

# Work Regulations for National University Corporation the University of Osaka Part-time Staff (Temporary Full-time Education and Research Staff)

***Note: The document below is an English translation of the University Work Regulations, originally composed in Japanese. The English version of the Work Regulations has been provided merely as a reference for international researchers and employees. Therefore, it should not be considered an official employment contract. Please note that any and all official employment contracts are concluded solely on the basis of the Japanese version of the Work Regulations.***

## Chapter 1: General Provisions

### (Purpose)

Article 1: The purpose of these regulations shall be to define matters pertaining to work-related issues for members of part-time staff (hereinafter referred to as "Employee(s)") who shall be employed by National University Corporation the University of Osaka (hereinafter referred to as "The University") for a certain period to be involved mainly in education and research or medical care (which shall be limited to doctors and dentists) such as work conditions and duties of full-time staff in accordance with the regulations stated in Article 89 of The Labor Standards Law (Law No. 49 of 1947, hereinafter referred to as "The LSL") whose regular working hours are the same as those for full-time staff who are regularly involved in the relevant work at The University (hereinafter referred to as "Full-time Employee(s)").

2. Employees shall be employed only in cases of temporarily increased workloads resulting from Full-time Employees to maintain and improve the standards of education, research or medical treatment that The University should provide and the employment of said Employees deems high-degree of necessity as well as in most urgency.

### (Period of Employment Contract)

Article 2: The period of employment contract shall be less than 3 years or 5 years (for Employees defined as having an advanced expert knowledge in Item 1, Paragraph 1, Article 14 of The LSL (hereinafter referred to as "Advanced Specialist")) and specified on an individual basis.

2. The employment contract may be renewed, provided that, with the exception of the case expressly considered necessary by The University, the period of such contract shall not exceed 5 years including such renewal terms.

3. Notwithstanding the preceding paragraph, the employment contract shall not be renewed in cases where any of the circumstances in defined in the provisions of Paragraph 1, Article 16 arises or the relevant work is no longer required.

4. In addition to the case defined in the preceding 3 paragraphs, the employment contract shall not be entered into or renewed after the first 31 March following the 65 birthday of the Employee. The University may, however, make special exceptions to the preceding provision.

5. In addition to the case defined in the four paragraphs above, the period of employment contract shall be defined in the regulations pertaining to contract period of National University Corporation the University of Osaka Fixed-term Staff, etc. (Relationship with Laws and Ordinances)

Article 3: All matters not defined within these regulations and/or all other related and attached regulations shall be determined in accordance with The LSL and other relevant and pertinent laws and ordinances.

### (Adherence to Regulations)

Article 4: The University and Employees shall observe these regulations in good faith.

## Chapter 2: Personnel Affairs

### Section 1: Employment

#### (Employment)

Article 5: Employees shall be employed based on a process of selection.

2. Persons wishing to apply for employment as Employees shall submit the following to The University:

- (1) Curriculum vitae (in the format prescribed by The University).
- (2) Other documents requested by The University.

(Clear Indication of Labor Conditions)

Article 6: Persons considered for employment as Employees shall be sent written notice of the matters pertaining to the following labor conditions: clear indication of other labor conditions shall be made verbally or in writing.

- (1) Matters relating to salary
- (2) Matters relating to the workplace and the content of work to be performed
- (3) Matters relating to the duration of valid employment contract and renewal (including the reason in cases where the contract will not be renewed)
- (4) Matters relating to starting and finishing times of work, work in excess of the prescribed working hours, break, holidays and leaves
- (5) Matters relating to retirement (including reasons for dismissal)

(Documents Submitted)

Article 7: Persons employed as Employees shall submit the following documents to The University promptly after employment:

- (1) Written pledge
  - (2) Certification of paragraphs recorded in the resident's card
  - (3) Other documents requested by The University
2. In cases of failure to submit the documents, or in cases where said documents are incomplete, employment may be withdrawn.
3. In cases where changes occur in the content recorded in documents submitted in accordance with No. 2 and 3, Paragraph 1, said changes shall be promptly reported and registered.

