THE LABOUR AND EMPLOYMENT DISPUTES REVIEW

SECOND EDITION

Editor
Nicholas Robertson

THE LAWREVIEWS

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PREFACE

I qualified as an employment lawyer more than 30 years ago and have practised as an employment lawyer since that day. One of the benefits of passing such milestones is being able to look back and see how trends have appeared over time and have shaped the advice needed by employers, and consequently the expectations of employment and human resources (HR) advisers and lawyers.

When I started, employment law was almost entirely a national subject. This was the case, even though, within the European Union, there was an employment framework derived from the European Union with some common obligations and rights throughout the Member States. During the past 15 years or so, that position has changed as business has become increasingly international, with operations spanning many countries, and often with supply chains spanning yet more countries. As this process developed, employers structured themselves internationally, so that legal and HR teams, among others, are able to deal with a globally mobile workforce. Similarly, employers and their in-house teams are expected to be able to deal with disputes and potential disputes across many countries, and come up with an overall approach that delivers the right results across the board and not in one country at the expense of another. The most obvious example of this may be an attempt by an employer to enforce a post-termination restriction written under the laws of one country against an employee who is based in a second country, but who may want to compete with the employer in a third country. Employment lawyers need to be able to provide this advice, and HR professionals are increasingly expected to have an appreciation of employment law and practice in other countries.

This is why, when I was approached to be the editor of this book, I thought it was very timely and important. Employers and their advisers need to be able to keep up to speed with the significant employer-related developments occurring throughout the world. Added to this is the fact that employment law is a fast-moving area with significant developments occurring every year in all the jurisdictions covered by this book – employment law does not stand still.

I am very grateful to the contributors for their time and effort in putting this book together. Like all the best products, it has been a real team effort. I am sure this book will prove very useful both this year and in subsequent years as we continue to cover the developments in this area.

Nicholas Robertson
Mayer Brown International LLP
London
February 2019

Chapter 9

JAPAN

Nobuhito Sawasaki[1]

I INTRODUCTION

Labour and employment disputes in Japan are classified as individual employment disputes or collective employment disputes. Individual employment disputes are those that relate to employment conditions, employment status and other matters regarding individual workers, such as dismissal and payment of extra wages. These make up the majority of labour and employment disputes in Japan. Examples of acts relevant to individual employment disputes are the Labour Standards Act (LSA), which prescribes the minimum employment conditions for workers, the Labour Contract Act (LCA), which prescribes the basic structure of labour contracts, the Act on Securing Equal Opportunity and Treatment of Men and Women in Employment (the Equal Employment Act), and the Child Care and Family Care Leave Act (the Care Leave Act).

Collective employment disputes are those that arise between employers and labour unions, and examples of relevant acts are the Labour Union Act (LUA) and the Labour Relations Adjustment Act.

Japan is a country with a continental law system and judicial precedents do not have legal binding force. However, in the field of labour and employment laws, judicial precedents are considered very important because it is often difficult to make decisions based only on the laws and regulations, as the provisions thereunder are abstract.

There are strict regulations on dismissal, working hours, extra wages and other matters, and the Japanese labour and employment laws are generally said to be more favourable towards workers than to employers.

II PROCEDURE

i Procedures for resolution of employment disputes

The procedures provided for the resolution of individual employment disputes before Japanese courts include civil litigation, labour tribunal proceedings, civil preservation and civil conciliation. In addition, labour bureaus provide conciliation proceedings for dispute resolution. However, an arbitration proceeding is not permitted to resolve individual employment disputes.

Generally, these proceedings are commenced by a petition from the worker's side. If the parties intend to resolve the dispute quickly through consultation, they tend to choose labour tribunal proceedings, civil conciliation or conciliation proceedings before the labour

1 Nobuhito Sawasaki is a partner at Anderson Mōri & Tomotsune.

bureaus. In more complex cases, such as those concerning occupational accidents or where the conflict between the parties is so intense and complex that it is difficult to resolve it through consultation, then the parties tend to pursue civil litigation.

The following sections discuss civil litigation, labour tribunal proceedings and labour bureau conciliation proceedings in further detail.

Civil litigation

Civil litigation is used frequently to resolve labour disputes in Japan. The first instance is comprised of filing arguments and evidence and conducting witness examinations. It often takes at least one and a half years for a judgment to be passed at first instance. If either party appeals that judgment, it can take an additional six months or more until a judgment is rendered at the second instance – and much longer if the matter is appealed to the Supreme Court.

