

## Work Regulations for National University Corporation Osaka University Limited Term Commissioned 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 official employment contracts have been 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 items pertaining to work-related issues such as work conditions and duties 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") for employees to whom the University Work Regulations for National University Corporation Osaka University Employee or the University Work Regulations for National University Corporation Osaka University Limited Term Employee is applied (primarily limited to those who are engaged in work other than education and research) and who retired from the University for reason of attainment of retirement age or age equivalent to retirement age but subsequently re-employed by the University as a Limited Term Commissioned Staff Member or Limited Term Special Commissioned Staff Member
2. The term "The University" shall be used in the text of these regulations to refer to the National University Corporation Osaka University and the term "Employee(s)" to refer members of staff who were re-employed by The University in accordance with the provisions of the foregoing item.

#### (Conclusion and Renewal of Employment Contract)

- Article 2: An employment contract shall not be concluded with a person to whom exceptions of application specified in labor-management agreement is applied. The same provision shall be applied for renewal of employment contract.
2. The period of employment contract shall be within 1 year and specified on an individual basis.
3. In addition to the case defined in the Item 1 above, the employment contract shall not be entered into or renewed after the first 31<sup>st</sup> March following the Employee's 65th birthday. However, this provision shall not be applicable when The University makes a special exception.

#### (Relationship with Laws and Ordinances)

Article 3: All items 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 Employee shall observe these regulations in good faith.

### Chapter 2: Personnel Affairs

#### Section 1: Employment

##### (Employment)

- Article 5: Employee shall be employed based on the selection of the Re-employment Selection Committee.
2. Persons wishing to apply for employment as Employee shall submit documents required by The University.
3. The provisions of Item 1 shall also be applied when the employment contract is renewed.

##### (Clear Indication of Labor Conditions)

- Article 6: Persons considered for employment as Employees shall be sent written notice of the items pertaining to the following labor conditions with clear indication of other labor conditions being made verbally or in writing.
- (1) Matters Items relating to salary
  - (2) Matters relating to the place of work and the content of work to be performed
  - (3) Matters relating to the duration of validity of the labor agreement 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 times, 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) Certification of items recorded in the resident's card (excluding cases where recognized as unnecessary to submit said certification by The University)

(2) Other documents requested by The University

2. In cases of failure to submit the above 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 Item 1, said changes shall be promptly reported and registered.

(Posting of Employee)

Article 8: The positioning of Employee shall be determined by The University based on factors such as necessity and the suitability of Employees posted.

Section 2: Assessment

(Work Performance Assessment)

Article 9: The work performance of Employee shall be assessed.

Section 3: Leave of Absence

(Leave of Absence)

Article 10: Employee to which any of the following apply shall be assigned a leave of absence:

(1) Employee requiring extended leave due to physical or mental illness.

(2) Employee subject to criminal prosecution that would interfere with the normal implementation of assigned duties.

(3) Employee whose life or decease or whereabouts cannot be determined as a result of natural calamities such as floods or fires.

(4) Other special cases recognized as necessary by The University.

(Duration of Leave of Absence)

Article 11: The duration of periods of leave of absence granted for the reasons detailed in the foregoing Article shall be determined on an individual basis with the proviso that the duration shall not exceed the period of the employment contract.

2. During the period of leave of absence, Employee shall have a status as such, but shall not be engaged in work.

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

(Reinstatement)

Article 12: In cases where the reasons for leave of absence stated in Article 10 cease to be valid within the duration of leave of said leave of absence, the Employee on leave of absence shall be promptly reinstated.

2. The regulations defined in the foregoing Article do not allow for exemption, within said period of leave of absence, from punitive measures in accordance with the terms and provisions of Article 30 of Employees taking leave of absence for the reasons stated in No. 2 of Article 10.

Section 4: Retirement

(Retirement)

Article 13: Employee 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, (excluding cases in which the contract is renewed) Employee shall be deemed to have retired on the date of expiration.
- (2) Deceased Employees shall be deemed to have retired on the date of their decease.
- (3) Employee 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) Employee appointed to the Board of Trustees shall be deemed to have retired on the day immediately preceding the date of appointment.
- (5) Employee 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 14: In cases where Employee wishes to retire for personal reasons, said Employee shall submit to The University a request for retirement no later than 30 days prior to the scheduled date of retirement. The University may, however, make special exceptions to the foregoing stipulation.