(Assumption of Post)

Article 8: Employees shall assume assigned posts promptly after employment.

(Positioning of Employees)

Article 9: The positioning of Employees shall be determined by The University based on factors such as necessity and the suitability of Employees posted.

2. The University may assign Employees to overseas centers or facilities that it deems to be equivalent to such centers.
3. Matters pertaining to salary and working hours of Employees subject to assignment in overseas centers or facilities in accordance with the preceding paragraph shall be handled depending upon the actual state of the individual overseas center and facility, in consideration of the salary conditions of said Employees as well as local laws and circumstances, without applying these regulations (including relevant regulations).

(Probation Period)

Article 10: Employees shall be subject to probation periods of 3 months commencing on the first day of employment. The University may however, based on determination of necessity, reduce or extend said probation periods.

2. In the event that Employee commits any of the following acts or falls into any of the following categories during the probation period, said Employee shall be either dismissed or subject to refusal of employment upon expiry of the probation period.
  - (1) Poor work record
  - (2) Physical or mental illness
  - (3) Other acts or states unbecoming Employees
3. The regulations defined in Paragraph 2 of Article 16 shall be enacted in the event of dismissal of Employees within the probation of period (excluding cases where said probation period has not elapsed 14 days) or refusal of employment to said Employees upon expiry of the probation period as defined in prescribed the preceding paragraphs.
4. The regulations defined in Article 17 shall be enacted in the event of dismissal of Employees within the probation period or refusal of employment to said Employees upon expiry of the probation period as defined in Paragraph 2 of this Article.

Section 2: Leave of Absence

#### (Leave of Absence)

Article 11: Employees to whom any of the following apply shall be assigned a leave of absence:

- (1) Employees requiring extended leave due to physical or mental illness
- (2) Employees subject to criminal prosecution such as would interfere with the normal implementation of assigned duties
- (3) Employees whose life or death or whereabouts cannot be determined as a result of natural calamities such as flood or fire
- (4) Other special cases recognized as necessary by The University

2. The preceding paragraphs shall not apply to Employees undergoing probation periods.

#### (Duration of Leave of Absence)

Article 12: The duration of periods of leave of absence granted for the reasons detailed in Paragraph 1 of the preceding Article shall be, determined on an individual basis with the proviso that the duration shall not exceed the period of employment contract.

2. During the period of absence of leave, Employees shall retain the status as such but shall not be engaged in work.

3. During the period of absence of leave, Employees shall not be paid.

#### (Reinstatement)

Article 13: In cases where the reasons for leave of absence stated in Paragraph 1, Article 11 cease to be valid within the duration of leave of said leave of absence, Employee on leave of absence shall be promptly reinstated.

2. The regulations defined in the preceding paragraph do not allow for exemption, within said period of leave of absence, from punitive measures in accordance with the terms and provisions of Article 31 of Employees taking leave of absence for the reasons stated in Item 2, Paragraph 1, Article 11.

### Section 3: Retirement

#### (Retirement)

Article 14: Employees falling into any of the following categories shall be deemed to have retired from The University on the date stated in said categories:

- (1) When the employment contract has expired (with the exception of cases in which the contract is renewed), Employees shall be deemed to have retired on the expiration date.
- (2) Deceased Employees shall be deemed to have retired on the date of said demise.
- (3) Employees submitting application for retirement in accordance with the following Article shall be deemed to have retired on the date recognized by The University as the date of retirement.
- (4) Employees appointed to the Board of Trustees shall be deemed to have retired on the day immediately preceding the date of appointment.
- (5) Employees renewing work agreements shall be deemed to have retired on the day immediately preceding the first day of employment under the new agreement.
- (6) Employees standing as candidates for public office shall be deemed to have retired on the date of declaration of said candidacy.

#### (Retirement for Personal Reasons)

Article 15: In cases where Employee wishes to retire for personal reasons, said Employee shall submit to The University a request for retirement no later than 14 days prior to the scheduled date of retirement. The University may, however, make special exceptions to the preceding provision.

