

# Aichi Prefectural Public University Corporation's Employment Rule for Part-Time Lecturers

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### Part 1 General Provisions

#### (Purpose)

Article 1 This Rule sets forth working conditions, work discipline, and other matters necessary for employment for Part-Time Lecturers working for Aichi Prefectural Public University Corporation (hereinafter referred to as the "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 "Part-Time Lecturer" means a person employed for a fixed term within one year or whose labor contract converts to a non-fixed-term labor contract under Article 40 (hereinafter referred to as "Non-Fixed-Term Part-Time Lecturer") to conduct university classes or other activities.

#### (Compliance)

Article 3 The President of the Corporation and every Part-Time Lecturer shall comply with this Rule in good faith.

### Part 2 Personnel Affairs

#### (Hiring)

Article 4 The procedures to hire Part-Time Lecturers shall be separately provided for.

#### (Conclusion of Labor Contract)

Article 5 When hiring a Part-Time Lecturer, the President shall conclude a labor contract with the Part-Time Lecturer, present this Rule to him/her, deliver a document containing the following information (hereinafter referred to as "Notice of Working Conditions") to him/her, and clarify other working conditions orally or in writing to him/her:

- (1) his/her term of office (including whether his/her employment can be renewed after the expiration of the term and the criteria for the decision);
- (2) his/her workplace and duties;
- (3) his/her working hours, breaks, days-off, and leave;
- (4) his/her salary and travel expenses;

- (5) his/her resignation (including reasons for dismissal);
- (6) whether a severance allowance is paid; and
- (7) whether a bonus is paid.

(Term of Office and Renewal)

Article 6 The term of a labor contract for Part-Time Lecturers excluding Non-Fixed-Term Part-Time Lecturers (hereinafter referred to as "Term of Office") shall be a period not exceeding one year within an academic year (referring to the period from April 1 to March 31 of the following year; hereinafter the same) and may be renewed for a period not exceeding one year upon expiration. The Term of Office of a Part-Time Lecturer hired in the middle of an academic year shall end on or before the last day of the academic year.

2. If the Term of Office of a Part-Time Lecturer is renewed, the total term of his/her labor contract shall not exceed four years as a general rule.

(Resignation)

Article 7 Every Part-Time Lecturer shall resign and lose his/her status as a Part-Time Lecturer if the following applies:

- (1) he/she applies for resignation and the President approves the resignation;
- (2) his/her Term of Office expires (excluding Non-Fixed-Term Part-Time Lecturers);
- (3) he/she passes away; or
- (4) he/she assumes public office as defined in Article 3 of the Public Offices Election Act (Act No. 100 of 1950) and this assumption may significantly interfere with his/her performance of duties.

2. Notwithstanding the preceding paragraph, if a Part-Time Lecturer who has applied for resignation is in the process of disciplinary action for any reason specified in Article 30, paragraph 1, the President may disapprove his/her resignation.

(Resignation for Personal Reasons)

Article 8 To resign for personal reasons, every Part-Time Lecturer shall notify the President in writing at least one month prior to the scheduled date of resignation unless the President otherwise agrees.

2. A Part-Time Lecturer who has applied for resignation shall remain engaged in his/her duties until the date of resignation.

(Dismissal)

Article 9 The President may dismiss the following Part-Time Lecturers:

- (1) Part-Time Lecturer whose work performance is extremely poor;
- (2) Part-Time Lecturer who finds it difficult or impossible to work due to a mental or physical disorder;
- (3) Part-Time Lecturer who lacks other aptitudes necessary for his/her duties;
- (4) Part-Time Lecturer who needs to be dismissed due to the Corporation's reduction of its business activities or any other compelling operational reason of the Corporation;
- (5) Part-Time Lecturer who needs to be dismissed because the Corporation is unable to continue its business due to a natural disaster or any other compelling reason; and
- (6) Part-Time Lecturer who needs to be unavoidably dismissed for any other similar reason.

2. The President shall dismiss the following Part-Time Lecturers; provided, however, that the President is not required to dismiss those specified in item (1) in light of the extenuating circumstances of their offense if their offense is attributable to his/her negligence and granted a stay of execution:

- (1) Part-Time Lecturer who is sentenced to imprisonment without work or a punishment that is more severe; and
- (2) Part-Time Lecturer 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 Part-Time Lecturer who falls under paragraph 1, item (2), the President shall have the Part-Time Lecturer examined by two doctors in advance.

4. To dismiss a Part-Time Lecturer against his/her will, the President shall deliver a document containing the decision to him/her.

