

On the contract-duration axis, Japan has only **two** states: fixed-term, or no fixed term.

Japanese law divides labor contracts on exactly one question: **is there a fixed term, or is there not?** **Workplace labels do not determine the contract-duration state.** 正社員, 契約社員, パート and アルバイト are workplace labels — the Part-Time and Fixed-Term Workers Act defines part-time workers and fixed-term workers *separately*, which is why a part-time worker can hold a labor contract without a fixed term, and a full-time worker a fixed-term one.

The division earns its place at the **exit**: a fixed-term contract has one door more, and both of its doors are regulated — ending it mid-term is **harder** than dismissing a worker on a contract without a fixed term, and letting it expire is not automatically the end of anything.

労働契約法上の区分は「期間の定めがあるか／ないか」の一点のみ。正社員・契約社員・パート・アルバイトは職場上の呼称であって法的な契約類型ではない（パート・有期法は短時間労働者と有期雇用労働者を別個に定義している）。この区分が効くのは出口の構造が異なるためで、有期契約は出口が一つ多い代わりに、期間途中は労契法17条1項（無期より厳しい）、満了時は同19条の規制を受ける。

ENTRY — WHAT IS ACTUALLY FIXED AT THE START · 開始時に確定すること

- 01 The only legal division 期間の定めの有無**
A fixed term, or no fixed term. The job title, working pattern and workplace label do not determine whether the labor contract has a fixed term.
- 02 Disclosure common to every contract 全契約共通の明示**
At conclusion, and at each fixed-term renewal, the **scope of possible changes to workplace and duties** must be stated. LSA Art. 15
- 03 Added for fixed-term contracts only 有期にのみ追加される明示**
At conclusion and each renewal: whether renewal is possible and the applicable renewal criteria; since April 2024, **any renewal cap** by number or total contract period must also be stated — introducing or lowering a cap later requires **the reason** to be explained in advance. **At each renewal that triggers conversion rights:** the opportunity to apply, and the conditions that would apply after conversion.

BESIDE IT · 呼称の軸

正社員・契約社員・パート
WORKPLACE LABELS — INFORMAL READINGS OF THREE INDEPENDENT AXES

NOT A CONTRACT TYPE

- **Term 期間の定め** — fixed term / no fixed term. **Labor Contracts Act.** This is the legal division on the contract-duration axis.
- **Hours 所定労働時間** — worker with a standard employment status / part-time worker 短時間労働者. Part-Time and Fixed-Term Workers Act.
- **Who employs 雇用主** — direct / dispatched 派遣. Worker Dispatching Act (→ separate note).

Outside this note: whether a difference in treatment is *unlawful* is a separate question under the Part-Time and Fixed-Term Workers Act, Arts. 8 and 9; Art. 14 separately requires explanation of treatment differences and their reasons (→ separate note).

THE EXITS 出口の構造	LABOR CONTRACT WITHOUT A FIXED TERM 無期労働契約	FIXED-TERM LABOR CONTRACT 有期労働契約
HOW IT CAN END	Dismissal; resignation; termination by mutual agreement; automatic termination (death, expiry of a leave-of-absence period); and mandatory retirement where a retirement age is set (→ note 04).	The same, plus expiry of the fixed term . One additional exit.
DISMISSAL BY THE EMPLOYER	LCA Art. 16 — objectively reasonable grounds, and appropriate in general societal terms. There is no "mid-term": the contract has no term.	Necessarily mid-term. LCA Art. 17(1) — "unavoidable circumstances." A higher bar than Art. 16, not a lower one.
EXPIRY OF TERM	No such exit exists. 雇止め has no meaning here.	Expiry is not a dismissal , and no dismissal rule attaches to it. What is tested is the <i>refusal to renew</i> , under LCA Art. 19.
IF THE EXIT IS BLOCKED	An invalid dismissal leaves the contract in force, unchanged.	The contract is deemed renewed on the same terms as before — it does not lose its fixed term.
WORKER'S OWN EXIT	Two weeks after notice. Civil Code Art. 627(1)	Bound by the term — except for a compelling reason Civil Code Art. 628, and, for contracts exceeding one year, at any time once one year has elapsed, subject to that provision's exclusions LSA Supp. Art. 137.

