

Aichi Prefectural Public University Corporation's Employment Rule for Fixed-Term Teachers from the Liberal Education Center

(Purpose)

Article 1 This Rule sets forth working conditions, work discipline, and other matters necessary for employment for Fixed-Term Teachers working for the Liberal Education Center of Aichi Prefectural Public University Corporation under Article 3, paragraph 2 of Aichi Prefectural Public University Corporation's Work Rule for Teachers (No. 2 of 2007 Aichi Prefectural Public University Corporation Rules; hereinafter referred to as the "Work Rule").

(Definition)

Article 2 For the purpose of this Rule, the term "Fixed-Term Teacher" means a professor, associate professor, or lecturer in charge of activities related to English education at the Liberal Education Center of Aichi Prefectural Public University Corporation.

(Hiring)

Article 3 Every Fixed-Term Teacher shall be hired through screening.

2. Every person who wishes to be hired by the Corporation as a Fixed-Term Teacher shall submit the following documents:

- (1) a resume (including a photo of his/her face); and
- (2) other documents required by the President.

3. Beyond what is provided for in the preceding two paragraphs, the hiring of Fixed-Term Teachers is governed by the rules on the hiring of teachers and other staff in Aichi Prefectural Public University Corporation's Personnel Affairs Procedural Provisions for Teachers and Others (No. 15 of 2007 Aichi Prefectural Public University Corporation Provisions; hereinafter referred to as the "Personnel Affairs Provisions for Teachers and Others").

(Documents Submitted for Hiring)

Article 4 Every person hired as a Fixed-Term Teacher shall promptly submit the following documents:

- (1) his/her certificate of graduation for his/her highest level of education;
- (2) a copy of his/her passport;
- (3) his/her certificates of employment; and
- (4) other documents required by the President.

(Conclusion of Labor Contract)

Article 5 When hiring a Fixed-Term Teacher, the President shall conclude a labor contract with the Fixed-Term Teacher, present this Rule to him/her, deliver a document containing the following information to him/her, and clarify other working conditions orally or in writing to him/her:

- (1) his/her term of office;
- (2) his/her workplace and duties;
- (3) his/her starting and finishing times, whether he/she needs to work beyond the required working hours, and his/her breaks, days-off, and leave;
- (4) his/her compensation; and
- (5) his/her resignation (including reasons for dismissal).

(Term of Employment)

Article 6 The term of office of a Fixed-Term Teacher shall be one year.

(Reappointment)

Article 7 When the term of office of a Fixed-Term Teacher expires, the President shall decide whether to renew the term of office based on his/her work record; provided, however, that the President may not reappoint a Fixed-Term Teacher more than four consecutive times.

2. Beyond what is provided for in the preceding paragraph, the reappointment of Fixed-Term Teachers is governed by the rules on the reappointment of teachers and others in the Personnel Affairs Provisions for Teachers and Others.

3. Notwithstanding paragraph 1, if a Fixed-Term Teacher is continuously employed after the fixed term, the total of his/her two or more employment periods shall not exceed 10 years.

(Assignment)

Article 8 Every Fixed-Term Teacher shall be assigned to the Liberal Education Center.

(Resignation)

Article 9 Every Fixed-Term Teacher shall resign and lose his/her status as a Fixed-Term Teacher if the following applies:

- (1) he/she applies for resignation and the President approves the resignation;
- (2) his/her term of office expires (excluding the case where he/she is reappointed); or
- (3) he/she passes away.

2. Notwithstanding the preceding paragraph, if a Fixed-Term Teacher who has applied for resignation is in the process of disciplinary action, the President may disapprove his/her resignation.

(Dismissal)

Article 10 The President may dismiss the following Fixed-Term Teachers even within their terms of office;

- (1) Fixed-Term Teacher whose work performance is extremely poor;
- (2) Fixed-Term Teacher who finds it difficult or impossible to work due to a mental or physical disorder;
- (3) Fixed-Term Teacher who lacks other aptitudes necessary for his/her duties;
- (4) Fixed-Term Teacher who is on sick leave as defined in Article 17, paragraph 1 of Aichi Prefectural Public University Corporation's Provisions for Teachers' Working Hours, Holidays, Sabbatical Leave and Others (No. 31 of 2007 Aichi Prefectural Public University Corporation Provisions; hereinafter referred to as the "Working Hours Provisions") for at least 90 consecutive days and is still unable to return to work;
- (5) Fixed-Term Teacher who needs to be dismissed due to the Corporation's reduction of its business activities or any other compelling operational reason of the Corporation;
- (6) Fixed-Term Teacher who needs to be dismissed because the Corporation is unable to continue its business due to a natural disaster or any other compelling reason; or
- (7) Fixed-Term Teacher who needs to be unavoidably dismissed for any other similar reason.

