

WORK REGULATIONS
FOR
HOURLY NON-TEACHING STAFF

This English document is a reference translation of the Japanese version of the Work Regulations for Hourly Non-teaching Staff .

The official text of the Regulations is the Japanese version.

If there are any contradictions between the Japanese version and this reference translation, the former shall prevail.

The Ritsumeikan Trust
Division of Human Resources

2021.12.1

WORK REGULATIONS FOR HOURLY NON-TEACHING STAFF

(Purpose)

Article 1 These Work Regulations for Hourly Non-teaching Staff of the Ritsumeikan Trust stipulate basic matters concerning employment of Hourly Non-teaching Staff of the Ritsumeikan Trust and schools operated by the Trust . Working conditions and duties shall conform to collective agreements between Hourly Non-teaching Staff members and the Trust and relevant laws and regulations, in addition to the Regulations and other relevant regulations of the Trust.

(Definitions)

Article 2 In the Regulations, Hourly Non-teaching Staff refers to staff members who are employed through an employment contract that stipulates a specific period of employment, and to whom one of the following employment categories applies.

- (1) Part-time Non-teaching Staff
- (2) Part-time Student Employee
- (3) Extended Tenure Part-time Non-teaching Staff

2 Part-time Student Employee as indicated in Item (2) of the preceding Paragraph refers to undergraduate and graduate students enrolled at Ritsumeikan University or Ritsumeikan Asia Pacific University who are hired.

3 The Hourly Non-teaching Staff stipulated in the preceding Paragraph include employees ("Part-time Non-teaching Staff (Non-Fixed Term)" for Part-time Non-teaching Staff and "Part-time Student Employees (Non-Fixed Term)" for Part-time Student Employees, hereinafter collectively referred to as "Hourly Non-teaching Staff (Non-Fixed Term)") who, in accordance with Article 9-2 hereof, have converted to an employment contract without a stipulated term (hereinafter a "non-fixed term employment contract").

(Employment)

Article 3 The Trust shall hire individuals as Hourly Non-teaching Staff members in accordance with the results of selection based on the relevant procedures.

(Withdrawal of Employment)

Article 4 If any of the following circumstances apply to an individual who has been hired, before the day on which his or her contract term starts, and, as a result, an employment relationship between the individual and the Trust cannot be maintained, the Trust may withdraw the decision to hire that individual.

- (1) The individual is unable to serve as an Hourly Non-teaching Staff member because of a physical or mental disability.
- (2) Material misrepresentation has been discovered in documents submitted to the Trust by the individual.
- (3) The individual significantly damages the good name or reputation of the Trust or any of its schools.
- (4) Other conduct similar to the aforementioned actions

(Documents to be Submitted at the Time of Hiring)

Article 5 Each person hired shall submit the following documents no later than the specified date.

(1) Employment contract

(2) Any other documents deemed necessary by the Trust

2 Notwithstanding the stipulations of the preceding Paragraph, Hourly Non-teaching Staff members shall not be required to submit the employment contract if the Trust provides the Hourly Non-teaching Staff member with a Notification of Working Conditions.

(Notification of Changes to Information Provided)

Article 6 If there is any change to the information provided in any document listed in Paragraph 1 (2) of the preceding Article or to any of the following items, the Hourly Non-teaching Staff member shall notify the Trust thereof without undue delay on each occasion.

(1) Citizenship or address

(2) Other necessary matters related to the circumstances of the Hourly Non-teaching Staff member

(Specification of Working Conditions)

Article 7 When the Trust concludes an employment contract, the contract shall specify the matters stipulated by the Regulations and the Ordinance for Enforcement of the Labor Standards Act of Japan in the manner stipulated by the Ordinance.

(Contract Term)

Article 8 The contract term of Hourly Non-teaching Staff (excluding Hourly Non-teaching Staff (Non-Fixed Term)) shall not exceed the fiscal year (April 1 through March 31; same hereinafter), and shall be stipulated in the Notification of Working Conditions or the employment contract.

