii) treatment during this period; (iv) treatment after expiry of the period; and (v) treatment when the reasons for the suspension cease to exist.

Termination of the employment relationship. The Labour Standards Act makes it is compulsory for works rules to contain provisions on termination of the employment relationship. In one example termination occurs in the following circumstances: (1) at the employee's own request; (2) upon death; (3) upon reaching the age limit; (4) upon continued absence after the expiry of a period of suspension of the contract for non-occupational reasons; (5) upon the expiry of a fixed-term labour contract.

Discipline

Although the inclusion in works rules of provisions on discipline and disciplinary penalties is not compulsory under the Labour Standards Act, any rules that are made on these matters must be so included; and most works rules do in fact contain such provisions with a view to maintaining order within the enterprise. This also helps to prevent arbitrary sanctions inasmuch as an employee may not be subjected to a penalty for a reason – or of a kind – other than those stipulated in the works rules.

The grounds for penalties can be roughly classified in three types. The first relates to conduct on the part of an employee that hinders the normal operation of work, such as absence without notification or just cause, late arrival or early departure, negligence, disobeying supervisors' orders, interfering with other employees' duties, causing disturbances in the workshop, etc. The second type relates to behaviour by an employee that undermines mutual trust between labour and management, such as disclosing business secrets, defaming the company or otherwise bringing it into discredit, accepting money or gifts unconnected with his duties, and breaking the law. The third type relates to behaviour that results in damage to company premises or equipment, such as causing accidents through negligence, causing wilful damage to company property, and affixing a poster without permission.

Works rules usually specify four types of penalties: reprimand, deductions from pay, suspension and summary dismissal. A *reprimand* is the lightest penalty: the employee is required to present a written apology and receives a warning for the future. He suffers no material loss but repeated reprimands usually lead to severer penalties.

With regard to *deductions from pay*, section 91 of the Labour Standards Act stipulates that when this penalty is provided for in the works rules, the amount of the deduction must not exceed half of one day's average wage for a single violation or 10 per cent of the total wage for all violations during a payment period. Almost all the examples examined contain provisions drafted in conformity with this stipulation.

Suspension means that the employee is suspended from his duties without pay for a certain period of time. For this penalty to be lawful, the period of suspension must be commensurate with the employee's misdemeanour and must not be unduly long.

Summary dismissal is the severest penalty: the employee is discharged without advance notice and, usually, without severance pay. Since a worker who has been summarily dismissed is likely to have difficulty finding another job, courts hearing cases contesting such dismissals carefully examine the appropriateness of the penalty. They have usually taken the view that mere formal compliance with the requirements for summary dismissal in the works rules is not enough, and that the employee's misconduct must objectively be serious enough to warrant such a severe sanction. The principles established by the courts have placed heavy legal restraints on this penalty and in practice it is very difficult for employers to make summary dismissals.

Working conditions

Working hours, overtime and work on rest days. Section 32 of the Labour Standards Act provides for a maximum working day of eight hours (not including breaks) and a maximum week of 40 hours – although the present effective limit, established by decree, stands at 46 hours. However, section 36 provides that employers may increase those maxima in agreement with the trade union representing the majority of workers at the workplace or, if there is none, their representative. The agreement must be submitted to the Labour Inspection Office in writing.

Women's working hours are covered by section 64(2) of the Act, which provides that women are not to work more than two hours of overtime a day, six hours a week or 150 hours a year, and are not to work on rest days whether or not the employer has reached an agreement under section 36. However, this section does not apply to women who hold managerial posts or perform work requiring specialised or technical knowledge, and eases restrictions on the working hours of women in "non-industrial undertakings".

In addition to the provisions mentioned above, the Act deals with exceptions to the prescribed working hours in the event of accident or cases of *force majeure* such as natural disaster; increased wage rates for overtime and work performed on rest days; working hours and rest days for minors; night work; etc. In these matters the works rules usually follow the provisions of the Act, and most specify the number of weekly working hours.

Breaks. Section 34 of the Act provides for a daily break of at least 45 minutes for employees working more than six hours and of at least one hour for those working more than eight hours, to be used by them as they please. In workplaces where work schedules and rest periods differ from the norm because of the type of production or work in which they are engaged, the breaks granted to the workers must be specified in the works rules.

Rest days and holidays. Section 35 of the Act provides that the employer must grant workers at least one rest day per week or four rest days during a period of four weeks. In addition to weekly rest days, days off at the end of the year and New Year as well as on public holidays are provided for in almost all the works rules examined.

Leave. The Labour Standards Act contains provisions on annual leave with pay (section 39), maternity leave (section 65) and menstruation leave (section 67). The law does not require the employer to pay wages during maternity leave or menstruation leave, but in many of the examples of works rules wages are paid to some extent. Almost all works rules provide as well for types of leave not mentioned in the Act, such as "mourning leave" and "marriage leave"; in most of these cases, too, wages continue to be paid.

