

Work Regulations for National University Corporation Osaka University Part-time Staff (Temporary Full-time 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 provide details in pertaining to work-related issues for Temporary Full-time Staff (hereinafter referred to as "Employee(s)") who are employed by National University Corporation Osaka University (hereinafter referred to as "The University") for a certain period to be involved in mainly any other work than 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 (hereinafter referred to as "Full-time Employee(s)") who are regularly involved in the relevant work at The University.

2. Employees shall be employed only in cases where there is special need in a status that the temporarily increased workloads arising from the inability of Full-time Employees.

(Period Employment Contract)

Article 2: The period of employment contract shall be within 3 years 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 said contract shall not exceed 3 years including renewal terms.

3. Notwithstanding the foregoing item, the employment contract shall not be renewed in cases where any reason in each number, Item 1, Article 16 is caused or the relevant work has been no more required.

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

(Relationship with Laws and Ordinances)

Article 3: All items not defined within these regulations and all other related and attached regulations shall be determined in accordance with The LSL and other 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 Employee shall submit the following to The University:

- (1) Curriculum Vitae (in the form stipulated 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 delivered the document written of the pertaining to the following labor conditions and clear indication of other labor conditions shall be made verbally or in writing.

- (1) Matters relating to salary.

- (2) Matters relating to the work place and the content of work to be performed.
- (3) Matters relating to the duration of valid employment content 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, breaks, holidays and leave.
- (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 particulars recorded in the resident's card.
 - (3) 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 No. 2 and 3 of Item 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.

(Probation Period)

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

2. In the event that an Employees commits any of the following acts or falls into any of the following categories during the probation period, said Employees 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 Item 2 of Article 16 shall apply to the event of dismissal of Employees within the probation period (excluding cases where said probation period has not yet reached 14 days) or refusal of employment to said Employees upon expiry of the probation period as defined in regulation stipulated the foregoing item.
4. The regulations defined in Article 17 shall apply to 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 regulation stipulated Item 2 of this Article.

Section 2: Leave

(Leave)

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

- (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 decease 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 foregoing shall not apply to Employees undergoing probation period.

(Duration of Leave)

Article 12: The duration of periods of leave of absence granted for the reasons detailed in Item 1 of the foregoing 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 leave of absence, Employees shall have a status as such, but shall not be engaged in work.

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

(Reinstatement)

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

2. The regulations defined in the foregoing item 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 No. 2, Item 1 of 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 (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 decease.

(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 an 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 foregoing stipulation.

Section 4: Dismissal, etc.

(Dismissal, etc.)

Article 16: In cases where an 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) 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 No. 1 to 4 of Item 1 of 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 Item 1, Article 12.

(4) Employees who become adult wards or warrantee.

(5) Employees sentenced to prison terms.

(6) Employees 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. 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 Item 3, Article 2.

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 17: Notwithstanding the terms and provisions of Item 1 of the foregoing Article, Employee 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 foregoing Article 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 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 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 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. The said 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. Heads of departments shall show proper respect for the Employees under their charge.

(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 foregoing shall not, however, apply in cases where Employees give testimony as witnesses or expert witnesses 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)

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 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 all categories of Article 23 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 Employees in university grounds and facilities shall be posted in the stipulated location with prior permission obtained from The University.
4. The regulation defined in Item 2 shall apply to documents or drawings posted in accordance with the foregoing item.
5. Employees 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 26: Employees 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.

(Employees Ethics)

Article 27: Employees shall conform to 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 28: The working hours, public holidays and leave for Employees shall be in accordance with the regulations pertaining to working hours, public holidays and leave for the Employees of National University Corporation Osaka University.

Chapter 6: Training

(Training)

Article 29: Employees shall make every effort to participate in training aimed at acquisition of the knowledge and skills necessary to the performance of duties.

Chapter 7: Awards

(Awards)

Article 30: Awards 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 31: Employees who fall into any of the following categories shall be subject to punitive measures.