2 The employment contracts of Part-time Non-teaching Staff members may be renewed up to a maximum of five (5) years in total, through mutual agreement between the Part-time Non-teaching Staff and the Trust; however, if the Trust recognizes special circumstances, the total number of years of renewal may exceed five (5) years.

3 There shall be no maximum total number of years of employment for Part-time Student Employees.

4 Employment contracts may be renewed up to four (4) times through mutual agreement between the Extended Tenure Part-time Non-teaching Staff and the Trust, at the time the contract expires.

(Age Restrictions)

Article 9 Notwithstanding the stipulations of the preceding Article, Hourly Non-teaching Staff members (excluding Hourly Non-teaching Staff (Non-Fixed Term) and Extended Tenure Part-time Non-teaching Staff) shall not be hired after the first March 31 following their 60th birthday; however, this restriction shall not necessarily apply when the Trust has given special authorization.

2 Employees shall not be hired beyond the end (March 31) of the first academic year

following the day on which the Extended Tenure Part-time Non-teaching Staff reaches the age of sixty-five (65).

(Conversion to a Non-fixed Period Employment Contract)

Article 9-2 If the employment period of two (2) or more employment contracts (excluding periods when they are not included, according to Article 18, Paragraph 2 of the Labor Contract Act (Act No. 128 of 2007); hereinafter “total period of employment”) exceeds five (5) years, and the employee requests conversion to a non-fixed period employment contract no later than 30 days prior to the end of the current employment contract period, the contract shall be converted to a non-fixed period employment contract.

2 The starting date of the non-fixed period employment contract indicated in the preceding Paragraph shall be the day following the date on which the current employment contract expires.

3 The mandatory retirement age of Hourly Non-teaching Staff members who have concluded a non-fixed period employment contract shall be a full 60 years of age, and the individual shall retire as of the first March 31 following the date on which he or she has reached the age in question.

4 The working conditions in the non-fixed period employment contract shall be the same as those in the current employment contract.

(Leave of Absence)

Article 9-3 If the Trust deems that an Hourly Non-teaching Staff (Non-Fixed Term) member cannot perform their work duties due to a non-work related illness or injury, the Trust may order the employee to take a leave of absence.

(Period of Leaves of Absence)

Article 9-4 The period of the leave of absence stipulated in Article 9-3 shall be one (1) year.

(Salary during Leaves of Absence)

Article 9-5 Salaries during leaves of absence shall be stipulated in the Regulations Concerning Salaries of Hourly Non-teaching Staff.

(Reinstatement)

Article 9-6 If, before the expiration of a leave of absence, the employee submits a medical certificate from the attending physician verifying that he or she is able to return to work, and the Trust judges that the reason for such leave no longer exists, it shall order the reinstatement of the relevant employee. If the Trust considers it necessary, the Trust may request that the relevant employee be diagnosed by an industrial physician or a doctor designated by the physician.

2 In the event that an employee reinstated in accordance with the preceding Paragraph is absent from work due to illness or injury within one (1) year after reinstatement, the Trust may immediately order the employee to take a leave of absence again. The period of the new leave of absence shall be the remaining period of the relevant absence specified in Article 9-4 hereof.

(Retirement, etc.)

Article 10 An Hourly Non-teaching Staff member shall lose the status of Hourly Non-teaching Staff if:

- (1) he or she reaches the end of the applicable contract term;
- (2) he or she submits a request for retirement stipulated in Paragraph 1 of the following Article and the Trust approves the request;
- (3) he or she dies;
- (4) a Part-time Student Employee is no longer enrolled as a student.

2 An Hourly Non-teaching Staff (Non-Fixed Term) shall lose the position of Hourly Non-teaching Staff (Non-Fixed Term) if:

- (1) he or she reaches the mandatory retirement age stipulated in Article 9-2, Paragraph 3 hereof; or
- (2) he or she requests retirement as stipulated in Article 11-2, Paragraph 1 hereof and has completed the prescribed procedure, or the fourteen (14) days have elapsed since he or she submitted a letter of resignation; or
- (3) he or she dies; or
- (4) he or she is ordered to take a leave of absence in accordance with Article 9-3 hereof and is not reinstated when the period of the leave of absence has expired.