However, in practice, many cases are resolved by judicial settlements. The courts of first and second instance may encourage the parties to settle at any time while the case is pending. When a judicial settlement is reached, it is put on the record, which has the same effect as a final and binding judgment.

Labour tribunal proceedings

Labour tribunal proceedings are designed for prompt, appropriate and effective resolution of labour dispute cases between employers and workers, such as disputes over dismissal and employment contracts. Generally speaking, these proceedings constitute a combination of conciliation and formal lawsuit. Thus, they are often used by employees who prefer to settle their disputes amicably and promptly.

A labour tribunal committee, which is composed of one judge and two labour tribunal commissioners, deals with these cases. Labour tribunal commissioners are citizens selected for their specialist knowledge and experience in labour issues. The committee shall conclude the proceedings by the end of the third meeting it has convened unless it finds special cause for continuation. The committee works to reconcile both parties. If both parties do not reach an agreement in spite of the committee's advice, the committee makes a labour tribunal decision based on the legal consequences and the actual situation of the case to resolve the dispute. The parties may file an objection to the decision within two weeks. If an objection is filed, the decision loses its effect and the case is transferred to a civil litigation procedure (as explained above), on the basis of an action having been filed at the time of the motion for labour tribunal proceedings. Where no objection is filed, the effect is the same as a judicial settlement, which is valid and binding on both parties.

Labour bureau conciliation proceedings

Conciliation proceedings are provided by labour bureaus through a system in which members of a dispute coordinating committee, who are specialists in labour issues, mediate in the dispute, confirming the main point of the arguments of both parties, and coordinating and prompting them to consult each other to resolve the dispute. The members of a dispute coordinating committee are generally attorneys, university professors and licensed social interest consultants. A labour bureau conciliation proceeding is frequently used because there are no commission charges involved and its procedure is relatively simple compared with civil litigation and the labour tribunal proceedings.

ii Procedures for resolution of labour disputes

Examination of cases of unfair labour practice

Under the LUA, the following unfair labour practices of employers are prohibited:

a discrimination against employees based on union membership;
b refusal to engage in collective bargaining;
c control of and interference with unions; and
d other discriminatory treatment (for example, an employer's treatment of an employee is worse after the employee has filed a claim for an affirmative relief petition with a regional labour relations commission (LRC)).[2]

By contrast, there is no concept of unfair labour practices of unions.

If an employer has engaged in an unfair labour practice, a union or its members may file a claim for relief with the regional LRC. The regional LRC will then examine whether any unfair labour practices exist. If they do, the regional LRC can order the employer to take, or abstain from taking, an action to rectify the unfair labour practice. If no unfair labour practice is found, then the regional LRC will dismiss the claims. If either the union (or worker) or the employer is not satisfied with the decision issued by the regional LRC, it may file either an appeal for review with the Central LRC or a lawsuit in court for the revocation of the decision. If either party is not satisfied with the decision issued by the Central LRC, it may file a lawsuit in court for the revocation of the decision.[3]

Conciliation, mediation or arbitration proceedings of Labour Relations Commission

When a labour dispute needs to be resolved, parties to the dispute can use conciliation, mediation or arbitration proceedings of the LRC. These can be used not only when labour disputes, such as strikes, have occurred, but also when labour disputes are likely to occur as a result of confrontation between labour and management.

III TYPES OF EMPLOYMENT DISPUTES

The most common types of individual employment disputes are those that concern (1) termination of an employment contract, such as unilateral dismissal and refusal to renew a fixed-term employment contract, (2) payment of extra wages, and (3) human relations in the workplace, such as workplace bullying and sexual harassment.

i Disputes concerning termination of employment contracts

The most common disputes concerning termination of employment contracts relate to unilateral dismissals, unilateral dismissals due to redundancy, or refusals to renew fixed-term employment contracts. If a suit or a petition for the commencement of a labour tribunal proceeding is filed with a court by a worker, the employer is required to prove that the unilateral dismissal, unilateral dismissal due to redundancy or refusal to renew a fixed-term employment contract is valid, as discussed below.

2 Labour Union Act (LUA), Article 7.
3 LUA, Articles 27 to 27-21.

If the termination of an employment contract for any of the aforementioned reasons is determined to be null and void, the court will order the employer to pay the aggregate amount of the full salary that the employee would have received (up to the date of judgment) if he or she had not been dismissed, and to reinstate the dismissed employee.