Section 5: Dismissal, etc.

(Dismissal, etc.)

Article 15: In cases where Employee falls into any of the following categories, the employment contract shall not be renewed and said Employee shall be dismissed even before the expiration of the employment contract:

- (1) Employee with a poor work record
  - (2) Employee with mental or physical impairment that interferes with the execution of duties or those unable to cope with said mental or physical impairment.
  - (3) Employee on leave of absence for the reasons stated in Article 10 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 Item 1, Article 11.
  - (4) Employee who becomes adult ward or warrantee.
  - (5) Employee sentenced to prison terms.
  - (6) Employee otherwise lacking the necessary qualifications or suitability to fulfill implementation of duties.
  - (7) Cases in which dismissal, etc. 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 foregoing item (except for No. 4 and 5), The University shall give prior notice in accordance with the terms and provisions of Article 2 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.
  3. In cases of non-renewal or dismissal in accordance with the terms and provisions of Item 1 above (except for No. 4 and 5), the Employee subject to such measures shall be accorded an opportunity to appeal.

(Restrictions on Dismissal)

Article 16: Notwithstanding the terms and provisions of Item 1 of the foregoing Article, Employee shall not be dismissed in the following cases:

- (1) Leave of absence for the purpose of treatment of injuries or illness incurred in the course or work and a period of 30 days after said leave of absence.
  - (2) Pre and 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 foregoing item do not prevent from the deeming that the relevant Employee shall have retired from The University upon expiration of the employment contract under the provision of No. 1 of Article 13.

(Obligations and Responsibilities of Retirees)

Article 17: Employees retiring or dismissed from The University shall promptly return all equipment, documents and other articles in their possession and, in cases where said persons bear duties and responsibilities in respect of The University, shall, furthermore, complete such duties and responsibilities

prior to the date of retirement.

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

(Certificate of Retirement)

Article 18: 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 items: such certification shall be promptly presented to such Employee 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 19: The salary for Employee shall be specified separately.

Chapter 4: Duties

(Devotion to Duties)

Article 20: Employee 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. Employee shall not offend in any actions or acts against the interests of The University.

(Attitude toward Duties)

Article 21: In the implementation of duties, Employee shall observe all rules and regulations defined both by laws and ordinances and The University and shall follow orders given by superiors.

2. Employee 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. Heads of departments shall show proper respect for Employee under their charge.

(Prohibition of Acts Leading to Loss of Trust)

Article 22: 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 23: Employee shall not disclose or allow to be leaked any confidential information coming into the possession of said Employee during the course of the performance of duties. The foregoing 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 foregoing regulations shall remain in force even after the retirement or dismissal of Employee.

(Distribution/Posting of Documents, Convening of Meetings, etc.)

Article 24: In cases where Employee carry out distribution of documents or drawings within the grounds or facilities of The University (hereinafter referred to as "university grounds and facilities"), said Employee shall ensure that such distribution shall not interfere with the normal execution of work and duties.

2. Distribution of documents or drawings in the foregoing Item 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 to which the terms and provisions of Article 22 above 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 Employee in university grounds and facilities shall be posted in the stipulated location after permission to do so has been obtained from The University.
4. The regulation defined in Item 2 shall apply to documents or drawings posted in accordance with the foregoing provision.
5. Employee shall refrain from convening meetings, giving talks or making broadcasts not related to the duties and work of The University in university grounds and facilities without the permission of The University.

(Prevention of Sexual Harassment)

Article 25: Employee shall refrain from acts of sexual harassment.

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

(Employee Ethics)

Article 26: Employee shall conform to the Regulations Pertaining to the Code of Ethics of National University Corporation Osaka University in the performance of duties.

Chapter 5: Working Hours, Holidays and Leave

(Working Hours, Holidays and Leave)

Article 27: The working hours, holidays and leave for Employee shall be defined separately.

Chapter 6: Training

(Training)

Article 28: Employee shall make every effort to participate in training aimed at acquisition of the knowledge and skills necessary to the performance of duties.