### Section 4: Dismissal

#### (Dismissal)

Article 16: In cases where Employee is falling into any of the following categories, the employment contract shall not be renewed and the Employee shall be dismissed even before the expiration of the employment contract.

- (1) Employees with a poor work record
- (2) Employees with mental or physical impairment that interferes with the execution of duties or those

unable to cope with said mental or physical impairment.

(3) Employees on leave of absence for the reasons stated in Item 1 through 4 of Paragraph 1, Article 11 in cases where the reason for said leave of absence fails to be resolved or become invalid with the duration of leave of absence determined in accordance with the terms and provisions of Paragraph 1, Article 12.

(4) Employees sentenced to prison terms.

(5) Employees otherwise lacking the necessary qualifications or suitability to fulfill implementation of duties.

(6) Cases in which dismissal is deemed unavoidable for administrative or work-related reasons.

2. When not intending to renew the employment contract or to dismiss the Employee for the reasons specified in the terms and provisions of the preceding paragraph (except for Item 4), The University shall give prior notice in accordance with the terms and provisions of Article 1 of the "Conclusion, Renewal and Discontinuation of Limited Term Employment Contracts" (2003, Notice No. 357, Ministry of Health, Labour and Welfare) and Articles 20 and 21 of The LSL. The same shall apply in cases where The University will not renew the employment contract for the reason that the relevant work is no longer required in accordance with the provisions of Paragraph 3, Article 2.

3. In cases of non-renewal or dismissal in accordance with the terms and provisions of Paragraph 1 above (with the exception of Item 4), Employee subject to such measures shall be accorded an opportunity to appeal.

#### (Restrictions on Dismissal)

Article 17: Notwithstanding the terms and provisions of Paragraph 1 of the preceding Article, Employees shall not be dismissed within any of the periods defined hereunder.

(1) Leave of absence for the purpose of treatment of injuries or illness incurred in the course of work and a period of 30 days after said leave of absence.

(2) Pre/post maternity leave defined by Article 65 of The LSL and a period of 30 days after said leave.

2. The regulations defined in the preceding Article do not prevent from the assumption that the relevant Employee shall have retired from The University upon expiration of the employment contract under the provision of Item 1, Article 14.

#### (Obligations and Responsibilities of Retirees)

Article 18: Employees retiring or dismissed from The University shall promptly return all equipment, documents and other articles in their possession and, in cases where said Employees bear duties and responsibilities in respect of The University, shall, furthermore, complete such duties and responsibilities prior to the date of relinquishment of position.

2. Employees intending to retire from The University shall complete procedures for the handover of responsibilities and duties to their successor by the date prescribed.

#### (Certificate of Retirement)

Article 19: Employees either retiring, whose employment contract has not been renewed or dismissed from The University (including Employees scheduled for non-renewal of the employment contract or dismissal) may request certification of all or part of the following paragraphs: such certification shall be promptly presented to such Employees upon receipt of said request.

(1) Period of employment

(2) Classification of duties and position

(3) Salary

(4) Reason for retirement (reasons for non-renewal of employment contract or dismissal)

### Chapter 3: Salary

#### (Salary)

Article 20: The salary for Employees shall be specified separately.

### Chapter 4: Duties

#### (Devotion to Duties)

Article 21: Employees shall be aware of the communality of the mission and duties of a national university defined in the National University Corporation Law (Law No. 112 of 2003) and shall implement their duties with fairness and in good faith, demonstrating devotion to said duties.

2. Employees shall not offend against the interests of The University.

(Attitude toward Duties)

Article 22: In the implementation of duties, Employees shall observe all rules and regulations defined both by [laws and ordinances] and The University and shall follow orders given by superiors.

2. Employees shall constantly strive to improve efficiency and work procedures and, in sense of mutual cooperation, shall make every effort to ensure that work is carried out in a proper and appropriate manner.
3. Immediate manager shall show proper respect for the Employees.

(Prohibition of Acts Leading to Loss of Trust)

Article 23: Employees shall refrain from any of the following acts.

- (1) Acts that may bring the honor of The University into disrepute or any other acts that may lead to a loss of trust.
- (2) Acts that may disrupt the order, discipline or rules of The University.