Unilateral dismissal

Unilateral dismissal is where an employer terminates the employment contract unilaterally, against the employee's will. Unlike in the United States, there is no employment-at-will doctrine in Japan. It is generally very difficult for any employer to unilaterally dismiss an employee under their employment contract. To do so, the employer must give the employee at least 30 days' prior notice or make payment in lieu of the notice.[4] In addition, the employer must have an 'objectively and socially justifiable cause' for the dismissal.[5] Otherwise, it is deemed to be an abuse of right and would therefore be null and void. It is generally understood that the following five reasons constitute an objectively justifiable cause for a unilateral dismissal:

a inability of the employee to offer his or her labour to an employer, mainly because of physical or mental disability or extremely poor performance;

b infringement of the disciplinary rules in the workplace through the employee's serious misconduct;

c redundancy;

d termination through an agreement with a labour union; or

e termination as the result of an employer's liquidation if that employer is a corporate entity.

Unilateral dismissal due to redundancy

If an employer wishes to continue business operations in Japan with a substantial reduction in the number of employees, this constitutes unilateral dismissal due to redundancy. In this case, the employer must demonstrate an objectively justifiable cause by satisfying all of the following factors (the Four Factor Test):

a the shedding of employees is justified by a strong financial or business necessity, such that it would be extremely difficult for the employer to continue its business without implementing a reduction of employees (and not merely the fact that the employer would be more profitable if the employees were dismissed);

b the employer has already endeavoured to take all reasonable means to avoid such a dismissal of employees, such as intra-company transfers (or in some cases, associated-company transfers), offering voluntary resignation with a certain amount of severance compensation, and reduction of other operating costs;

c the selection of employees for termination was conducted fairly and in accordance with a reasonable and objective standard established by the employer. The selection criteria must be fair and based on a rational procedure, and not on the employee's gender, membership in a labour union, race, creed, or other discriminatory reason; and

d sincere attempts at discussion or negotiation were undertaken, either with employees or their representative (including a labour union, if applicable), but were unsuccessful.

4 Labour Standards Act (LSA), Article 20.

5 Labour Contract Act (LCA), Article 16.

Refusal to renew fixed-term employment contract

In principle, a fixed-term employment automatically ends upon expiry of the employment term. However, if the status of a fixed-term employment contract is not substantively different from an indefinite-term employment contract as a result of repeated renewals of the contract, or it is found that the continuation of employment even after expiry of the term of a fixed-term employment contract could reasonably be expected, the employer may not refuse a renewal of the fixed-term employment contract unless there is an objectively and socially justifiable cause for the non-renewal. If there is no such cause, the fixed-term employment contract will be deemed to be renewed as a fixed-term employment contract under the same terms and conditions of employment as the previous one.[6]

ii Disputes concerning payment of extra wages

The second most common types of disputes concern payment of extra wages for statutory overtime work,[7] work on statutory weekly holidays[8] and late-night work[9] under the LSA.[10]

If a company properly pays extra wages, these disputes should not occur. However, there are quite a few cases in which extra wages are not properly paid, and the supervising authority, the Labour Standards Inspection Office, is committed to correcting this issue.

The reasons why extra wages are not properly paid include: (1) companies do not manage their employees' working hours at all; (2) companies implicitly or explicitly refuse their employees' overtime work reports; or (3) employees voluntarily refrain from submitting overtime work reports.

There is no requirement to pay managerial employees any extra wages for their statutory overtime work or work on statutory weekly holidays.[11] The term 'managerial employees' is understood to refer to employees whose duties and authority are so important as to create an expectation of an unavoidable necessity to work beyond the normal stipulated working hours. However, the scope of the definition of managerial employees is extremely narrow under the LSA. Therefore, it is not uncommon that, even if a company treats an employee

6 LCA, Article 19.

7 Under the LSA, if the employer requires an employee to work more than eight hours per day or 40 hours per week (statutory overtime work), the employer must pay extra wages for that statutory overtime work, which must be 125 per cent or more of the employee's regular hourly wages for the statutory overtime work that does not exceed 60 hours per month and 150 per cent or more for statutory overtime work that exceeds 60 hours per month (LSA, Article 37).

