

Two documents are folded into one sheet.

Neither of them is what creates the contract.

The 労働条件通知書 discharges a **public-law disclosure duty**: the employer must clearly indicate prescribed working conditions when the contract is concluded, and specified core items must be provided in writing or an approved electronic form. The 雇用契約書 records a **private-law agreement** on those contents. In practice the two are issued as a single combined sheet — which conceals that they rest on different statutes, are satisfied by different acts, and fail independently of each other.

And neither is a formation requirement. A labor contract is formed by agreement alone. A signed sheet is evidence: its absence is not a defence, and its presence does not cure a failure to disclose.

労働条件通知書は労基法15条1項に基づく公法上の明示義務の履行であり、使用者の一方的行為で足りる（労働者の合意・署名は義務の成立要件ではない）。雇用契約書は労働契約の内容について合意したことを証拠化する私法上の書面。実務では「労働条件通知書兼雇用契約書」として1枚にまとめられることが多いが、根拠法も違反の効果も異なる。そして、いずれも契約の成立要件ではない。

ONE SHEET, TWO FUNCTIONS 1枚・2機能	労働条件通知書 NOTICE OF WORKING CONDITIONS	雇用契約書・労働契約書 WRITTEN LABOR CONTRACT
LEGAL FUNCTION	Discharges a duty to disclose . Public law.	Evidences an agreement on the contents of the contract. Private law.
BASIS	LSA Art. 15(1); Ordinance Art. 5	LCA Art. 6. Art. 4(2) asks both parties to confirm the contents in writing <i>so far as possible</i> — a request, not a condition.
WHOSE ACT	The employer's alone . The worker's consent and signature are not elements of it.	Both parties . The agreement is the substance; the sheet is only the record of it.
FORM	Writing — for the Tier 1 items only (see right). By electronic means where the worker so requests <i>and</i> a written document can be produced from it.	No prescribed form.
IF IT IS MISSING	The duty is breached — a fine of up to ¥300,000 LSA Art. 120(i). The contract still stands .	Nothing is void. The contract stands; proving what was agreed simply becomes harder.
FORMATION	Neither is a formation requirement . The labor contract is formed by the agreement of the parties; no writing is constitutive of it.	
WHEN THE DUTY BITES	明示義務は3つの時点で、別々の法律から生じる	NOT ONE LIST · 明示事項の3層

01 At recruitment 募集時 — Employment Security Act Conditions must be stated when advertising or recruiting; since April 2024 this includes the scope of possible changes . If they change before conclusion, the change itself must be stated. Where nothing is stated at conclusion, what was advertised may be treated as the contract's contents .
02 At conclusion 締結時 — LSA Art. 15(1) The core duty, and the one with the penalty. It applies again at each renewal of a fixed-term contract, because each renewal is a conclusion (→ note 07).
03 Promptly after hiring 雇入れ後速やかに — Part-Time and Fixed-Term Workers Act For part-time and fixed-term workers, four further items must be stated by document: whether there is 昇給 , 退職手当 , 賞与 , and the consultation contact point . From 1 October 2026 a fifth is added — that the worker may request an explanation of the content of and reasons for differences in treatment (→ separate note).

明示事項 LSA ART. 15 BASELINE — THREE TIERS, THREE STRENGTHS
STRENGTH DIFFERS BY ITEM
• Tier 1 — must be in writing. Contract period; renewal criteria and any renewal cap (→ note 07); place of work and duties, <i>and the scope of changes to both</i>; hours, overtime, breaks, days off, leave, shift arrangements; how wages are determined, calculated and paid, with closing and payment dates; matters concerning 退職, <i>including grounds for dismissal</i> (→ note 04). • Tier 2 — must be stated, but not in writing. 昇給 — pay increases. Easily missed, because it sits inside the wage item yet is carved out of the writing requirement. • Tier 3 — only where such a rule exists; may be oral. 退職手当; bonuses and temporary wages; minimum wage amount; meal and work-supply costs borne by the worker; safety and health; vocational training; compensation for injury; awards and sanctions; 休職.