(Duty to Protect Privileged Information)

Article 24: Employees shall not disclose or allow to be leaked any confidential information coming into the possession of said Employees during the course of the performance of duties. The preceding shall not, however, apply in cases where Employees give testimony as witnesses or experts in accordance with the law and with the express permission of The University.

2. The preceding regulations shall remain in force even after the retirement or dismissal of Employees.

(Distribution/Posting of Documents, Convening of Meetings)

Article 25: In cases where Employees carry out distribution of documents or drawings within the grounds or facilities of The University (hereinafter referred to as "university grounds and facilities"), said Employees shall ensure that such distribution shall not interfere with the normal execution of work and duties.

2. Distribution of documents or drawings in the preceding paragraph falling into any of the following categories shall be prohibited.
  - (1) Documents or drawing that may interfere with the normal implementation of the work of The University.
  - (2) Documents or drawings that which the terms and provisions of Article 23 preceding apply.
  - (3) Documents or drawings that infringe upon public order and standards of decency.
  - (4) Any other documents or drawings that may interfere with the work of The University.
3. Documents or drawings posted by Employees in university grounds and facilities shall be posted in the places designated with permission obtained from The University.
4. The regulation defined in Paragraph 2 shall apply to documents or drawings posted in accordance with the preceding provision.
5. Employees shall refrain from non-work related meetings, speeches or to broadcasts on campus without the permission of The University.

(Prevention of Harassment)

Article 26: Employees shall not engage in any acts of harassment prescribed in Article 2 of the Regulations for the Prevention of Harassment at the University of Osaka

2. In order to ensure and maintain a satisfactory workplace environment, The University shall implement measures aimed at the prevention of acts of harassment prescribed in the preceding paragraph.

(Code of Ethics)

Article 27: Employees shall conform to the National University Corporation the University of Osaka Regulations Governing Ethics in the performance of duties.

Chapter 5: Working Hours, Public Holidays and Leave

(Working Hours, Public Holidays and Leave)

Article 28: The working hours, public holidays and leave for Employees shall be defined separately.

Chapter 6: Training

(Training)

Article 29: With the aim of improving knowledge and skills necessary in the performance of duties, Employees shall conform to instructions to participate in research and training.

2. Employees may have opportunities upon approval of their superiors for training outside of regular working place with proviso that it will not interfere with the performance of the relevant work and duties.

Chapter 7: Awards

(Awards)

Article 30: Awards shall be bestowed upon Employees falling into any of the following categories.

- (1) Employees that has made great contributions toward improvements in efficiency
- (2) Employees that has made special contributions toward the prevention or suppression of disasters or accidents
- (3) Employees who have made meritorious contributions worthy of commendation that serve as an example to other Employees

Chapter 8: Punitive Measures

(Punitive Measures)

Article 31: Employees who falls into any of the following categories shall be subject to punitive measures.