8 The employer must provide its employees with at least one non-working day every week or at least four non-working days during a four-week period (the statutory weekly holiday) (LSA, Article 35, Paragraph 1). If the employer requires an employee to work on a statutory weekly holiday, the employer must pay extra wages for that work on a statutory weekly holiday, which must be 135 per cent or more of the employee's regular hourly wages (LSA, Article 37).

9 Further, if the employer requires an employee to work between 10pm on any given day and 5am the following day (late-night work), the employer must pay extra wages for that late-night work, which must be 125 per cent or more of the employee's regular hourly wages.

10 In the event of any overlap between these working hours, the hourly rate for the overlapping portion must be increased correspondingly to no less than 150 per cent of regular hourly wages for overlap between statutory overtime work and late-night work, 135 per cent for the overlap between work on a statutory weekly holiday and statutory overtime work, and 160 per cent for the overlap between late-night work and work on a statutory weekly holiday (LSA, Article 37).

11 LSA, Article 41, Item 1. Note that extra wages for late-night work must be paid to managerial employees.

as a managerial employee, the court determines that the employee does not fall within the definition of a managerial employee under the LSA, and orders the company to pay extra wages to that employee.

iii Disputes concerning workplace bullying and sexual harassment

Increase in workplace bullying, sexual harassment and other disputes

Workplace bullying, sexual harassment and other disputes relating to human relationships at work are on the increase. The most frequently alleged cases include workplace bullying, such as power harassment, and sexual harassment.

Harassment in the workplace that may be related to a worker's pregnancy, childbirth or child rearing, or exposure of an employee to disadvantage or unfair treatment by an employer on account of her pregnancy, childbirth or related issues, is often called maternity harassment (or *matahara*, a contraction of 'maternity' and 'harassment'). The term *matahara* has become prevalent among the Japanese public, partly because of an amendment to the Equal Employment Act and the Care Leave Act, which prohibits *matahara*.

Disputes regarding harassed employees or former employees

One type of harassment-related dispute is a claim for damages filed by a harassed employee or former employee against the harasser and the employer.

If the harasser's act against the harassed employee constitutes an illegal harassment, the harasser is liable to pay the harassed employee damages for a tort.

An employer is obliged to provide a good working environment as part of its duties to ensure workplace safety pursuant to the LCA.[12] An employer is also obliged to develop a workplace environment free of sexual harassment or maternity harassment under the Equal Employment Act.[13] An employer that fails to respond appropriately to harassment is violating these obligations and is liable to pay damages to any harassed employee or former employee.

Disputes regarding disciplinary action taken by employers against employees

Another common type of harassment-related dispute relates to disciplinary action taken by an employer against an employee who has harassed either another employee or other persons having business with the employer.

If an employee has committed some form of harassment, the employer is required to conduct a factual investigation and take disciplinary action, including dismissal. However, it is not uncommon for a lawsuit to be filed by an employee who is dissatisfied with the disciplinary or other adverse actions to which he or she has been subjected if the employer's factual investigation is insufficient, if the parties' claims contradict each other or if the action is too harsh.

IV YEAR IN REVIEW

Between January 2018 and the time of writing this chapter, there have been significant judgments, one after another, that have had a major impact on labour law practices in Japan.

12 LCA, Article 5.

13 The Equal Employment Act, Articles 11 and 11-2.

i Court rulings concerning reducing disparities in labour conditions

Among the most notable lawsuits in Japan are those for reducing disparities between the labour conditions of fixed-term employees and indefinite-term employees (i.e., regular employees). Since these lawsuits concern Article 20 of the LCA, they are called Article 20 lawsuits. The number of Article 20 lawsuits is relatively small compared with cases concerning unilateral dismissals or payment of extra wages. However, they attract a lot of attention, partly because the reduction of disparities between the labour conditions of regular employees and non-regular employees has been positioned as one of the key policies under the Act on the Arrangement of Related Acts to Promote Work Style Reform, which was promulgated on 6 July 2018.

If disparities between the labour conditions of fixed-term employees and indefinite-term employees are found to be unreasonable, the employer is required to compensate for the harm suffered by the fixed-term employees.[14] For example, if the court determines that the difference between the amounts of commutation allowances paid to indefinite-term employees and fixed-term employees is unreasonable, the court will order the employer to compensate for the difference. Whether a difference is unreasonable is determined in light of (1) the content of the duties of the workers and the extent of responsibility accompanying those duties (the content of duties), (2) the extent of changes in the content of duties and work locations, and (3) other circumstances.

Two relevant decisions were given by the Supreme Court on 1 June 2018.

