

— Entering a Labor Contract —

Technical intern trainees who come to Japan as a participant of a supervising organization-type technical intern training program engage in their program under a labor contract with an implementing organization (accepting company), upon completing a preliminary lecture session they are required to attend immediately after entering Japan. Participants of individual enterprise-type technical intern training programs similarly engage in their program under a labor contract with an implementing organization, although the duration of their lecture session is not specified in this case.

Once the labor contract goes into effect, Japanese labor laws and regulations apply to technical intern trainees in the same way as Japanese workers. Some of the major laws and regulations that are relevant to technical intern trainees include the following: Labour Standards Law, Minimum Wages Law, Industrial Safety and Health Law, Employment Insurance Law, and Workmen's Accident Compensation Insurance Law.

1 Labor Contract (Employment Contract)

A labor contract is signed between each technical intern trainee and an implementing organization, in the trainee's home country prior to coming to Japan, and takes effect upon commencement of technical training at the implementing organization.

When you signed the contract, you should have received a document (Employment Terms and Conditions) that specifies a minimum of the following

— 労働契約の締結 —

団体監理型で入国した場合は、日本入国直後の講習が終了すると、実習実施機関（受入れ企業）との労働契約の下で技能実習を行います。企業単独型の場合も、講習の実施時期は特定されていませんが、実習実施機関との労働契約の下で技能実習を行います。

労働契約発効後、日本人労働者と同様に労働関係法令が適用されます。関係する法令の主なものは、労働基準法、最低賃金法、労働安全衛生法、雇用保険法、労働者災害補償保険法などです。

1 労働契約（雇用契約）

労働契約は、日本に入国する前に母国で実習実施機関と皆さんの間で締結されたもので、実習実施機関での技能等の修得が開始されるときに発効します。

労働契約を締結するとき、少なくとも次の5項目については書面（雇用条件書）が交付されますので改めて確認してください。

- ① 契約の期間（労働する期間）
- ② 就業の場所及び従事すべき業務
- ③ 始業及び終業の時刻、所定労働時間を超える労働の有無、

five items. Please take this opportunity to confirm that document.

- ① Contract period (employment period)
 - ② Place of employment and expected duties
 - ③ Work starting/ending times, possibility of overtime work, work breaks, days off, leaves, and changes in working hours when two or more groups of workers work in shifts (shift system)
 - ④ Method of wage determination, calculation and payment, the closing day of each wage period, and wage payment date
 - ⑤ Termination of employment
- You might also want to check whether the following items are specified in writing. If the implementing organization has certain provisions concerning these, they are usually included in the same document as the above five items.
- ⑥ Wage raise
 - ⑦ Termination allowance
 - ⑧ Temporary wages, bonuses and other such incentives, and minimum wage amount
 - ⑨ Expenses to be borne by workers themselves, such as for food, work equipment and supplies, etc.
 - ⑩ Safety and health issues
 - ⑪ Work training
 - ⑫ Accident compensation and aid for injuries and diseases suffered outside of work
 - ⑬ Commendations and penalties
 - ⑭ Leave of absence

Note that your labor contract is based on agreement between you and your implementing organization. Any contract that you have not agreed to, or any change made without your approval, is invalid.

2 Dismissal

If an implementing organization wishes to dismiss a technical intern trainee before expiration of the contract period, it must give at least 30 days' prior notice to the trainee. If the organization fails to give proper notice, it must pay the trainee an amount equal to 30 days' worth of the average wage. This is called "payment in lieu of prior notice," and may be no less than one month's wage.

There are cases, however, when an implementing organization may dismiss a technical intern trainee without prior notice or payment in lieu of prior notice. These are when the organization becomes unable to continue its business due to a natural disaster or other unavoidable circumstance, or when the reason for the dismissal is attributable to the trainee. In these cases, the implementing organization only needs the approval of the competent Labour Standards Inspection Office.

There are also rules that disallow implementing organizations from dismissing a technical intern trainee who is absent from work to recuperate from an injury or disease suffered on the job or who is on maternity leave, during his/her absence and for 30 days thereafter. However, exceptions to these rules are when the implementing organization provides termination compensation, or when it becomes unable to continue business due to a natural disaster or other unavoidable circumstance and has obtained approval from the competent Labour Standards Inspection Office.

3 Ban on Forced Savings

Implementing organizations may not take the opportunity of a labor contract to bind a technical intern trainee to another contract that urges the trainee to lay away his/her earnings or allows the implementing organization to manage the trainee's savings (including the safekeeping of a trainee's passbook and seal by an employer).

休憩時間、休日、休暇並びに労働者を2組以上に分けて就業させる場合における就業時転換(交替制勤務)に関すること

- ④ 賃金の決定、計算及び支払いの方法、賃金の締切り及び支払いの時期

- ⑤ 退職に関すること

なお、次の項目について実習実施機関に定めがある場合には明示(上記の5項目と同じ書面に記載されている場合が多い)されますので確認してください。

- ⑥ 昇給
- ⑦ 退職手当
- ⑧ 臨時に支払われる賃金、賞与及びこれらに準ずるもの並びに最低賃金額
- ⑨ 労働者に負担させるべき食費、作業用品その他
- ⑩ 安全及び衛生
- ⑪ 職業訓練
- ⑫ 災害補償及び業務外の傷病扶助
- ⑬ 表彰及び制裁
- ⑭ 休職

なお、労働契約は実習実施機関と皆さんが合意して成立するものですから、皆さんとの合意のない労働契約や労働契約の変更は無効です。

2 解雇

実習実施機関が技能実習生を契約期間の途中で解雇しようとする場合には、少なくとも30日前にその予告をしなければならないことになっています。30日前に予告しない場合には、30日分以上の平均賃金(予告手当:約1ヶ月の賃金額以上)を支払わなければなりません。

ただし、天災事変その他やむを得ない事由のために事業の継続が不可能となった場合又は技能実習生の責に帰すべき事由に基づいて解雇する場合で、労働基準監督署長の認定を受けた場合は、予告又は予告手当の支払いはされません。

また、技能実習生が業務上負傷し、又は疾病にかかり療養のために休業する期間及びその後30日間並びに産前産後の女性がそのために休業する期間及びその後30日間は、解雇してはならないとされています。ただし、打切補償を行う場合又は天災事変その他やむを得ない事由のため事業の継続が不可能となり労働基準監督署長の認定を受けた場合は除きます。

3 強制貯金の禁止

実習実施機関は、労働契約に附随して貯蓄の契約をさせ、又は貯蓄金を管理する契約(技能実習生名義の口座の通帳、印鑑を使用者が保管することを含みます)をしてはならないとされています。