雇止め法理 — the expiry door is not free
DOCTRINE ON NON-RENEWAL · LCA ART. 19

Non-renewal is not dismissal. Art. 19 does not reclassify it — it asks whether it should be *judged like one*.

TWO LIMBS · EITHER SUFFICES 1 実質無期型 — renewals repeated to the point that *ending the contract by non-renewal* is socially equivalent to *dismissing* a worker on a contract without a fixed term. **2 期待保護型** — reasonable grounds to expect renewal.

WHAT IS WEIGHED Number and length of past renewals; what was said at conclusion and each renewal; whether the renewal procedure was substantive or a formality; whether the work is permanent rather than temporary.

WORKER MUST ACT The worker must apply for renewal **before** expiry, or to conclude a contract **without delay after** it — a requirement of the provision itself.

EFFECT Where a limb is met and the refusal lacks reasonable grounds and appropriateness, the employer is **deemed to have accepted** the application — the contract continues on the same terms, **including the same period**.

無期転換 — five years is a right, not an event
CONVERSION TO A CONTRACT WITHOUT A FIXED TERM · LCA ART. 18

NOT AUTOMATIC Exceeding five years in aggregate creates a **right to apply**. The application converts the contract; the employer is deemed to have accepted and **cannot refuse**. Oral application is valid; writing is safer.

WHEN IT BITES Effect runs from the **first day of the next contract period**.

WHAT CHANGES Unless otherwise agreed, conditions after conversion are **the same as before**. Conversion changes the term — not the status, the pay or the duties.

SPECIAL RULES Fixed-term workers with expert knowledge, etc., and certain workers continuously employed after mandatory retirement, may be subject to special rules where the employer's employment-management plan is **certified by the Director of the Prefectural Labour Bureau**. University researchers and teachers have a ten-year threshold under a separate statute.

THE FIXED-TERM-SPECIFIC PROCEDURAL LAYER · 有期にのみ付随する手続規制				
Non-renewal notice At least 30 days before expiry where the contract has been renewed three or more times, or the worker has been continuously employed for over one year — unless it was made clear in advance that it would not be renewed . MHLW standard under LSA Art. 14(2).	Reason on request A certificate stating the reason for non-renewal must be issued if the worker asks for it.	LCA Art. 17(2) The employer must take care not to set terms shorter than necessary and then repeat renewals of them.	Anti-avoidance Non-renewal, or a renewal cap introduced after the fact, aimed at preventing conversion rights from arising may be impermissible.	
The trap: the five-year clock is not a sum. A gap between contracts of six months or more resets the aggregate — and where the preceding aggregate is under one year , a shorter graduated period is enough to reset it. A relationship that looks continuous can have a legal aggregate that started over; a period of leave with the contract still on foot continues to count. 通算契約期間は単純合計ではない。空白6か月以上でクーリングが成立し、直前の通算契約期間が1年未満なら省令の段階的基準によりさらに短い空白でもリセットされる。逆に育児休業等で契約が継続していれば通算される。				
Fixed-term ≠ non-regular 有期＝非正規、ではない	No fixed term ≠ regular employee 無期＝正社員、ではない	Mid-term dismissal ≠ easier 期間途中の解雇はむしろ厳しい	Non-renewal ≠ dismissal 雇止めは解雇ではない（19条で解雇に準じて審査されるだけ）	Five years ≠ automatic conversion 5年で自動的に無期にはならない

FOR THE ENGINE

Contract type is a boolean — **term / no term** — and almost nothing else about the worker follows from it. Keep the workplace label in a separate field and never derive the contract type from it: "パート" says nothing about whether a term exists.

The five-year aggregate is not a running total: model it as an accumulator with reset events, where the reset threshold itself depends on the accumulated value at the time of the gap. Renewal expectation cannot be a stored flag — it is inferred from the renewal history and the wording used at each renewal. Keep that history; it is the evidence.