2. The President shall dismiss the following Fixed-Term Teachers:

- (1) Fixed-Term Teacher who is sentenced to imprisonment without work or a punishment that is more severe; and
- (2) Fixed-Term Teacher who forms or joins any political party or other similar organization that advocates the forcible overthrow of the Constitution of Japan or the government established under the Constitution of Japan on or after the effective date of the Constitution of Japan.

3. To dismiss a Fixed-Term Teacher who falls under paragraph 1, item (2), the President shall have the Fixed-Term Teacher examined by two doctors in advance.

4. To dismiss a Fixed-Term Teacher against his/her will, the President shall deliver a document containing the decision to him/her.

5. Beyond what is provided for in the preceding paragraphs, the dismissal of Fixed-Term Teachers is governed by the rules on the dismissal of teachers and other staff in the Personnel Affairs Provisions for Teachers and Others.

(Notice of Dismissal)

Article 11 To dismiss a Fixed-Term Teacher, the President shall give him/her notice of dismissal at least 30 days in advance or pay him/her 30 days' average wages in lieu of the notice of dismissal.

2. The above number of days required to give notice of dismissal may be reduced according to the number of days for which average wages are paid.

3. Notwithstanding the preceding two paragraphs, the President may dismiss Fixed-Term Teachers without notice if the head of the labor standards office with jurisdiction approves it, such as in the case where they are dismissed on disciplinary grounds or the Corporation is unable to continue its business due to a natural disaster or any other compelling reason.

(Responsibilities of Resigning Fixed-Term Teachers)

Article 12 Every resigning Fixed-Term Teacher (including those to whom a document containing the decision to dismiss is delivered) shall, as instructed by the Corporation, destroy or return all information on the Corporation, teachers and other staff, and students, personal information as defined in Article 2 of the Act on the Protection of Personal Information Act (Act No. 57 of 2003; hereinafter referred to as the "Personal Information Protection Act"), and other similar information obtained during his/her term of employment and shall not retain any such information on any recording medium after resignation.

2. No person who was a Fixed-Term Teacher shall divulge any information on the Corporation, teachers or other staff, or students, personal information as defined in the Personal Information Protection Act, or other similar information obtained during his/her term of employment.

(Compensation)

Article 13 A Fixed-Term Teacher's compensation shall consist of an annual salary, a commutation allowance, an overtime allowance, a night allowance, and a holiday allowance.

(Rank of Annual Salary)

Article 14 The annual salary for a Fixed-Term Teacher shall be paid in the amount that corresponds to the category of his/her title specified in Attached Table 1 (Annual Salary Rank Table).

(Commutation Allowance)

Article 15 The commutation allowance for a Fixed-Term Teacher is governed by the rules on the commutation allowance for teachers and other staff in Aichi Prefectural Public University Corporation's Compensation Provisions (No. 18 of 2007 Aichi Prefectural Public University Corporation Provisions; hereinafter referred to as the "Compensation Provisions").

(Overtime Allowance)

Article 16 An overtime allowance shall be paid to Fixed-Term Teachers who work beyond their required working hours, and an hourly overtime allowance (any fraction less than one yen shall be discarded) shall be calculated in accordance with the following formula:

Annual salary / (38 hours and 45 minutes x 52 weeks – 139 hours and 30 minutes) x the ratio specified in the following paragraph

2. The ratio referred to in the preceding paragraph shall be the ratio that corresponds to the category of the day on which the teacher worked overtime as specified below:

(1) Day other than the day specified below: 1.25 (or 1.5 for overtime work between 10 p.m. and 5 a.m. [hereinafter referred to as "Late-Night Work"] or 1.6 for Late-Night Work on a day-off [as defined in Article 9, paragraph 2 of the Working Hours Provisions; hereinafter the same]); or

(2) Weekly day-off (as defined in Article 7, paragraph 1 of the Working Hours Provisions; hereinafter the same): 1.35 (or 1.6 for Late-Night Work).

3. Notwithstanding the preceding paragraph, every Fixed-Term Teacher who has worked more than 60 hours beyond his/her required working hours under paragraph 1 (excluding work on Sundays that are his/her weekly days-off) in a month shall be paid an overtime allowance equal to his/her hourly salary multiplied by 1.5 (or 1.75 if the work is between 10 p.m. and 5 a.m.) for each hour of all overtime work hours exceeding 60 hours.