In the *Hamakyorex* case,[15] the Supreme Court held that under Article 20 of the LCA, unreasonable differences in working conditions between regular employees and fixed-term employees are prohibited and whether the difference in a certain working condition is unreasonable or not is determined by taking into account the details of duties of the relevant regular employees and fixed-term employees, the extent of changes between their duties and work locations, and other circumstances. The Supreme Court then examined unreasonableness of the difference in six allowances and ruled that non-payment of a perfect attendance allowance, clean driving record allowance, special work allowance, meal allowance or commuting allowance to fixed-term employees is unreasonable, but non-payment of housing allowance is not unreasonable.

In the *Nagasawa-Unyu* case,[16] the Supreme Court held that non-payment of a perfect attendance allowance to fixed-term employees who have been rehired after their mandatory retirement age (rehired employees) is unreasonable, but the differences in base salaries, housing allowances and bonuses between regular employees and rehired employees are not unreasonable. Overall, regarding disparities of basic salaries, bonuses and retirement allowances, the courts tend to determine that they are not necessarily unreasonable. On the other hand, regarding disparities of commutation allowances and other allowances of

14 LCA, Article 20.

15 At issue were disparities in labour conditions among truck drivers.
Osaka High Court, judgment of 26 July 2016, Rodo Hanrei, vol. 1143, p. 5; Supreme Court, 2nd Petty Bench, judgment of 1 June 2018, Rodo Hanrei, vol. 1179, p. 5.

16 At issue were disparities between the labour conditions of full-time employees and those of employees who were retired and rehired as fixed-term employees.
Tokyo District Court, judgment of 13 May 2016, Rodo Hanrei, vol. 1135, p. 11; Tokyo High Court, judgment of 2 November 2016, Rodo Hanrei, vol. 1144, p. 16; Supreme Court, 2nd Petty Bench, judgment of 1 June 2018, Rodo Hanrei, vol. 1179, p. 34.

which the purposes are relatively clear, they tend to determine that they are unreasonable. The courts make decisions in consideration of the purpose of other kinds of allowance on a case-by-case basis.

ii Court rulings concerning payment of extra wages

In lawsuits relating to claims for the payment of extra wages, employers often argue that the amount equivalent to the extra wages is included in the base salary as a fixed overtime allowance and thus the claimed extra wages have already been paid. In this regard, the Supreme Court's judgment in the *Tec-Japan* case rendered in 2012[17] stated that one of the requirements for the validity of a fixed overtime allowance is that the portion of the base salary that is equivalent to the extra wages and the remaining portion must be clearly distinguished (e.g., a base salary of ¥400,000 can be divided into the extra wage portion of ¥100,000 and the remaining portion of ¥300,000) (the clear distinguishability requirement). The Supreme Court's judgment in the *Kokusai Motorcars* case rendered on 28 February 2017[18] reaffirmed this requirement.

However, there have been several judgments at a lower court level that validated an argument that the amount equivalent to extra wages was included in the base salary even when the clear distinguishability requirement was not satisfied, in cases where the relevant employee's base salary was extremely high and where the employee had discretion regarding his or her work hours (e.g., the *Morgan Stanley Japan* case).[19]

In *Medical Corporation Y*,[20] extra wages were demanded by a doctor who received an annual salary of ¥17 million. In this case, the employer argued that the amount equivalent to extra wages was included in the base salary and the extra wages had therefore already been paid. In spite of the non-fulfilment of the clear distinguishability requirement, the Tokyo High Court affirmed the validity of the employer's argument on the ground that such an exception to the requirement would not compromise the protection of the worker considering that the agreement between the parties was reasonable in view of the nature of the duties of a doctor, that the worker had the discretion to control the provision of work and that the amount of the worker's salary was substantially high, among other factors. In contrast, the Supreme Court ruled that as long as the clear distinguishability requirement was not satisfied, it could not be said that the extra wages had been paid.[21] This ruling reaffirmed that the clear distinguishability requirement must be met even if the relevant worker earns a high annual salary and non-application of the requirement would not compromise the protection of the worker.

Another requirement for the validity of a fixed overtime allowance is that it is paid as compensation for working overtime. In this regard, the Supreme Court's judgment in the *Japan-Chemical-Industries* case rendered on 19 July 2018[22] stated that whether a certain

17 A claim for overtime pay had been filed by a taxi driver.
Supreme Court, First Petty Bench, judgment of 8 March 2012, Rodo Hanrei, vol. 1060, p. 5.