Chapter 7: Commendations

(Commendations)

Article 29: Commendations shall be bestowed upon Employees falling into any of the following categories.

- (1) Employees that have made great contributions toward improvements in efficiency.
- (2) Employees that have 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 30: Employees that fall into any of the following categories shall be subject to punitive measures.

- (1) Employees taking leave without just reason and without permission and who fail to respond to demands to resume duties.
  - (2) Employees neglecting their duties by frequent absence, tardiness or who frequently leave early without just reason.
  - (3) Employees who cause damage to The University either deliberately or through gross neglect.
  - (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 have deliberately falsified their resumes.
  - (8) Employees in violation of other laws, ordinances or rules and regulations of The University or Employees who have committed acts falling into any of the foregoing items.
2. The following punitive measures may be taken against offending Employee and shall be proportionate to

the severity of the offence defined in the foregoing items.

(1) Admonition: in cases of very 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 one day as defined in Article 12 of The LSL and the total shall, furthermore, not exceed one tenth of the salary paid for one term.

(3) Suspension: in cases of infringements 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 not less than one day and not more than one year.

(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 advised 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 Employees who fail to act on advice to tender resignation as detailed in No. 4 above.

3. The regulation defined in Item 3 of Article 15 shall apply in cases of punitive measures taken in accordance with the above items.

4. The regulation defined in Article 16 shall apply in cases where punitive measures are taken in accordance with the terms and provisions defined in No. 4 and 5, Items 2 of this Article.

(Reprimands)

Article 31: In addition to the cases cited in the foregoing Article, for the purposes of ensuring strict performance of duties and maintaining discipline, Employees may, where deemed necessary, be subject to reprimands, severe cautions or cautions (hereinafter referred to as "reprimands").

(Compensation for Damages)

Article 32: Employees causing damage to The University either deliberately or through negligence, may, in addition to punitive measures or reprimands defined in Article 30 and the foregoing Articles, be liable for compensation for said damage in part or in whole.

## Chapter 9: Safety and Health

(Measures for the Maintenance of Safety and Health)

Article 33: In accordance with The Industrial Safety and Health Law (Law No. 57 of 1972) and other laws and regulations, The University shall implement measures to ensure the promotion of the health of Employee and the prevention of hazards (including necessary preventative measures pertaining to hygiene: hereinafter referred to as "safety and health measures").

2. Employees shall observe the laws and regulations pertaining to maintenance of safety, health and hygiene, comply with orders and instructions relating to the same issued by superiors and shall cooperate with safety and health measures implemented by The University.

3. In addition to the provisions of 2 items above, safety and health measures shall be in accordance with Safety and Health Management Regulations of Osaka University. .

(Education Pertaining to Safety and Health)

Article 34: Employees shall undergo training and education pertaining to safety and health conducted by The University.

(Measures for Emergencies and Disasters)

Article 35: Employees discovering a fire, other emergencies or disasters or with knowledge of the possibility of occurrence of the same, shall take emergency measures, contact a superior or other relevant Employees, follow instructions issued by said superior 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 36: 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 safety and health.
- (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 exercise particular care when handling machinery that is running.
- (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, etc.
- (6) Employees shall use protective and safety equipment stipulated for use and shall do nothing to detract from the efficacy of such equipment.

(Medical Examinations)

Article 37: Employees shall be subject to medical examination at the time 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 stipulated in the foregoing item, 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 cases where deemed necessary based on the results of medical examinations stipulated in 2 items above, 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.
4. Employee shall not, without valid reason, fail to undergo the medical examinations stipulated in Items 1 and 2 above and shall not refuse to comply with the measures detailed in Item 3 above.

(Work Prohibition)

Article 38: Employees falling into any of the following categories shall be prohibited from working:

- (1) Employees or persons sharing the residence of or residing in the neighborhood of said Employees who have or may have contracted an infectious disease.
- (2) Employees running the risk of worsening their condition by continuing to work.
- (3) Employees to whom circumstances relating to the foregoing No. 2 apply.
2. Employees to whom No. 1 and 2 foregoing item apply shall promptly report the relevant details to their superior and follow instructions issued by said superior.
3. In addition to the regulations stipulated in 2 items above, separate measures relating to work prohibition shall be defined separately.

