

Two gates — both legal functions must be present.

An **Article 36 agreement** opens the statutory gate for overtime. A separate private-law basis — normally the **Rules of Employment** or an **Individual Labor Contract** — gives the employer authority to require the worker to perform it.

One does not substitute for the other. **A valid Article 36 agreement without a private-law basis creates no duty to work overtime**; a contractual duty without a valid Article 36 agreement cannot lawfully be exercised.

就業規則 = 事業場を単位とする恒常的なルール（有効期限なし・区分別に細分化可）。36協定 = 時間外・休日労働を法的に可能にする、有効期間のある労使協定（事業場×業務の種類でスコープし、届出が必要）。両者は代替関係にない。

36協定

ARTICLE 36 AGREEMENT · LSA ART. 36
The statutory gate — permits overtime work within agreed limits

就業規則

RULES OF EMPLOYMENT · LSA ART. 89–90, 106
The rulebook — defines the standing terms

LEGAL UNIT	Workplace only. Concluded and filed per workplace (branch, office, plant). A 12-site company can hold 12 different live ceilings at once. 事業場単位	Workplace; may be subdivided by worker category. Filed per workplace, but subdivided inside it — permanent, part-time, fixed-term may each have their own rule set. 事業場単位 + 区分別
HEADCOUNT TRIGGER	No headcount threshold. Required, as a general rule, whenever statutory overtime or work on days off is to be performed.	10 or more workers continuously employed at that workplace. Under 10: no duty to create or file (voluntarily adopted rules may still have contractual effect if reasonable and made known to workers).
WORKER-SIDE ROLE	Agreement is required. The majority union — or, if none, a majority representative — is a party to the written agreement.	Opinion must be heard. Approval or consent is not required under Article 90.
HOW IT TAKES EFFECT	Worker side participates in making the instrument. 1 majority union, or if none, a properly selected majority representative → 2 employer and worker side conclude a written agreement → 3 employer files it with the relevant government agency → 4 employer makes the agreement known to workers An unfiled agreement does not authorize statutory overtime.	Employer makes the instrument; worker side gives an opinion. 1 employer draws up the Rules of Employment → 2 employer hears the opinion of the majority union or majority representative → 3 employer files the rules with the written opinion attached → 4 employer makes the rules known to workers Filing does not itself create contractual effect; the rules must be made known to workers.
VALIDITY	Time-limited. The statutory applicable period for the annual overtime limits is one year; agreements are commonly renewed annually.	No expiry. Stands until amended. Every amendment repeats the same four steps, including re-notification.
WHAT IT DOES NOT DO	Does not, by itself, create a contractual duty to work overtime or replace the wage rules. It sets the permitted overtime volume, scoped to specified types of work and stated reasons. A special clause also specifies the premium wage rate applicable beyond the ordinary limits.	Does not, by itself, authorize statutory overtime. It sets the standing working conditions, including wage-calculation rules. Where a special-clause premium rate is agreed under Article 36, that rate must also be reflected in the Rules of Employment.

特別条項 ALLOWS THE ORDINARY LIMITS TO BE EXCEEDED, SUBJECT TO STATUTORY CAPS

The ordinary limit is generally 45 h/month and 360 h/year (42 h/month and 320 h/year for workers under a one-year variable working hours system). A special clause can permit these limits to be exceeded for temporary, special circumstances, but the statutory caps below must still be observed — and they apply **at the same time**, not as alternatives.

720 h
per year, overtime excl. work on days off

AND

<100 h
in any single month, incl. work on days off

AND

≤80 h
average over any 2–6 consecutive months

AND

6 ×
months per year may exceed the ordinary monthly limit (45 h; 42 h under the applicable one-year Variable Working Hours System)

The trap: centralized filing is not group-level binding 本社一括届出

Both instruments may be **filed** centrally by head office, and the requirements have been progressively relaxed — since 2021 an electronic bulk filing works even where each workplace selected a different representative, and further bulk-filing options became available through the MHLW electronic application support tool in March 2025. This is an administrative convenience only. **Each agreement is still concluded at its own workplace, with that workplace's own representative.** The paperwork looks group-level; the legal binding is not.
本社一括届出は「届出」の便宜にすぎず、締結単位は事業場のまま。書類の見た目と法的拘束単位が乖離する点が最大の落とし穴。

FOR THE ENGINE

Overtime needs a **gating check before any threshold is read**: is there a valid, in-scope Article 36 agreement covering this worker's **workplace** and **type of work** today? Model it with an **effective/applicable-period window** and a **type-of-work scope** — the same way you already model hours-bank expiry. As a general rule, no valid agreement means a ceiling of zero, not the statutory default.
And bind at **workplace level** regardless of how the filing was submitted. A centrally-filed set of agreements is still *n* agreements, not one.