Wages

Although it is compulsory to include provisions on wages in the works rules, employers often have difficulty in spelling them out in detail. The manner of dealing with the problem varies from enterprise to enterprise but usually detailed rules governing wages are drawn up separately from the works rules.

Provisions governing the principles of wage determination are contained in almost all the works rules examined. One example states that wages are to be based on job content, individual ability and performance, and the employees' marital status. The manner of calculating wages – i.e. on a daily, monthly, or mixed daily and monthly basis – is usually specified in the works rules and varies according to the type of industry or work.

As for the method of payment, almost all the examples of works rules contain provisions reflecting the principle laid down in section 24 of the Labour Standards Act that wages must be paid in cash and in full directly to the workers, at least once a month on a specified date.

The wage structure generally depends on the specific circumstances of the enterprise and therefore varies considerably from one to another. While the wage structure is clearly set out in the works rules of the big enterprises examined, it is dealt with in only a very sketchy fashion in those of nearly all the small enterprises. As regards bonuses and allowances, however, even the works rules of small enterprises contain detailed provisions on, for example, post allowances, family allowances, commuting allowances, housing allowances and attendance bonuses (to combat absenteeism).

Since wage increases are among the matters which it is compulsory to include in the works rules, the criteria on which they are based and their amount and frequency have to be regulated. However, almost all the examples contain only very general provisions on the subject. One provides that, subject to the company's economic position, wage increases are normally granted once a year under the merit rating system and take into

account such factors as job performance, ability, age, academic record and length of service; the amount is decided by the company.

Training

Japanese enterprises are paying increasing attention to in-house training in order to improve their employees' skills. The content of training programmes has been radically altered, in particular, by the rapid changes in recent years in technology and work organisation, which in turn have been brought about mainly by the application of micro-electronics in factories and the introduction of computers in offices. While employers have to retrain workers who will be assigned to computer-related jobs or those made redundant by the introduction of new technologies, workers too need to adapt to change. Thus a comprehensive education or training programme is essential for both companies and workers if the adjustment to new technologies is to proceed smoothly and rapidly. Nevertheless, provisions concerning training do not figure prominently in works rules. A typical example provides that an employee who is required to undergo training in order to improve his knowledge and skills cannot refuse to do so without a valid reason, and that he will continue to receive his pay throughout the training period.

Welfare

In recent years Japanese employers have been attaching increasing importance to enterprise welfare schemes in order to attract and retain a good workforce. Accordingly, each enterprise devotes considerable thought and money to improving its welfare system. Nevertheless, few examples of works rules make any mention of welfare. In practice most enterprises provide for welfare facilities in detailed regulations distinct from the works rules.

Occupational safety and health

The legal framework for occupational safety and health was reinforced by the passing of the 1972 Industrial Safety and Health Act. There are few detailed provisions on the subject in the works rules examined, most of which lay down only general standards of industrial safety and health in accordance with the basic requirements of the Act. Provisions commonly included are those on safety rules workers must observe; the organisation of safety and health management; training in safety and health; limitations and prohibitions on recruitment for particular posts; and medical examinations required. Concerning more specific safety and health matters, almost all enterprises issue special rules, distinct from the works rules.

Accident compensation

Accident compensation is regulated in detail by the Workmen's Compensation Insurance Act of 1947. Benefits payable in respect of employment injury under this Act are those covering medical treatment, temporary disability and physical handicaps, survivors' insurance, funeral expenses and permanent disability. Most of the examples of works rules merely reproduce the basic provisions of the Act, but some stipulate the payment of additional benefits over and above those provided for in it.

Conclusions

In the mid-1980s there were 3,719,000 establishments covered by the Labour Standards Act. Of these the overwhelming majority – 2,913,000, or 78.3 per cent of the total – employed fewer than ten workers. Those employing ten or more numbered approximately 806,000, or 21.7 per cent of the total. However, the total number of workers in establishments employing between one and nine workers amounted to only 11,040,000, or 25.2 per cent of the workforce covered, whereas the total in establishments employing ten workers or more came to 32,807,000, or 74.8 per cent of the workforce.[4] Hence the provisions governing works rules apply to three-quarters of the total workforce covered by the Act.

Some circles maintain that, in the interest of protecting the workers, the scope of the Labour Standards Act should be extended so that every employer will be required to draw up works rules. Though this may be desirable in principle, in practice small employers would encounter difficulties in formulating the rules properly, and the Labour Inspection Offices are already too taxed to examine works rules with the necessary care. Thus it hardly seems practicable to extend the scope of the law to small enterprises at present. However, there is nothing to prevent employers with fewer than ten workers from drawing up works rules if they wish, in which case the provisions of the Act are equally applicable to them. The Labour Inspection Offices in fact sometimes advise small employers to do so in order to spell out more clearly the conditions of work and employment in their establishments.