(Notice of Dismissal)

Article 10 To dismiss a Part-Time Lecturer, 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 Part-Time Lecturers 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 under Article 31, item (4) or the Corporation is unable to continue its business due to a natural disaster or any other compelling reason.

(Responsibilities of Resigning Part-Time Lecturers)

Article 11 Every resigning Part-Time Lecturer (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 Part-Time Lecturer shall divulge any information on the Corporation, teachers or other staff, or students, or personal information as defined in the Personal Information Protection Act obtained during his/her term of employment.

### Part 3 Compensation

(Salary, Travel Expenses, Severance Allowance, and Bonus)

Article 12 Every Part-Time Lecturer shall be paid a salary and travel expenses.

2. No Part-Time Lecturer shall be paid a severance allowance or bonus.

(Salary)

Article 13 The salary for a Part-Time Lecturer shall be a period-based hourly salary. The salary for Japanese Part-Time Lecturers and foreign Part-Time Lecturers shall be based on their years of experience or the starting year of their total employment period as described in Attached Table 1 or 2, respectively; provided, however, that the salary for courses that fall under the personal guidance defined in the Study Rules of the Faculty of Music of Aichi University of the Arts and the Study Rules of the Graduate School of Music of Aichi University of the Arts shall be separately determined.

(Pay Raise)

Article 14 If a Part-Time Lecturer (excluding foreign lecturers whose employment started in or before academic year 2020) who has completed his/her Term of Office with a good work record wants to renew his/her Term of Office, he/she shall be paid the amount specified in Attached Table 1 or 2 that corresponds to his/her years of experience, including his/her employment period for the preceding academic year.

(Travel Expenses)

Article 15 Travel expenses for commuting to the Universities shall be paid in accordance with the Aichi Prefectural Public University Corporation's Guidelines on Travel Expenses for Part-Time Lecturers.

(Payment of Salary and Travel Expenses)

Article 16 All salary and travel expenses for a Part-Time Lecturer 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 Part-Time Lecturer, all or part of his/her salary and travel expenses as described in the preceding paragraph shall be paid into his/her savings account.
  3. The monthly salary and travel expenses for a Part-Time Lecturer shall be paid on the payment day of the following month as specified in the following paragraph (hereinafter referred to as "Payment Day").
  4. The monthly salary and travel expenses for a Part-Time Lecturer shall be calculated for the period starting on the first day of the month and ending on the last day of the month and paid on the 16th day of the following month; provided, however, that in any of the following cases, the Payment Day shall be the day specified in the case:
    - (1) if the 16th day of the following month falls on a Sunday, the Payment Day shall be the 14th day of the following month;
    - (2) if the 16th day of the following month falls on a Saturday, the Payment Day shall be the 15th day of the following month (or the 14th day of the following month if the 15th day falls on a holiday); or
    - (3) if the 16th day of the following month falls on a holiday, the Payment Day shall be the 17th day of the following month.
  5. No Part-Time Lecturer on childcare leave under Article 29, paragraph 1 shall be paid compensation.

#### Part 4 Service

##### (Good Faith Obligation)

- Article 17 Every Part-Time Lecturer shall be aware of the Corporation's missions and the public nature of its business and perform his/her duties faithfully and fairly.
2. Every Part-Time Lecturer shall always draw the line between public and private affairs in his/her daily life and shall not exploit his/her duties or position for his/her own personal interests.
  3. No Part-Time Lecturer shall commit any act in conflict with the Corporation's interests.

##### (Work Devotion Obligation)

- Article 18 Unless otherwise provided for in this Rule or relevant laws and regulations, every Part-Time Lecturer shall devote all of his/her working hours and work-related attention to the performance of his/her duties and responsibilities and engage only in the activities for which the Corporation is responsible.

##### (Work Discipline)

- Article 19 Every Part-Time Lecturer shall perform his/her duties in compliance with applicable laws and regulations, this Rule, and the Corporation's provisions.
2. Every Part-Time Lecturer shall make continued efforts to develop his/her ability and improve his/her productivity and operational efficiency, and endeavor to contribute to normal operations in cooperation with other teachers.

##### (Prohibition of Disgraceful Acts)

- Article 20 No Part-Time Lecturer shall commit any act that dishonors or discredits the Corporation or dishonors its faculty and staff.