4. If a Fixed-Term Teacher does not work the hours of designated compensatory time-off for overtime work as defined in Article 12-2, paragraph 1 of the Working Hours Provisions (No. 31 of 2007 Aichi Prefectural Public University Corporation Provisions), he/she is not required to be paid an overtime allowance equal to his/her hourly salary multiplied by the ratio that corresponds to the category of hours worked specified below for each hour that the overtime allowance is replaced by the designation out of all overtime work hours exceeding 60 hours specified in the preceding paragraph:

(1) Hours worked specified in the preceding paragraph (excluding those specified in the following item) 0.25

(2) Hours worked specified in the preceding paragraph (limited to work on a Saturday) 0.15

(Night Allowance)

Article 17 Every Fixed-Term Teacher who is ordered to work between 10 p.m. and 5 a.m. as his/her required working hours shall be paid a night allowance calculated in accordance with the formula specified in paragraph 1 of the preceding Article (any fraction less than one yen shall be discarded) for all hours worked between the times. In this case, the term "the ratio specified in the following paragraph" in the paragraph is deemed to be replaced with "0.25."

(Holiday Allowance)

Article 18 A holiday allowance shall be paid to Fixed-Term Teachers who are ordered to work during his/her required working hours on a day-off for all the hours worked during the required working hours, and an hourly holiday allowance (any fraction less than one yen shall be discarded) shall be calculated in accordance with the formula specified in Article 16, paragraph 1. In this case, the term "the ratio specified in the following paragraph" in the paragraph is deemed to be replaced with "1.35."

2. Notwithstanding the preceding paragraph, no Fixed-Term Teacher who is ordered to work on a day-off and not required to work on another day for the hours worked on the day-off shall be paid a holiday allowance for the work on the day-off.

(Compensation Payment)

Article 19 All the compensation for a Fixed-Term Teacher shall be paid in cash directly to him/her; provided, however, that if there is any applicable law or regulation or any agreement under Article 24, paragraph 1 of the Labor Standards Act, the amount specified in the applicable law or regulation or the agreement shall be deducted from the payment.

2. At the request of a Fixed-Term Teacher, all or part of the above compensation shall be paid into his/her savings account.

3. The annual salary for a Fixed-Term Teacher shall be paid in the amount that corresponds to the category of payment month specified below:

(1) April, May, July through November, January, and February: the annual salary divided by 17 (any fraction less than one yen shall be discarded; hereinafter referred to as "Monthly Payment of Annual Salary");

(2) June and December: the Monthly Payment of Annual Salary and the Monthly Payment of Annual Salary multiplied by 2.5 (any fraction less than one yen shall be discarded); or

(3) March: the annual salary specified in Attached Table 1 minus the total annual salary actually paid by the preceding month.

4. An annual salary that is paid monthly under the preceding paragraph (excluding the Monthly Payment of Annual Salary multiplied by 2.5) and a monthly commutation allowance shall be paid on the payment day of the month as set forth in the

following paragraph (hereinafter referred to as "Payment Day") while a monthly overtime allowance, a monthly night allowance, and a monthly holiday allowance shall be paid on the Payment Day of the following month.

5. The Payment Day of the annual salary that is paid monthly (excluding the Monthly Payment of Annual Salary multiplied by 2.5), monthly commutation allowance, monthly overtime allowance, monthly night allowance, and monthly holiday allowance shall be the 16th day of the month; provided, however, that in any of the following cases, the Payment Day shall be the day specified as follows:

(1) if the 16th day of the month falls on a Sunday, the Payment Day shall be the 14th day of the month;

(2) if the 16th day of the month falls on a Saturday, the Payment Day shall be the 15th day of the month (or the 14th day of the month if the 15th day falls on a holiday); or

(3) if the 16th day of the month falls on a holiday, the Payment Day shall be the 17th day of the month.

6. The Payment Days of the annual salary (limited to the Monthly Payment of Annual Salary multiplied by 2.5) shall be June 30 and December 10; provided, however, that if the Payment Day falls on a Sunday or Saturday, the Payment Day shall be the day two days before the Sunday or the day preceding the Saturday, respectively.

7. Every newly hired Fixed-Term Teacher shall be entitled to his/her annual salary on the day of hiring. Every Fixed-Term Teacher whose annual salary is changed shall be entitled to the new annual salary on the day of the change.

8. Every Fixed-Term Teacher who quits shall remain entitled to his/her annual salary until the day he/she quits.

9. Every Fixed-Term Teacher who passes away shall remain entitled to his/her annual salary until the month of death.

10. The annual salary paid under paragraph 7, paragraph 8, or the preceding paragraph shall be calculated on a per diem basis for the number of days of the year minus the number of weekly days-off.

11. If a Fixed-Term Teacher is suspended or returns to work after the end of a suspension under Article 48, item (3) of the Work Rule in the middle of a month, his/her annual salary shall be calculated on a per diem basis.