相違があったとき — what the worker gets, not what the employer owes WHERE THE STATED TERMS DIFFER FROM THE ACTUAL ONES · LSA ART. 15(2)(3)
IMMEDIATE TERMINATION Where conditions stated under Art. 15(1) differ from the facts , the worker may terminate the labor contract immediately — without the two weeks that Civil Code Art. 627(1) would otherwise require.
TRAVEL EXPENSES · 帰郷旅費 The employer must bear the necessary travel expenses, but only where all four hold : 1 the conditions stated under Art. 15(1) differ from the actual ones; 2 the worker terminates immediately under Art. 15(2); 3 the worker had changed residence in order to take up the work ; and 4 the worker returns home within 14 days of the termination.
PENALTY Failure to disclose is punishable by a fine of up to ¥300,000. But the contract is not void — breach of the disclosure duty does not undo what was agreed.

書いてあっても効かない — written, but overridden THE SHEET SITS AT THE BOTTOM OF THE HIERARCHY · → NOTE 03
LSA ART. 13 A term below the LSA standard is void as to that part; the LSA standard applies in its place.
LCA ART. 12 A term below the Rules of Employment is void as to that part; the Rules apply in its place.
LABOR UNION ACT ART. 16 A term contrary to an applicable collective agreement is void; the agreement's standard applies instead. Note the wording — <i>contrary to</i> , not <i>below</i> .
LCA ART. 7 Conversely, reasonable Rules of Employment made known to workers become the contents of the contract — so terms the sheet never mentions may still bind. Where the parties agreed otherwise, that agreement governs, except where Art. 12 bites.
NOT ALL ONE-DIRECTIONAL Against the LSA and the Rules of Employment the effect is one-directional — both set floors , so the sheet may only improve on them. A collective agreement is different: the prevailing view denies the 有利原則, so a term departing from it may be void even where it is more favourable .

WHERE THE WORKER IS A FOREIGN NATIONAL · 外国人を雇用する場合に加わるもの

Language State the conditions in a way the worker can actually understand — their own language, or plain Japanese. An effort duty under the applicable guideline.	Take-home pay Explain tax, labour and social insurance contributions, and deductions made under a labor-management agreement, so that the amount actually received is clear.	Recruiting from abroad Make the allocation of travel and repatriation costs, and housing arrangements, clear in advance as part of the recruiting conditions.	Status of residence Confirm that the work to be performed after hiring is permitted under the worker's status of residence.	Notification · 届出 Hiring and separation of a foreign national must be notified to Hello Work . This is a duty, not a courtesy: failure is punishable by a fine of up to ¥300,000.
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The trap: combining the two documents does not combine the compliance. 労働条件通知書兼雇用契約書 is one sheet doing two jobs, and each job is still tested on its own terms. A worker's signature does not cure an omitted disclosure item, and a complete disclosure does not by itself evidence agreement to anything. **CASE-LAW CONSEQUENCE:** If no different terms are agreed at hiring, recruitment terms may become part of the labor contract.

兼用書式でも審査は別々。署名があっても明示漏れは治癒せず、明示が完全でも合意の証拠になるわけではない。締結時に明示がなければ、募集時に示した条件が契約内容と解される場合がある。

Notice ≠ contract 通知書は契約書ではない	Signature ≠ compliance 署名は明示義務の履行ではない	No document ≠ no contract 書面がなくても契約は成立する	Written ≠ enforceable 書いてあっても上位規範に反すれば無効
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FOR THE ENGINE Model the sheet as two records, not one : a disclosure event — what was stated, when, in what form, in which language — and an agreement record — what both sides assented to. They are validated against different rules and fail independently , so a single "contract signed" flag cannot answer either question. Validate disclosure item by item against the tier it belongs to, not against one list: three of the tiers carry different form requirements. Re-run the check at every fixed-term renewal. And keep both records — LSA Art. 109 requires documents important to the employment relationship to be retained for five years (three for the time being).
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