##### (Confidentiality Obligation)

- Article 21 No Part-Time Lecturer shall divulge any secret that he/she may come to know in the course of his/her duties. The same shall also apply after his/her resignation.
2. Every Part-Time Lecturer shall obtain the President's permission to disclose any secret related to his/her duties as a witness, expert witness, or other similar participant in court proceedings under law.
  3. The President may not refuse to give the above permission unless otherwise provided for by law.

##### (Rules for the Corporation's Premises or Facilities)

- Article 22 To distribute documents or pictures on the premises of or in any facility of the Corporation (hereinafter referred to as

the "Corporation's premises"), every Part-Time Lecturer shall obtain the President's permission and do so in a manner that does not obstruct the Corporation's normal operations.

2. No Part-Time Lecturer shall distribute any document or picture if the President considers that the document or picture:
  - (1) obstructs the Corporation's normal operations;
  - (2) falls under Article 20;
  - (3) dishonors or slanders any other person;
  - (4) is against public order and morals; or
  - (5) otherwise interferes with the Corporation's operations.
3. When posting any documents or pictures on the Corporation's premises, every Part-Time Lecturer shall obtain the President's permission and post them at a designated place and shall not post any of the documents or pictures specified in the preceding paragraph.
4. No Part-Time Lecturer shall hold any assembly, give any speech, broadcast anything, or commit any other similar act not related to his/her duties on the Corporation's premises without the President's permission.
5. No Part-Time Lecturer shall lend or borrow any money or buy or sell any item on the Corporation's premises without the President's permission.

(Prevention of Harassment)

Article 23 Harassment prevention measures for Part-Time Lecturers are governed by the same rules as teachers and other staff.

(Work Ethics)

Article 24 Work ethics for Part-Time Lecturers are governed by the same rules as teachers and other staff.

## Part 5 Working Hours and Leave

(Working Hours and Breaks)

Article 25 The starting and finishing times and breaks for Part-Time Lecturers shall be as shown in Attached Table 3; provided, however, that if a Part-Time Lecturer needs to work outside the hours specified in Attached Table 3, his/her starting and finishing times and breaks shall be determined through separate consultation.

2. If a Part-Time Lecturer fails to work any class hours that he/she is supposed to work, he/she shall make up the class hours by giving make-up classes.

(Days-Off)

Article 26 Every Part-Time Lecturer shall work the class hours, days of the week, and periods (or the class hours, days of the week, and periods for make-up classes in the case referred to in paragraph 2 of the preceding Article) specified in his/her Notice of Working Conditions and be given days-off on the other days.

(Work From Home)

Article 27 Every Part-Time Lecturer may work at places other than his/her workplace (hereinafter referred to as "Telework") in accordance with rules separately provided.

2. The working days, working hours, and breaks for Teleworking shall be the same as those specified in the Notice of Working Conditions.
3. Every Part-Time Lecturer who Teleworks shall bear the following expenses necessary for Teleworking:
  - (1) utility expenses;
  - (2) expenses of making necessary arrangements for Teleworking;
  - (3) telephone charges; and
  - (4) other expenses that the Corporation is not required to bear.

4. No Part-Time Lecturer who Teleworks is entitled to travel expenses under Article 15.

(Annual Leave)

Article 28 For each academic year (referring to the period from April 1 to March 31 of the following year; hereinafter the same), the President shall give every Part-Time Lecturer annual leave with the number of days specified in Attached Table 4 according to his/her required working days and years of continued service, starting on the first hiring date.

2. Annual leave shall be given to Part-Time Lecturers for the days requested by them; provided, however, that if giving annual leave as requested obstructs the Corporation's normal operations, annual leave may be given for other days.
3. Annual leave shall be given on a daily basis.
4. The number of days of annual leave newly given in an academic year may be carried forward to the following academic year.
5. For Part-Time Lecturers given 10 days or more of annual leave, the President shall designate when they can take five days of their annual leave after hearing their opinions.
6. If a Part-Time Lecturer fails to work any class hours that he/she is supposed to work due to annual leave, he/she shall make up the class hours by giving make-up classes.

(Childcare Leave)

Article 29 The childcare leave and nursing care leave for Part-Time Lecturers (hereinafter referred to as "Childcare Leave") are 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 Part-Time Lecturer on Childcare Leave shall not be paid for the hours that they did not actually work.