(Procedure for Retirement Due to Personal Reasons)

Article 11 If an Hourly Non-teaching Staff member (excluding Hourly Non-teaching Staff (Non-Fixed Term). The same shall apply hereinafter in this article.) desires to retire during the employment period due to personal reasons, he or she shall submit a notification of retirement to the Managing Director of Human Resources via his or her supervisor no later than fourteen (14) days prior to the intended retirement date.

2 A notification of retirement may not be withdrawn after the approval stipulated in Paragraph 1, Item (2) of the preceding Article has been given.

Article 11-2 If an Hourly Non-teaching Staff (Non-Fixed Term) member desires to retire for personal reasons, he or she shall submit a letter of resignation at least fourteen (14) days prior to the intended retirement day.

2 A request for retirement may not be withdrawn after completion of the procedure stipulated in Article 10, Paragraph 2, Item (2).

(Dismissal)

Article 12 The Trust may dismiss the Hourly Non-teaching Staff member in any of the following cases.

- (1) The individual is unable to serve as an Hourly Non-teaching Staff member because of a physical or mental disability.
- (2) The Hourly Non-teaching Staff member's performance or attitude toward work is significantly poor, and no improvement is expected.
- (3) Dismissal of the Hourly Non-teaching Staff member is unavoidable from the standpoint of the management or operation of the Trust.
- (4) Material misrepresentation has been discovered in documents submitted to the Trust by the individual.
- (5) Criminal charges have been brought against the Hourly Non-teaching Staff member, and, in light of the details of the case, the Trust has judged the Hourly

Non-teaching Staff member to be unsuitable as an Hourly Non-teaching Staff member.

(6) The Hourly Non-teaching Staff member is significantly lacking in the abilities or efficiency required to perform assigned duties, and the improvement thereof is not expected.

(7) Dismissal of the Hourly Non-teaching Staff member is unavoidable due to the downsizing or completion of business, etc.

(8) There is any other circumstance similar to those indicated above which prevents the maintenance of the employment relationship.

(Notice of Termination and Payment in Lieu of Notice)

Article 13 When the Trust dismisses an Hourly Non-teaching Staff member in accordance with the stipulations of the preceding Article, it shall give prior notice of at least thirty (30) days, or, in lieu thereof, pay an amount equal to the average wages for thirty (30) days as stipulated in Article 12 of the Labor Standards Act. However, this shall not necessarily apply in cases in which the operation of the Trust becomes impossible due to a natural disaster or other circumstances beyond the control of the Trust and cases in which the dismissal is due to grounds attributable to the Hourly Non-teaching Staff member.

(Restrictions on Dismissal)

Article 14 The Trust shall not dismiss the Hourly Non-teaching Staff member during any of the following periods; however, in the case of Item 1, this restriction shall not necessarily apply in the event that the Hourly Non-teaching Staff member is paid compensation for discontinuance in accordance with Article 81 of the Labor Standards Act.

(1) A period during which the Part-time Research Staff member is on leave due to a work-related or commute-related illness or injury as stipulated in Article 8 of the Regulations Concerning Leave of Teaching Staff and Other Staff (hereinafter "Leave Regulations") and for thirty (30) days thereafter.

(2) A period during which a female Part-time Research Staff member is on maternity leave as stipulated in Article 6, Paragraph 1 (2) of the Leave Regulations and for ninety (30) days thereafter.

(Obligations of Retiring Hourly Non-teaching Staff members)

Article 15 An Hourly Non-teaching Staff member retiring from service with the Trust shall return all documents and other items loaned by the Trust, and transfer his or her duties, etc., to the successor without undue delay.

2 After retirement, the Hourly Non-teaching Staff member shall not disclose to any third party or use for any personal purpose any confidential information acquired in the course of the performance of his or her duties.

(Certificate of Retirement)

Article 16 If a retired Hourly Non-teaching Staff member requests issuance of a certificate of retirement, the Trust shall issue such certificate without undue delay.