12. If a Fixed-Term Teacher is absent from work for more than 90 consecutive days due to sick leave, his/her annual salary for the period after the 90th day shall be calculated on a per diem basis on half the annual salary.

13. If a Fixed-Term Teacher requests the payment of his/her annual salary to be allotted to his/her childbirth, illness, disaster, wedding, funeral, or other similar extraordinary event or a person who is dependent on his/her income for living, the Fixed-Term Teacher may be paid the annual salary for the work already performed before the month's Payment Day for his/her annual salary.

(Annual Salary Cut)

Article 20 If a Fixed-Term Teacher does not work any of his/her working hours (not including the times when he/she is on paid leave or exempt from his/her work devotion obligation), the amount calculated in accordance with the following formula (any fraction less than one yen shall be rounded off) shall be deducted from his/her annual salary for each of the hours not worked:

$$\text{Annual salary} / (\text{Weekly working hours} \times 52)$$

(Working Hours, Days-Off, and Leave)

Article 21 The working hours, days-off, and leave of Fixed-Term Teachers are governed by the rules on the working hours, days-off, and leave of teachers and other staff.

(Childcare Leave and Nursing Care Leave)

Article 22 The childcare leave for Fixed-Term Teachers is subject to the Act on Childcare Leave, Caregiver Leave, and Other Measures for the Welfare of Workers Caring for Children or Other Family Members (Act No. 76 of 1991).

2. Every Fixed-Term Teacher on childcare leave shall not be paid for the hours that they did not actually work and his/her salary shall be cut accordingly under Article 20.

3. The nursing care leave for Fixed-Term Teachers is governed by the rules on the nursing care leave for teachers and other staff.

(Training)

Article 23 Every Fixed-Term Teacher shall make continued efforts to research and improve himself/herself to fulfill his/her responsibilities.

2. Every Fixed-Term Teacher shall be provided with a training opportunity.

3. With the President's approval, every Fixed-Term Teacher may undergo training away from his/her workplace unless it interferes with his/her classes.

4. The President shall formulate training plans for Fixed-Term Teachers and endeavor to implement the plans.

5. Every Fixed-Term Teacher may undergo long-term training in accordance with the rules established by the President.

(Business Trip)

Article 24 The President may order Fixed-Term Teachers to take a business trip if necessary for his/her duties.

2. After completing a business trip, every Fixed-Term Teacher shall promptly report to his/her superior.

3. Every Fixed-Term Teacher on a business trip who needs to change the business trip schedule for any operational reason or other compelling reason, such as sickness, shall promptly notify his/her superior and obtain his/her approval.

4. After completing a business trip, every Fixed-Term Teacher shall prepare a business trip report and submit it to the President unless he/she accompanies his/her superior in the business trip; provided, however, that he/she may orally report special or minor matters of the business trip to the President.

(Application Mutatis Mutandis of the Work Rule)

Article 25 The following matters related to Fixed-Term Teachers are subject to the relevant Articles of the Work Rule:

- (1) Relationship with laws and regulations Article 4
- (2) Compliance Article 5
- (3) Starting a new post Article 18
- (4) Resignation for personal reasons Article 24
- (5) Restrictions on dismissal Article 29
- (6) Leaving certificate Article 32
- (7) Good faith obligation Article 34
- (8) Work devotion obligation Article 35
- (9) Work discipline Article 36
- (10) Prohibition of disgraceful acts Article 37
- (11) Confidentiality obligation Article 38
- (12) Rules for the Corporation's premises or facilities Article 39
- (13) Concurrent business and position Article 40
- (14) Prevention of harassment Article 41
- (15) Work ethics Article 42
- (16) Commendation Article 46
- (17) Disciplinary action Articles 47 to 49
- (18) Compensation for damage Article 50
- (19) Safety and health Articles 51 to 55
- (20) Travel expenses Article 57

(21) Use of housing for government employees Article 58

(22) On-the-job accident and commuting accident Articles 59 and 60

(23) Employee invention Article 62

(Miscellaneous Provisions)

Article 26 Necessary matters not contained in this Rule shall be separately determined by the President.

Supplementary Provisions

This Rule takes effect on April 1, 2014.

Supplementary Provisions (Rule No. 8 of March 26, 2018)

This Rule takes effect on April 1, 2018.

Supplementary Provisions (Rule No. 5 of March 27, 2020)

This Rule takes effect on April 1, 2020.

Attached Table 1 Annual Salary Rank Table (Re: Articles 14 and 19)

Professor	Associate Professor	Lecturer
7,566,832 yen	7,085,714 yen	6,485,531 yen