Part 6 Disciplinary Action

(Disciplinary Action)

Article 30 The President may take disciplinary action against Part-Time Lecturers:

- (1) if they take an unauthorized absence without good reason and fail to meet their obligation to report to work;
  - (2) if they are repeatedly absent from work, arrive late, or leave early without good reason;
  - (3) if they fail to follow any operational instruction or order without good reason;
  - (4) if they cause any damage to the Corporation through willful or gross negligence;
  - (5) if they commit any criminal offense;
  - (6) if they dishonor or discredit the Corporation;
  - (7) if they dishonor the Corporation or adversely affect its operations by committing any unlawful act in his/her private life, slandering the Corporation, or committing any other similar act;
  - (8) if they disturb the Corporation's order or discipline due to their misbehavior;
  - (9) if they make any serious falsification of their backgrounds;
  - (10) if they commit any other violation of applicable laws and regulations, the Work Rule, or other provisions of the Corporation;
- or
- (11) if they commit any other similar act.
2. When taking any disciplinary action against a Part-Time Lecturer, the President shall deliver a document containing the decision to him/her.

(Types of Disciplinary Action)

Article 31 The President may take the following disciplinary actions against Part-Time Lecturers:

- (1) admonition: making them submit a written apology and warning them for the future
- (2) salary cut: warning them for the future and cutting their salary (the amount of salary cut on one occasion shall not exceed half

the average daily salary or one-tenth of the total salary paid during one salary payment period).

(3) suspension: making them submit a written apology, suspending them from their duties for a period from one day to six months, and not paying them any compensation for the period

(4) disciplinary dismissal: dismissing them immediately without advance notice

(Stay-at-Home Order Before Disciplinary Action)

Article 32 The President may order Part-Time Lecturers against whom any disciplinary action may be taken under the preceding Article to stay at home during their investigation or examination.

2. No Part-Time Lecturer ordered to stay at home under the preceding paragraph shall be paid his/her salary specified in Article 16.

(Opportunity for Explanation)

Article 33 Before dismissing a Part-Time Lecturer under item (4) of Article 31, the President shall give him/her an opportunity to explain.

(Written Admonishment)

Article 34 Even if a Part-Time Lecturer does not fall under any of the items of Article 30, paragraph 1, the President may give him/her a written or oral admonishment or a caution through his/her immediate manager (hereinafter referred to as "Admonishment") if necessary to rectify his/her service and maintain the workplace discipline.

(Compensation for Damage)

Article 35 If a Part-Time Lecturer causes any damage to the Corporation through willful or gross negligence, the President may demand that he/she compensate the Corporation for all or part of the damage as well as take disciplinary action or give an Admonishment against or to him/her under Article 31 or the preceding Article.

## Part 7 Safety and Health

(Safety and Health)

Article 36 The safety and health of Part-Time Lecturers are governed by the same rules as teachers and other staff; provided, however, that only Part-Time Lecturers who are continuously employed for at least one year and work at least three days and 20 hours a week shall undergo a medical examination.

## Part 8 Business Trip

(Business Trip)

Article 37 Every Part-Time Lecturer who takes a business trip for his/her duties shall be paid travel expenses in accordance with Aichi Prefectural Public University Corporation's Guidelines on Travel Expenses for Part-Time Lecturers.

## Part 9 Accident Compensation

(On-The-Job Accident)

Article 38 On-the-job accidents of Part-Time Lecturers are subject to the Industrial Accident Compensation Insurance Act (Act No. 50 of 1947; hereinafter referred to as the "Industrial Accident Act").

(Commuting Accident)

Article 39 Commuting accidents of Part-Time Lecturers are subject to the Industrial Accident Act.

## Part 10 Conversion to Non-Fixed-Term Labor Contract

(Conversion to Non-Fixed-Term Labor Contract)

Article 40 If the total contract term of a Part-Time Lecturer with the Corporation exceeds five years, he/she may, by making an application in the form separately provided, convert the current fixed-term labor contract to a labor contract without a fixed term from the day following the expiration date of the current fixed-term labor contract.

2. The above total contract term shall not include the term of a fixed-term labor contract starting before April 1, 2013, and the currently effective fixed-term labor contract shall expire on the last day of the term; provided, however, that if a Part-Time Lecturer has been without a labor contract for at least six consecutive months (hereinafter referred to as "Gap Period"), his/her contract term before the Gap Period (hereinafter referred to as "Previous Contract Term") shall not be included in his/her total contract term.

3. Notwithstanding the preceding paragraph, if a Part-Time Lecturer has a Gap Period of less than six months, his/her Previous Contract Term shall not be included in his/her total contract term as long as his/her Previous Contract Term is ten months or less and his/her Gap Period meets the corresponding condition specified in Attached Table 5.