Chapter 10: Business Trips

(Business Trips)

Article 39: 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 his/her superior.

(Travel Expenses)

Article 40: Travel expenses for business trips defined in the foregoing item shall be determined separately.

Chapter 11: Welfare

(Welfare Facilities)

Article 41: For welfare purposes, Employees shall be entitled to make use of the following facilities.

- (1) Staff Hall (Machikaneyama Hall).
- (2) Staff Assembly Hall (Sawarabi).
- (3) Seminar House (Hiruzen Seminar House).
- (4) Extracurricular Educational Facility (Yama no Ie) (Hakuba-mura, Nagano Prefecture)

## (5) Employee's Hall (Minoh Kaikan)

### Chapter 12: Accident Compensation

#### (Work-related Accidents)

Article 42: 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 of 1947) (hereinafter referred to as "WACIL") and the Regulations Pertaining to Work Accident Compensation for National University Corporation Osaka University Staff (hereinafter referred to as "Accident Compensation Regulations").

#### (Commuting Accidents)

Article 43: 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 44: In the event that Employees create an in-house invention and The University accepts succession to the rights to said invention, said inventor shall be compensated in accordance with the Osaka University Regulations Pertaining to Inventions and in cases where said invention becomes famous, the invention shall be eligible for an award.

#### (Reversion of Rights)

Article 45: All implementation rights or copyrights relating to patents or new-device practical application rights pertaining to inventions, proposals or authorship produced in-house by an 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 the Employee in question shall be respected.

### Supplementary Provisions

#### (Date of Implementation)

1. The foregoing regulations shall be implemented from 30<sup>th</sup> October 2006.

#### (Temporal Measures Applicable to the conclusion and renewal of Employment Contract)

2. Notwithstanding the provisions of Item 3, Article 2, these regulations shall be applied with the proviso that "65 years old" stipulated in said Item for "63 years old" when the birth date of the Employee falls on any date from 2<sup>nd</sup> April 1946 to 1<sup>st</sup> April 1947, and "64 years old" when the birth date of the Employee falls on any date from 2<sup>nd</sup> April 1947 to 1<sup>st</sup> April 1949, respectively.

### Supplementary Provisions

The foregoing amendments shall be implemented from 20<sup>th</sup> June 2007.

### Supplementary Provisions

#### (Date of Implementation)

1. The foregoing amendments shall be implemented from 1<sup>st</sup> October 2007.

#### (Special Exception relating to Reasons of Exceptions of Application)

2. Notwithstanding the provisions of Item 1, Article 2, when a discussion relating to the conclusion of a labor-management agreement as set forth in said item was not resolved, the re-employment system shall not be applicable to persons who fall under any of the following items during the period under discussion, except in cases where, based on considerations of necessity, The University determines otherwise.

(1) Persons whose period of continuous service is less than 3 years from the date of age-limit retirement from The University (including retirement for reason of attainment of age equivalent to retirement age. The same shall apply hereinafter.)

(2) Persons who did not undergo a regular medical examination (including complete physical

examination. The same shall apply hereinafter) provided in one year prior to age-limit retirement even though there was no unavoidable reason or persons for which an industrial physician has deemed their engagement in work impossible as a result of said regular medical examination.

(3) Persons whose average percentage of attendance is less than 80% in the last 3 years prior to age-limit retirement.

(4) Persons whose average rate of assessment is below 3 on a 1-to-5 scale in the last 3 years prior to age-limit retirement.

(5) Persons who have been subject to punitive measures in the last 3 years prior to age-limit retirement.

3. A method calculating the percentage of attendance described in No. 3 of the foregoing item and points of assessment described in No. 4 of said item shall be separately determined.

4. Notwithstanding the provisions of Item 2, with respect to Employees retiring from The University for reason of age limit in fiscal years 2007 and 2008, the phrase "3 years" cited in No. 4 of said item shall be read as "1 year" and "2 years," respectively.

#### Supplementary Provision

The foregoing amendments shall be implemented from 19<sup>th</sup> February 2008.

#### Supplementary Provision

The foregoing amendments shall be implemented from 1<sup>st</sup> April 2010.

#### Supplementary Provision

The foregoing amendments shall be implemented from 26<sup>th</sup> April 2010.