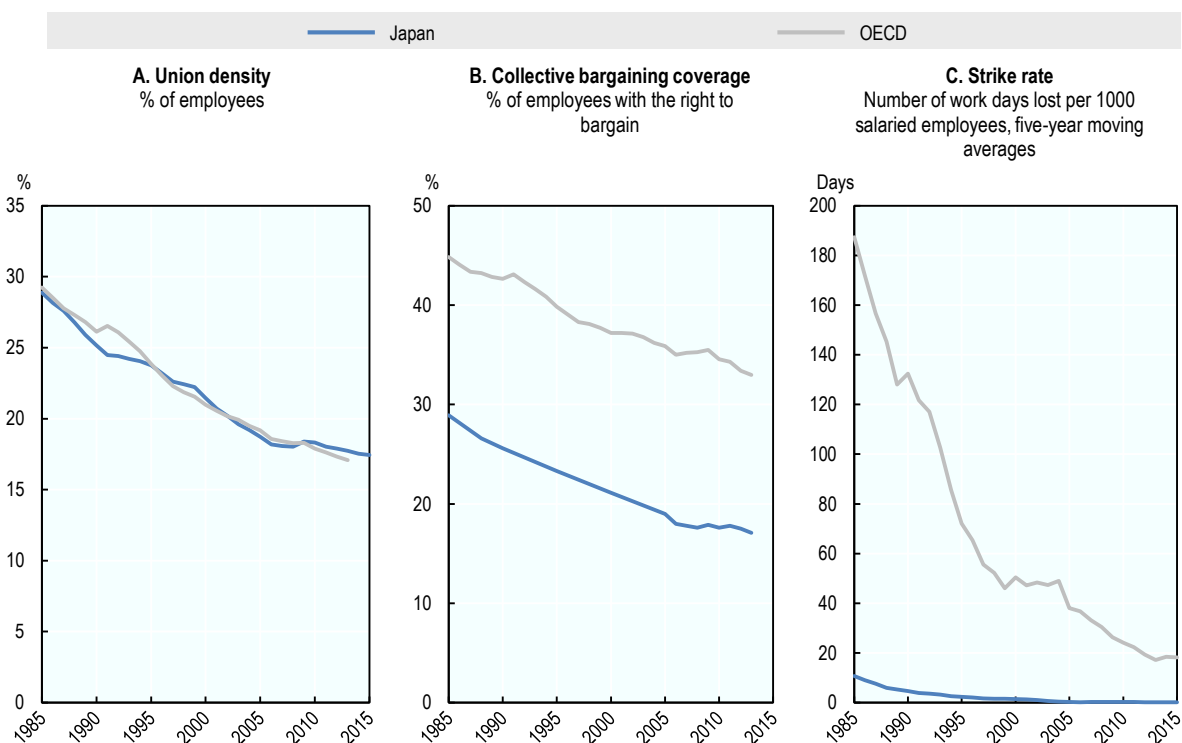


Japan

KEY FEATURES OF THE COLLECTIVE BARGAINING SYSTEM IN 2015

Predominant level	Company
Degree of centralisation/decentralisation	Decentralised
Co-ordination	High
Trade union density in the private sector	10-20%
Employer's organisation density	Information not available
Collective bargaining coverage rate	10-20%
Quality of labour relations	High

TRENDS IN INDUSTRIAL RELATIONS IN JAPAN, 1985-2015



BUILDING BLOCKS OF COLLECTIVE BARGAINING

The detailed description of the building blocks of collective bargaining mainly relies on information provided by the responses to the policy questionnaires that were sent to Labour Ministries, employer organisations and trade unions in 2016. The information reported in the questionnaires represents the situation in **December 2015**.

Use of *erga omnes* clauses

Legal application of a sector level agreement in the absence of administrative extensions Double affiliation principle (only to members of signing organisations).

Legal application of a firm-level agreement Usually only to UMs but if >3/4 workers covered, then all covered.

Use and coverage of extensions

Use of extensions of sectoral collective agreements Yes, but uncommon.

Procedure Extensions are issued by the Government upon a formal request of one of the parties.

Representativeness criteria Employer organisation have to represent >50% of employees in its field of application.

Public interest criteria No

Exemptions or possibility of appeal No

Duration of collective agreements

Average duration Information not available

Maximum duration of collective agreements Firm level: set by law, 36 months.

Can contracting parties terminate an agreement before its expiry date? Yes if both contracting parties agree.

Ultra-activity of collective agreements

Is maximum duration of after-life/ultra-activity of agreements fixed by law? No rule.

Retroactivity of agreements

Do firms have to pay arrears in case of late renewal? Not relevant

Does retroactivity apply only to members of signatory parties or does it cover all parties? Not relevant

Use of the favourability principle Not relevant

Use and scope of derogations and opt-out

Derogations from the law Possible to derogate on working time, wages, breaks, leave upon the conclusion a labour-management agreement upon bilateral request.

Derogations from collective agreements

Scope No

Topics Not relevant

Rationale Not relevant

Criteria Not relevant

Other Not relevant

Forms of co-ordination

Mode of co-ordination Pattern bargaining or inter/intra-associational

Degree of co-ordination Strong

Enforcement of collective agreements

	Sector-level agreements	Firm-level agreements
Do agreements typically include a peace clause?	Not relevant	No strike possible against agreement except if new negotiation under way.
Do agreements typically include a mediation/arbitration procedure?	Not relevant	Information not available
Is it compulsory?	Not relevant	Not relevant

Worker representation at the workplace Union or union representatives but non-union worker representatives can be present.

Board-level employee representation

Public sector Not relevant

Private sector Not relevant

Scope Not relevant

Proportion/number of workers' representatives Not relevant

Nomination of candidates Not relevant

Appointment mechanism Not relevant

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