- (1) Employees taking leave without valid reason and without permission and who fails to respond to demands to resume duties
  - (2) Employees neglecting the duties by frequent absence, tardiness or who frequently leave early without valid reason
  - (3) Employees who causes damage to The University either deliberately or through gross negligence
  - (4) Employees committing criminal acts such as theft, embezzlement or infliction of bodily harm
  - (5) Employees involved in defamatory acts that damage the reputation, honor or trust of The University
  - (6) Employees causing disruption in the order, rules or regulations of The University
  - (7) Employees who has deliberately falsified the resume
  - (8) Employees committing acts of harassment prescribed in Paragraph 1, Article 26
  - (9) Employees in violation of other laws, ordinances or rules and regulations of The University, or Employees who has committed acts falling into any of the preceding paragraphs
2. The following punitive measures may be taken against offending Employees and shall be proportionate to the severity of the offence defined in the preceding paragraphs.
    - (1) Admonition: in cases of minor infringements, the offending Employee shall submit a written apology and shall be issued a warning
    - (2) Salary cuts: in cases of relatively minor infringements, the offending Employee shall submit a written apology and shall be subject to partial reduction in salary. A single salary cut shall not, however, exceed one half of the average salary for 1 day as defined in Article 12 of The LSL, and the total shall, furthermore, not exceed one tenth of the salary paid for 1 term
    - (3) Suspension: in cases of infringements of deemed to be more serious in nature than a minor infringement, the offending Employee shall submit a written apology and shall, furthermore, be suspended from work without pay for a period of 1day or more and 1 year or less
    - (4) Dismissal under instruction: in cases of infringements of a sufficiently serious nature to render continued employment difficult, where, however, extenuating circumstances exist, the offending Employee shall be dismissed after being instructed to tender their resignation
    - (5) Punitive dismissal: in cases of infringements of a sufficiently serious nature to render continued employment difficult and no extenuating circumstances exist, the offending Employee shall be summarily dismissed without warning. This provision shall also apply to offending Employee who fails to act on advice to tender resignation as detailed in preceding paragraph.
  3. The regulation defined in Paragraph 3, Article 16 shall apply in cases of punitive measures taken in accordance with the preceding paragraphs. This shall not apply, however, in cases of punitive measures taken against Employees within probation period in accordance with the terms and provisions of Paragraph 1, Article 10.
  4. The regulation defined in Article 17 shall apply in cases where punitive measures are taken in accordance with the terms and provisions defined in Item 4 and 5, Paragraphs 2 of this Article.

(Reprimands)

Article 32: In addition to the cases cited in the preceding Article, for the purposes of ensuring strict performance of duties and maintaining discipline, Employees may, where deemed necessary, be subject to reprimands, strict warning or warning (hereinafter referred to as “reprimands”).

(Compensation for Damages)

Article 33: Employees causing damage to The University either deliberately or through negligence in addition to punitive measures or reprimands defined in Article 31 and the preceding article, may be liable to compensate for all or part of said damage.

Chapter 9: Safety and Health

(Measures for the Maintenance of Safety and Health)

Article 34: In accordance with The Industrial Safety and Health Law (Law No. 57 of 1972) and other relevant and pertinent laws and ordinances, The University shall implement measures to ensure the promotion of the health of Employees and the prevention of hazards (including necessary preventative measures pertaining to hygiene, hereinafter referred to as “safety and health management measures”).

2. Employees shall observe the laws and regulations pertaining to management of safety, health and hygiene, comply with orders and instructions relating to the same issued by the superiors and shall cooperate with safety and health maintenance measures implemented by The University.
3. In addition to the provisions of preceding 2 paragraphs, safety and health management measures shall be in accordance with The National University Corporation the University of Osaka Safety and Health Management Regulations.

(Education Pertaining to Safety and Health)

Article 35: Employees shall undergo training and education pertaining to safety and health conducted by The University.

(Measures for Emergencies and Disasters)

Article 36: Employees discovering a fire, other emergencies or disasters, or with knowledge of the possibility of occurrence, shall take emergency measures, contact a superiors or other relevant Employees, follow instructions by said superiors or Employees and make every effort to ensure that consequent damage is kept to the absolute minimum.

(Rules to be Observed Relating to Safety and Health)

Article 37: In order to maintain safety and health in The University, Employees shall observe the matters indicated as follows:

- (1) Employees shall follow the instructions and orders issued by superiors relating to health and safety.
- (2) Employees shall, at all times, ensure cleanliness by maintaining order and tidiness in the workplace and shall make every effort to ensure heightening standards of fire prevention and hygiene.
- (3) Employees shall neither, without the express permission of The University, operate safety and health equipment, fire extinguishers or other equipment intended for hazard prevention, nor enter areas where such equipment is kept.
- (4) Employees shall pay careful attention when handling machinery.
- (5) Employees shall smoke only in areas where facilities for smoking such as ashtrays are furnished and shall ensure the safe disposal of cigarette butts.
- (6) Employees shall use protective and safety equipment prescribed for use and shall do nothing to detract from the efficacy of such equipment.

(Medical Examinations, etc.)

Article 38: Employees shall be subject to medical examination upon determination of employment and annually thereafter and extra medical examination shall be conducted targeting all or part of Employees if required.