In some countries, such as the Federal Republic of Germany and Belgium, workers' representatives either determine or play a major part in determining the provisions of works rules. In Japan, on the other hand, workers' representatives have fewer rights in this matter. In adopting the present system of unilateral employer determination of works rules subject to certain limits, the Labour Standards Act implicitly designated the bargaining table as the place where workers can press for better conditions of work and employment. Japanese labour-management relations are based on the dialogue between enterprise unions and their respective enterprises. Collective bargaining is conducted almost entirely between the unions and the

management of individual enterprises. The range of issues dealt with by collective bargaining is very wide and includes allowances, bonuses, lump-sum payments, severance pay, hours of work, days off, holidays, grounds for dismissal, disciplinary action, transfers, employment adjustment measures, welfare, safety and health, etc.[5] Hence there is no great functional difference between collective agreements and works rules. Both can regulate conditions of work and employment in the enterprise, even though, as noted earlier, precedence is given to collective bargaining.

Furthermore, the labour-management consultation system has developed considerably in recent years, particularly in large enterprises: conditions of work at the shop-floor level are frequently decided through some form of joint consultation machinery like the production committee. According to a recent survey conducted by the Ministry of Labour, 77 per cent of establishments with 100 employees or more have established a permanent system of consultation.[6] The production committee provides labour and management with an opportunity to consult on monthly production and work schedules at factory and company level. The same union official and management representatives often attend both the collective bargaining session and the joint consultation meeting.[7] It is no exaggeration to say that day-to-day working conditions are increasingly decided through this system, and that it has come to have a greater influence even than collective bargaining on decisions regarding conditions of work and employment. In view of the spread of the labour-management consultation system along with the development of collective bargaining, the significance and role of works rules in large enterprises might well decline.

However, in small and medium-sized enterprises the situation is very different. Between 1977 and 1987 the unionisation rate in Japan dropped from 33.2 to 27.6 per cent, which means that at present over two-thirds of Japanese workers, mainly employed in small and medium-sized enterprises, are unorganised and are not covered by collective agreements (about 25.5 per cent of the labour force were so covered in 1986[8]). Moreover, the labour-management consultation system has not really taken root in establishments without trade unions. As a result, the conditions of employment of workers who are not covered by collective agreements or the labour-management consultation system are regulated exclusively by the works rules; and hence the role which works rules play for these categories of employees and establishments is very important – an importance that is heightened by the fact that employment contracts in small and medium-sized enterprises are generally not concluded in writing.

In particular, the number of precarious workers, such as temporary or part-time workers, has been growing recently and there has also been an increase in the proportion of women workers. These increases are due mainly to the reduced overall level of economic activity since the oil crisis. Although the unionisation rate of these workers is remarkably low, the Japanese trade union movement has traditionally attached little importance to organising

them. As a rule, an enterprise union is made up exclusively of regular employees of the company, and temporary workers are very often excluded. According to the basic survey of trade unions carried out in 1983, only 4.8 per cent of trade unions admitted temporary workers as union members, and 86.2 per cent made no effort to organise them. In recent years national trade union organisations have become aware of the problem and have turned their attention to the organisation of precarious workers in particular. But so far little progress has been made in this area.

As mentioned earlier, the Government has issued model works rules in an effort to promote their wider introduction. In particular, it has begun to emphasise the need for drawing up works rules for part-time workers in order to secure better working conditions for them. In view of the significance and role of works rules both for precarious workers and for employees of small and medium-sized enterprises, greater promotional and information efforts are needed. At the same time trade unions also need to direct more of their energy to organising these workers, while taking a closer look at the contents of works rules and seeing that more information on them is disseminated at the workplace.

Notes

[1] T. Hanami and Y. Fukase: *Shûgyôkisoku no riron to Jitsumu* [The theory and practice of works rules] (Tokyo, Japan Institute of Labour, 1980).

[2] Ministry of Labour: *Rôdôshyô shirabe* [Survey by the Ministry of Labour] (Tokyo, 1981).

[3] Japan Institute of Labour: *80 nendai no rôdôkumiaikatsudô ni kansuru jittai chôsa* [Survey on the state of the trade union movement in the 1980s] (Tokyo, 1982).

[4] Prime Minister's Office: *Jigyôsho tôkei chôsa* [Survey of establishments] (Tokyo, 1986).

[5] For details of collective bargaining see T. Shirai: "Recent trends in collective bargaining in Japan", in *International Labour Review*, 1984/3, pp. 307-318.

[6] Ministry of Labour: *Rôsi komyunikeishon chôsa* [Survey on labour-management communication] (Tokyo, 1984).

[7] See T. Inagami: *Labour-management communication at the workshop level* (Tokyo, Japan Institute of Labour, 1983).

[8] Ministry of Labour: *Rôdôkumiai kiso chôsa* [Basic survey of trade unions] (Tokyo, 1987).