- (1) Employees taking leave without valid 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 valid reason.
 - (3) Employees who cause 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 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.
2. The following punitive measures may be taken against offending Employees and shall be proportionate to the severity of the offence defined in No. 1-8 of the foregoing.
- (1) Warning: in cases of minor infringements, the offending Employees shall submit a written apology and shall be issued a warning.
 - (2) Salary cuts: in cases of relatively minor infringements, the offending Employees shall submit a written apology and shall be subject to partial reduction in salary. A single salary cut shall not, however, exceed 1 half of the average salary for 1 day as defined in Article 12 of The Labor Standards Law, and the total shall, furthermore, not exceed 1 tenth of the salary paid for 1 term.
 - (3) Suspension: in cases of infringements deemed to be more serious in nature than a minor infringement, the offending Employees shall submit a written apology and shall, furthermore, be suspended from work without pay for a period not less than 1 day and not more than 1 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 Employees 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 Employees 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 the foregoing No. 4.
3. The regulation defined in Item 3 of Article 16 shall apply in cases of punitive measures taken in accordance with the above. This shall not apply, however, in cases of punitive measures taken against Employees within a probation period in accordance with the terms and provisions of Item 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 No. 4 and 5, Item 2 of this Article.

(Reprimands)

Article 32: 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 33: Employees causing damage to The University either deliberately or through neglect, may, in addition to punitive measures or reprimands, defined in the foregoing Articles 31 and 32, 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 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 maintenance 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 the superiors and shall cooperate with safety and health maintenance measures implemented by The University.
3. In addition to the provisions of 2 items above, safety and health maintenance measures shall be in accordance with Safety and Health Management Regulations of Osaka University.

(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 the same, shall take emergency measures, contact their immediate manager or other relevant Employees, follow instructions issued by said manager 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 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.
- (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 stipulated for use and shall do nothing to detract from the efficacy of such equipment.

(Medical Examinations)

Article 38: Employees shall be subject to medical examination at the time of employment and annually thereafter. Special medical examinations shall be held as needed, targeting the entire Employees or a part thereof.

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. Employees shall not, without valid reason, fail to undergo the medical examinations stipulated in Item 1 and 2 above and shall not refuse to comply with the measures detailed in Item 3 above.

(Work Prohibition)

Article 39: 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 infection disease.

(2) Employees running the risk of worsening their condition by continuing to work.

(3) Circumstances relating to the foregoing Nos.2 and 3.

2. Employees to whom No. 1 and 2 of the foregoing article above 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 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 superior.

(Travel Expenses)

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

Chapter 11: Welfare

(Welfare Facilities)

Article 42: 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)
- (5) Employee's Hall (Minoh Kaikan)

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 of 1947, hereinafter referred to as "WACIL"), and The National University Corporation Osaka University Workers' Accident Compensation Regulations (hereinafter referred to as "Accident Compensation Regulations").

(Commuting Accidents)

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

Chapter 13: In - house Inventions

(In - House Inventions)

Article 45: In the event that an 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 Osaka University Regulations Pertaining to Inventions and in cases where said invention is founded to be highly significant, the invention shall be eligible for awards.

(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 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 14th April 2004 and applied from 1st 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 Osaka University of National University Corporation status until 30th March 2004, continues to be employed after 1st April 2004 as Employee by The University specified in Article 1, "the period of Employment contract" for such Employee detailed in Item 2, Article 2, shall include continuous employment records prior to Osaka University acquiring National University Corporation status (however, previous periods of employment shall not be taken into account in cases when 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 Temporary Full-time or part-time Employee prior to the acquisition of National University Corporation status by Osaka University until 30th March 2004, continues to be employed after 1st April 2004 as Employee 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 period less than 1 year counting from the first day of the relevant contract period) Employees (with the exception of Employees of Advanced Specialist defined in No. 1, Item 1, Article 14 of The LSL) 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 Item 2, Article 16 shall also include a period of continuous service during which Employees had been a Temporary Full-time or part-time employee prior to the acquisition by Osaka University 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 at the time of employment Medical Examination)

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

Supplementary Provision

The foregoing amendments shall be implemented from 1st April 2005.

Supplementary Provisions

(Date of Implementation)

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

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

2. Notwithstanding the provisions of Item 4, Article 2, these regulations shall be applied with the proviso that "65 years old" stipulated in said Item for "63 years old" in regard to 31st March 2010 or earlier and "64 years old" in regard to the period between 1st April 2010 and 31st March 2013, respectively.

Supplementary Provision

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

Supplementary Provision

The foregoing amendments shall be implemented from 20th June 2007.

Supplementary Provision

The foregoing amendments shall be implemented from 1st October 2007.

Supplementary Provision

The foregoing amendments shall be implemented from 19th February 2008.

Supplementary Provision

The foregoing amendments shall be implemented from 1st April 2010.

Supplementary Provision

The foregoing amendments shall be implemented from 26th April 2010.