2. In addition to medical examinations prescribed in the preceding paragraph, Employees engaged in work with the potential for harm or injury as defined by laws and ordinances shall be subject to special medical examination.

3. In addition to medical examinations prescribed in preceding two paragraphs, Employees shall be subject to periodic examinations (Stress check test) (hereinafter, together with the medical examinations prescribed in preceding two paragraphs, collectively referred to as the "Medical Examinations, etc." in the following paragraph) once a year on a regular basis to identify the level of mental stress that Employees are under.
4. In cases where deemed necessary based on the results of the Medical Examinations, etc., Employees may be subjected to such measures as work prohibition or restriction of working hours for the purposes of maintenance of the health of said Employees.
5. Employees shall not, without valid reason, fail to undergo the medical examinations prescribed in Paragraphs 1 and 2 and shall not refuse to comply with the measures detailed in the preceding paragraph.

#### (Work Prohibition)

Article 39: Employees falling into any of the following categories shall be prohibited from working.

- (1) Employees or persons living together the residence of, or residing in the neighborhood of said Employees who have or may have contracted an infection disease.
  - (2) Employees running the risk of worsening their condition by continuing to work.
  - (3) Circumstances relating to the preceding 2 categories apply.
2. Employees to whom preceding Paragraph 1 and 2 apply shall promptly report the relevant details to their superior and follow instructions issued by said superior.
  3. In addition to the regulations prescribed in preceding 2 paragraphs, measures relating to work prohibition shall be defined separately.

### Chapter 10: Business Trips

#### (Business Trips)

Article 40: Employees may, if deemed necessary, be instructed to undertake business trips.

2. Upon completion of an assigned business trip, Employees undertaking said business trip shall promptly submit a report detailing the relevant information to their superiors.

#### (Travel Expenses)

Article 41: Travel expenses for business trips defined in the preceding Article shall be determined separately.

### Chapter 11: Welfare

#### (Welfare Facilities)

Article 42: For welfare purposes, Employees shall be entitled to make use of the Staff Hall (Machikaneyama Hall).

### Chapter 12: Accident Compensation

#### (Work-related Accidents)

Article 43: Regulations pertaining to Employees who are victims of work-related accidents (work-related injuries, illness, disability or decease) shall be determined in accordance with The LSL, Workers' Accident Compensation Insurance Law (Law No. 50, 1947. hereinafter referred to as "WACIL") and Regulations Pertaining to Work Accident Compensation for National University Corporation the University of Osaka Staff (hereinafter referred to as "Accident Compensation Regulations").

#### (Commuting Accidents)

Article 44: Regulations pertaining to Employees who are victims of accidents occurring during commutation (injuries, illness, disability or decease relating to commutation) shall be determined in accordance with WACIL and Accident Compensation Regulations.

### Chapter 13: In-house Inventions

#### (In-house Inventions)

Article 45: In the event that Employee creates an in-house invention and The University accepts succession to



the rights to said invention, said inventor shall be compensated in accordance with The National University Corporation the University of Osaka Invention Compensation Regulations and in cases where said invention is founded to be highly significant, the invention shall be eligible for an award.

(Reversion of Rights)

Article 46: All implementation rights or copyrights relating to patents or new-device practical application rights pertaining to inventions, proposals or authorship produced in-house by Employee shall, after implementation of the necessary investigations, revert to The University. In cases where, however, The University transfers or allows third-party usage of such rights in part or in whole, the wishes of Employee in question shall be respected.

Chapter 14: Special Cases Relating to Application of Work Regulations

(Special Cases Relating to Application of Work Regulations)

Article 47: When The University accepts an Employee who belongs to a private organization (hereinafter referred to as “transferring organization”), and said Employee remains employed to the transferring organization, in accordance with contract of said organization, these regulation (including relevant regulations) shall not apply, instead, the work regulations of said organization may be applied.

