

Two things are labeled "agreement." Only one sits in the **hierarchy**. The other stands beside it.

Japanese labor rules stack in a defined order of precedence — a lower rule is constrained by the applicable higher norms above it. But the **Labor-Management Agreement** (of which the Article 36 agreement is one) is **not a rung on this ladder**. Many labor-management agreements operate as statutory exception mechanisms under the Labor Standards Act. The Article 36 agreement is the clearest example and has an exemption-from-penalty effect. Treating one as "the top layer that overrides the rest" is the classic misread — and it is why overtime needs two things, not one.

労働法規は上位規範が下位を制約する序列で積み上がる。しかし労使協定（36協定等）はこの序列の一段ではなく、労働基準法上の一般的禁止に対する「例外を可能にする別枠の仕組み」（36協定は免罰的効果を持つ）。序列の最上位と誤読しやすい。

THE HIERARCHY — LOWER RULES ARE CONSTRAINED BY APPLICABLE HIGHER NORMS · 効力の序列



BESIDE THE LADDER · 序列の外

労使協定

Labor-Management Agreement

NOT A LAYER — A SEPARATE MECHANISM

It does not rank above or below anything. Many labor-management agreements operate as **statutory exception mechanisms**: when their conditions are met, they let the employer use a permitted **exception** to a general prohibition in the Labor Standards Act. The Article 36 agreement is the clearest example — it has an **exemption-from-penalty effect** under the Act.

EXAMPLES OF THE MECHANISM

- **Article 36 agreement** — overtime work / work on days off
- **Variable Working Hours Systems** — some require a written labor-management agreement
- **Flextime system** — settlement-period hours
- **Simultaneous-break waiver** — staggered breaks
- **Wage-deduction agreement** — partial deductions from wages

It permits — it does not command

A valid Article 36 agreement, once filed, allows the employer to have workers perform overtime work or work on days off within the agreement and statutory limits, without violating the relevant working-hours and days-off provisions of the Labor Standards Act. But it **does not, by itself, oblige any individual to work it**. The private-law duty to obey an overtime order must exist **separately** — in the Rules of Employment (04) or the Individual Labor Contract (05).

FOR THE ENGINE

Overtime is authorized only when **both** are present at once: (1) a valid Article 36 agreement — a public-law authorization, filed for the relevant workplace, specifying the range of workers and a one-year applicable period; **and** (2) a private-law **obligation** somewhere in the hierarchy (Rules of Employment or Individual Labor Contract). Model them as two independent gates. The authorization without the obligation still leaves nothing to enforce; the obligation without a valid, in-force agreement is unlawful to act on.