4. The following working conditions shall apply to every Non-Fixed-Term Part-Time Lecturer, and for the other working conditions, the working conditions before the conversion shall continue to apply to him/her:

(1) his/her salary is subject to Attached Tables 1 and 2;

(2) his/her periods to be taught shall be determined based on the University's class or curriculum planning each academic year;

(3) his/her Term of Office shall be one year within an academic year and may be renewed upon expiration based on the following factors:

a. his/her workload on the day following the expiration date of the contract term;

b. his/her work performance, work attitude, and competence; and

c. the progress of his/her duties.

(Mandatory Retirement of Non-Fixed-Term Part-Time Lecturers)

Article 41 The mandatory retirement day of a Non-Fixed-Term Part-Time Lecturer shall be the day specified in Attached Table 6 that corresponds to his/her age on the last day of the academic year in which his/her labor contract converts to a non-fixed-term labor contract.

#### Part 11 Miscellaneous Provisions

(Miscellaneous Provisions)

Article 42 Necessary matters not contained in this Rule shall be separately determined by the President.

#### Supplementary Provisions

This Rule takes effect on the date of promulgation and becomes applicable on April 1, 2021.

Supplementary Provisions(Rule No. 8 of March 30, 2022)

This Rule takes effect on April 1, 2022.

Attached Table 1 Hourly Salary for Japanese Part-Time Lecturers (Re: Article 13)

Years of experience	Hourly salary
0 to less than 10 years	8,410 yen



10 to less than 20 years	8,920 yen
20 to less than 30 years	9,640 yen
30 years or more	10,150 yen

- 1 The hourly salary is the compensation for one period.
- 2 The method to calculate years of experience is separately provided for.

Attached Table 2 Hourly Salary for Foreign Part-Time Lecturers (Re: Article 13)

Starting year of the total employment period	Hourly salary
Academic year 2015 or before (if an application for a conversion to a non-fixed-term labor contract is made by March 31, 2021)	12,160 yen
Academic year 2015 or before (if an application for a conversion to a non-fixed-term labor contract is not made by March 31, 2021) and from academic year 2016 to 2020	10,150 yen
Academic year 2021 or after	Amount specified in Attached Table 1

Attached Table 3 Starting and Finishing Times and Breaks (Re: Article 25)

Nagakute Campus and University of the Arts

Starting time	Finishing time	Breaks
8:50 a.m.	10:20 a.m.	None
10:30 a.m.	Noon	None
0:50 p.m.	2:20 p.m.	None
2:30 p.m.	4:00 p.m.	None
4:10 p.m.	5:40 p.m.	None
5:50 p.m.	7:20 p.m.	None
7:30 p.m.	9:00 p.m.	None

Moriyama Campus

Starting time	Finishing time	Breaks
9:00 a.m.	10:30 a.m.	None
10:40 a.m.	0:10 p.m.	None
1:00 p.m.	2:30 p.m.	None
2:40 p.m.	4:10 p.m.	None

4:20 p.m.	5:50 p.m.	None
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Attached Table 4 Number of Days of Annual Leave (Re: Article 28)

Required working days per academic year	Years of continued service starting on the first hiring date						
	1st year	2nd year	3rd year	4th year	5th year	6th year	7th year or longer
217 days or more	10 days	11 days	12 days	14 days	16 days	18 days	20 days
169 to 216 days	7 days	8 days	9 days	10 days	12 days	13 days	15 days
121 to 168 days	5 days	6 days	6 days	8 days	9 days	10 days	11 days
73 to 120 days	3 days	4 days	4 days	5 days	6 days	6 days	7 days
48 to 72 days	1 day	2 days	2 days	2 days	3 days	3 days	3 days

Note: Years of continued service are calculated based on academic years. In this case, the length of service of less than one year for a Part-Time Lecturer hired in the middle of an academic year is calculated as one year.

Attached Table 5 Gap Period of Less Than Six Months Related to Inclusion in Total Employment Period (Re: Article 40)

Previous Contract Term	Gap Period
2 months or less	1 month or more
More than 2 months to 4 months or less	2 months or more
More than 4 months to 6 months or less	3 months or more
More than 6 months to 8 months or less	4 months or more
More than 8 months to 10 months or less	5 months or more

Attached Table 6 Mandatory Retirement of Non-Fixed-Term Part-Time Lecturers (Re: Article 41)

Age on the last day of the academic year in which the labor contract converts to a non-fixed-term labor contract	Mandatory retirement day
64 years old or younger	Last day of the academic year in which the person turns 65 years old
65 years old or older	Last day of the academic year following the academic year in which the labor contract converts to a non-fixed-term labor contract