Supplementary Provisions

(Date of Implementation)

1. The preceding regulations shall be implemented from 14 April 2004 and applied from 1 April 2004

. (Special Exception for Employment Period)

2. In cases where a Temporary Full-time Staff who had been an employee prior to the acquisition by the University of Osaka of National University Corporation status until 30 March 2004, continues to be employed after 1 April 2004 as Employee by The University specified in Article 1, “the period of employment contract” for such Employee, detailed in Paragraph 2, Article 2, shall include continuous employment records prior to the University of Osaka acquiring National University Corporation status. (However, previous periods of employment shall not be taken into account in cases where a period of 1 month or more elapses between periods of employment.)

(Special Exception for Trial Period)

3. The provision of Article 10 hereof shall not be applicable to Employees who had been a daily or part-time employee prior to the acquisition of National University Corporation status the University of Osaka until 30 March 2004 and continues to be employed after 1 April 2004 as Employee as specified in Article 1.

(Interim Measure relating to Retirees for Personal Reasons)

4. Notwithstanding the provision of Article 15, for the time being, during the period of employment contract (with the exception of the periods within a year counting from the first day of the relevant contract period) Employees (excluding for Advanced Specialists) may voluntarily retire from its job at any time.

(Special Exception for Prior Notice of Termination of Employment)

5. The period of continuous service in the case of Paragraph 2, Article 16 shall also include a period of continuous service during which Employees had been a daily or part-time employee prior to the acquisition by the University of Osaka of National University Corporation status (however, previous periods of employment shall not be taken into account in cases where a period of 1 month or more elapses between periods of employment).

(Special Exception for Pre-employment Medical Examination)

6. Notwithstanding the provision of Paragraph 1, Article 38, in cases where Temporary Full-time Staff or Part-time Staff who had been an Employee prior to the acquisition by the University of Osaka of National University Corporation status until 30 March 2004, continues to be employed after 1 April 2004 as Employee as specified in Article 1 hereof, pre-employment medical examination for such Employee shall not be carried out.

Supplementary Provision

The foregoing amendments shall be implemented from 24 July 2006.

Supplementary Provision

The foregoing amendments shall be implemented from 1 November 2006.

Supplementary Provisions

(Date of Implementation)

1. The foregoing amendments shall be implemented from 31 March 2007.

(Interim Measures Applicable to the Conclusion and Renewal of Employment Contract)

2. Notwithstanding the provisions of Paragraph 4, Article 2, the foregoing regulations shall be applied with the proviso that “65 years old” prescribed in said paragraph for “63 years old” in regard to 31 March 2010 or earlier and “64 years old” in regard to the period between 1 April 2010 and 31 March 2013, respectively.

Supplementary Provision

The foregoing amendments shall be implemented from 20 June 2007.

Supplementary Provision

The foregoing amendments shall be implemented from 1 October 2007.

Supplementary Provision

The foregoing amendments shall be implemented from 19 February 2008.

Supplementary Provision

The foregoing amendments shall be implemented from 1 April 2010.

Supplementary Provision

The foregoing amendments shall be implemented from 26 April 2010.

Supplementary Provision

The foregoing amendments shall be implemented from 1 April 2013.

Supplementary Provision

The foregoing amendments shall be implemented from 24 September 2013. However, the amendment to delete Item 4, Article 42 shall apply from 1 September 2013, and the amendment to delete Item 5, Article 42 shall apply from 1 April 2014.

Supplementary Provision

The foregoing amendments shall be implemented from 1 April 2014.

Supplementary Provision

The foregoing amendments shall be implemented from 1 April 2016.

Supplementary Provision

The foregoing amendments shall be implemented from 1 June 2016.

Supplementary Provision

The foregoing amendments shall be implemented from 1 January 2017.

Supplementary Provisions

(Date of Implementation)

1. The foregoing amendments shall be implemented from 14 December 2019.

(Interim Measures)

2. Where it becomes obvious after the Date of Implementation of this amendment, that Employees fall under the provisions of Article 16, Paragraph 1, Item 4 prior to such Implementation date, the provisions then in force remain applicable notwithstanding the provisions after the amendment.

Supplementary Provision

The foregoing amendments shall be implemented from 1 April 2024.