

Termination is not one category. Two labelling systems cross it — neither sits inside the other.

A single "terminated" flag is not sufficient for Japan. **What ends the contract** — a worker's resignation, a mutual agreement, an employer's dismissal, or automatic termination — fixes the legal basis and the procedure that must be followed. **Separately, the employment-insurance reason code** fixes the worker's benefit position. The two are set under different statutes and do not map one-to-one.

The clearest break in the mapping is a dismissal for serious cause attributable to the worker（重責解雇）: it remains an employer-initiated dismissal on Axis 1, but carries a three-month benefit restriction on Axis 2.

雇用終了は、①誰の行為で終わるか（辞職／合意解約／解雇／自動終了）という労働契約法上の法的性質と、②雇用保険上の離職理由（自己都合／会社都合）という給付上の区分が、別々の法律で独立に決まる。両者は入れ子ではなく交差する。自己の責めに帰すべき重大な理由による解雇（いわゆる重責解雇）は、使用者による解雇でありながら、雇用保険上は3か月の給付制限を受ける。これが二つの軸が別物であることを示す典型例。なお給付上は会社都合が概ね優遇される（詳細は雇用保険の稿）。

AXIS 1 – WHAT ENDS THE CONTRACT

・ 契約を終わらせる行為（法的性質）

01 Resignation 辞職 Worker's unilateral declaration. Without a fixed term, the contract ends two weeks after notice — the Rules of Employment cannot lengthen this against the worker. Civil Code Art. 627(1) . For most fixed-term contracts exceeding one year, the worker may resign at any time once one year has elapsed, subject to the statutory exclusions in LSA Supp. Art. 137.
02 Termination by mutual agreement 合意解約 An employer's recommendation to resign（退職勧奨） is not a dismissal . It is a proposal to end the employment relationship by agreement, and the worker is free to refuse. An application for termination by mutual agreement may generally be withdrawn before acceptance; a unilateral resignation, once effective as a notice, generally cannot be withdrawn without the employer's consent.
03 Dismissal 解雇 Employer's unilateral termination. Three types, below — all of them sit under LCA Art. 16, and all of them carry the procedural layer.
04 Automatic termination 自然退職・自動退職 No declaration by either party: death; expiry of a leave-of-absence period fixed in the Rules of Employment; expiry of a fixed term (→ separate note); mandatory retirement age (→ separate note). Not a dismissal — the dismissal procedures do not attach.

THE THREE DISMISSAL TYPES 解雇の3類型	LEGAL BASIS	WHAT IS ACTUALLY TESTED
Ordinary dismissal 普通解雇	LCA Art. 16	Capability, health, breach of contractual duty.
Redundancy dismissal 整理解雇	LCA Art. 16 + case-law factors	Business grounds, not the worker's conduct. Four factors (→ note 06).
Disciplinary dismissal 懲戒解雇	LCA Art. 15 + Art. 16	Grounds must be set out in the Rules of Employment <i>in advance</i> and made known. Some Rules of Employment provide a lighter, non-statutory disciplinary measure such as 諭旨解雇 or 諭旨退職; its effect depends on the applicable rules (→ note 07).

FIXED-TERM OVERLAY – DISMISSAL DURING THE CONTRACT TERM 有期・期間途中

LCA Art. 17(1) adds a higher threshold: "unavoidable circumstances." This is an **additional restriction, not a fourth dismissal type**.

THE DISMISSAL-SPECIFIC PROCEDURAL LAYER				
・ 解雇にのみ付随する手続規制				
LSA Art. 20 At least 30 days' advance notice, or dismissal notice allowance for all or part of the shortfall. Subject to the exclusions in Art. 21. Immediate dismissal under the Art. 20 proviso requires prior determination by the competent Labour Standards Inspection Office.	LSA Art. 19 No dismissal while absent from work for medical treatment for a work-related injury or illness, and for 30 days thereafter; the same applies to pre- and post-natal leave.	LSA Art. 22 On request, a certificate stating the reason for dismissal must be issued.	LSA Art. 89(iii) Grounds for dismissal are a mandatory item of the Rules of Employment.	Prohibited grounds LSA Arts. 3 and 104; Equal Employment Opportunity Act 9; Child Care and Family Care Leave Act Art. 10; Labor Union Act Art. 7; Whistleblower Protection Act.

The trap: the notice allowance is not a purchase price. LSA Art. 20 is a **procedural** rule about timing and money. LCA Art. 16 is a **substantive** rule about whether the dismissal stands at all. A dismissal with the full 30 days' allowance paid is still invalid if it lacks objectively reasonable grounds. And the pressure to relabel a separation as self-initiated comes from Axis 2, not Axis 1: the recorded separation reason can affect an employer's eligibility for certain employment-related subsidies.

解雇予告手当を支払っても労契法16条の実体審査は残る（前者は手続規制、後者は実体規制）。また会社都合離職の計上は各種助成金の不支給要件に触れうるため、実務では離職理由の付け替え圧力が生じる。

FOR THE ENGINE

Termination needs **two independent fields, not one enum**: a legal-basis code (resignation / mutual agreement / dismissal—ordinary / dismissal—redundancy / dismissal—disciplinary / automatic) and an insurance reason code (self-initiated / employer-initiated / specific-reason). Do not derive the second from the first — disciplinary dismissal breaks the mapping, and a separation coded employer-initiated is not necessarily a dismissal at all.

Attach the Art. 19 / 20 / 22 checks to the dismissal branch only — automatic termination and mutual agreement do not carry them. Validate the branch before evaluating any procedural rule.

AXIS 2 – BESIDE IT

・ 給付の軸

離職理由

BENEFIT-SIDE SEPARATION CLASSIFICATION

NOT A SUB-LEVEL OF AXIS 1

COMMON TO ALL A seven-day waiting period applies regardless of the separation reason. The classification determines what happens after that.

- Voluntary separation without a justifiable reason 自己都合** — normally a one-month benefit restriction after the waiting period. Three months in specified repeat-voluntary-separation cases within the preceding five years, or where the separation is a dismissal for serious cause attributable to the worker（重責解雇）. Lifted where the worker undertakes qualifying education or training.
- Employer-initiated 会社都合** — bankruptcy, and dismissal other than for serious cause attributable to the worker, plus separations treated as forced. No benefit restriction, and generally longer benefit duration: **the more favourable position on this axis** (→ separate note).
- Specific-reason 特定理由離職者** — non-renewal of a fixed term where the worker had sought renewal but no agreement was reached, or resignation with legitimate cause. Employer-side / involuntary — often called 会社都合 in practice.

Where the axes cross: a disciplinary dismissal for serious cause attributable to the worker is a *dismissal* on Axis 1, but carries the benefit restriction like a voluntary resignation on Axis 2.

自己の責めに帰すべき重大な理由による解雇（いわゆる重責解雇）は、解雇でありながら雇用保険上3か月の給付制限を受ける。

LSA = Labor Standards Act (労働基準法); LCA = Labor Contracts Act (労働契約法). Mandatory retirement and re-employment, and the non-renewal of fixed-term contracts, are treated in separate notes. This note reflects the statutory framework as of August 2026; applicable collective agreements and rules of employment may provide higher standards, and future amendments may change the framework. General information, not legal advice. Key statutory terminology follows the Japanese Law Translation Database System (JLTT).