18 Supreme Court, Third Petty Bench, judgment of 28 February 2017, Rodo Hanrei, vol. 1152, p. 5.

19 Overtime payment was demanded by a former employee who was an executive director and whose annual base salary was not less than ¥20 million.
Tokyo District Court, judgment of 19 October 2005, Rodo Hanrei, vol. 905, p. 5.

20 Tokyo High Court, judgment of 7 October 2015, Hanrei Jiho, vol. 2287, p. 118.

21 Supreme Court, 2nd Petty Bench, judgment of 7 July 2017, Rodo Keizai Harei Sokuho, vol. 2326, p. 3.

22 Supreme Court, First Petty Bench, judgment of 19 July 2018, Rodo Hanrei, vol. 1186, p. 5.

allowance is paid as compensation for working overtime shall be determined by taking into account factors such as descriptions in the employment contract, the employer's explanation about that allowance and the employee's actual working hours.

iii Court rulings concerning workplace bullying, sexual harassment and other cases

Today's social climate requires employers to deal severely with employees who have committed sexual harassment. Consequently, employers often take severe action. However, there are cases in which the courts find that the action taken by an employer has been too harsh.

For instance, in the *Credit Suisse Japan* (disciplinary dismissal) case,[23] the employer took disciplinary dismissal action against an employee who made sexually harassing remarks to a colleague. The court stated that the acts for which the employee had been disciplinarily dismissed constituted a ground for disciplinary action and that the nature of the acts committed justified any due disciplinary action. However, the court ruled that the disciplinary dismissal was null and void on the ground that the disciplinary dismissal action was too severe considering the employer had failed to give the employee due warning and guidance (the court's opinion was that demotion would have been the appropriate level of disciplinary action).

There are also cases in which the Supreme Court's view is different from that of the lower court as to whether a disciplinary sanction is too harsh or not. For example, in the *Kakogawa-city employee* case, a city employee who sexually harassed a female worker at a convenience store was put on a disciplinary suspension of six months. Osaka High Court held that the disciplinary suspension was too harsh, but the Supreme Court ruled that the disciplinary suspension was not too harsh and, therefore, valid.

V OUTLOOK AND CONCLUSIONS

It is still worth paying heed to Article 20 lawsuits in connection with employment disputes (see Section IV.i) during 2019.

A judgment regarding the *Japan Post* case[24] was rendered by Tokyo High Court on 13 December 2018, against which a final appeal was filed. Judgment regarding another *Japan Post* case and the *Metro Commerce* case[25] will be rendered soon by Osaka High Court and Tokyo High Court, respectively. Once these judgments have been rendered, final appeals against them are expected to be filed. The consequent Supreme Court's judgments are expected to be rendered at the end of 2019 or the beginning of 2020.

23 Tokyo District Court, judgment of 19 July 2016, Rodo Hanrei, vol. 1150, p. 16.

24 At issue were disparities in labour conditions among post office clerks.

25 At issue were disparities in labour conditions between typical regular workers and fixed-term contract workers working as kiosk sales staff on the underground railway network.

Appendix 1

ABOUT THE AUTHORS

NOBUHITO SAWASAKI

Anderson Mōri & Tomotsune

Nobuhito Sawasaki has been engaged in a wide range of practice areas since he joined the firm in 2001. He has advised domestic and foreign clients on labour law, pension law, mergers and acquisitions and the Personal Information Protection Act. Recently, Mr Sawasaki has been advising domestic and foreign clients on compliance with labour and employment laws, and the Personal Information Protection Act. He has also assisted domestic and foreign clients with numerous labour and employment disputes and other labour-related matters, such as the redundancy process, formulation of working rules and reformation of employee benefits schemes. Further, Mr Sawasaki contributes practical advice to domestic and foreign clients who handle employees' personal information and proprietary information in the course of their business. Mr Sawasaki has been selected as a 'recognised practitioner' in the 'employment: *bengoshi*' category of *Chambers Asia-Pacific* 2018 and 2019.

ANDERSON MŌRI & TOMOTSUNE

Otemachi Park Building
1-1-1 Otemachi
Chiyoda-ku
Tokyo 100-8136
Japan
Tel: +81 3 6775 1087
Fax: +81 3 6775 2087
nobuhito.sawasaki@amt-law.com
www.amt-law.com/en

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