2 The following information can be included in the certificate of retirement, with the actual content limited to items requested by the retired Hourly Non-teaching Staff member.

- (1) Period of employment
- (2) Type of duty
- (3) Position
- (4) Wages
- (5) Reason for retirement (including cases in which employment was terminated by the Trust)

(Working Hours, etc.)

Article 17 Work starting and ending times, breaks, etc., and working hours shall be stipulated individually in the Hourly Non-teaching Staff member's Notification of Working Conditions or employment contract, with working hours not to exceed forty (40) hours per week or eight (8) hours per day.

2 Notwithstanding the stipulations of the preceding Paragraph, the prescribed working hours of Part-time Student Employees shall not exceed twenty-eight (28) hours per week; however, this restriction shall not necessarily apply when the individual is employed for two (2) months or less during summer vacation or spring vacation.

3 If necessary for operation, work starting and/or ending times and break times may be changed by notification no later than the day preceding the date of the change.

4 Hourly Non-teaching Staff members may use break times freely.

(Work from Home)

Article 17-2 If deemed necessary due to circumstances associated with duties, etc., the Trust may instruct the Retired Hourly Non-teaching Staff member to undertake Work from Home.

2 Necessary matters relating to Work from Home are prescribed in [Work from Home Regulations for Teaching Staff and Other Staff].

(Workdays)

Article 18 Workdays shall not exceed six (6) days per week, and shall be stipulated in the Notification of Working Conditions or the employment contract.

2 When a shift chart is used to stipulate workdays and working hours, the days and times shall be allocated in groups of no more than six (6) days and no more than forty (40) hours of actual work per week.

(Holidays)

Article 19 Holidays shall be the days not stipulated as workdays in the Notification of Working Conditions or the employment contract.

(Substitution of Holidays)

Article 20 If necessary for operation of the Trust, the Trust may substitute any of the holidays of some or all Hourly Non-teaching Staff members as specified in the preceding Article on another day by giving notice designating the substitute holiday no later than the day preceding the original holiday.

(Overtime Work, Holiday Work, etc.)

Article 21 The Trust may order Hourly Non-teaching Staff members to work in excess of the working hours specified in Article 17 hereof or work on a holiday, within the limitation agreed upon in a collective agreement in accordance with Article 36, Paragraph 1 of the Labor Standards Act, if such overtime work or holiday work is:

- (1) necessary for operation of the Trust; or
- (2) temporarily required due to a disaster or other unavoidable circumstances.

(Leave/Vacation)

Article 22 Matters related to leave/vacation shall be stipulated in the Leave Regulations.

Article 23 Delete

Article 24 Delete

Article 25 Delete

(Exemption from Overtime Work for Childcare or Nursing Care)

Article 27 If an Hourly Non-teaching Staff member with a child (including children who are in a monitoring period for special adoption, children who have been placed with adopting foster parents, and children who have been placed with nursing foster parents; however, in the case of a child who is a family member in need of nursing care, this shall apply only to biological children and adopted children; the same shall apply in Articles 28 through 29, and Article 32) who has not reached the age of three (3) or a family member in need of nursing care requests exemption from overtime work, the Trust shall not order the individual to work overtime.

(Restriction on Overtime Work for Childcare or Nursing Care)

Article 28 If an Hourly Non-teaching Staff member with a child who has not reached the age for entrance to elementary school or a family member in need of nursing care requests restriction on overtime work, the Trust shall not order the individual to work overtime exceeding twenty-four (24) hours a month or one hundred fifty (150) hours a year, regardless of the stipulations of Article 21 hereof, except in cases in which such restriction would interfere with the normal operation of the Trust.

(Reduced Working Hours for Childcare or Nursing Care)

Article 29 If an Hourly Non-teaching Staff member who works in excess of six (6) hours per day and has a child who has not reached the age of three (3) requests a reduction of working hours, the Trust shall reduce the Hourly Non-teaching Staff member's working hours a maximum of one (1) hour after the work starting time and one (1) hour before the work ending time, or two (2) hours once per workday during the working hours.

2 If an Hourly Non-teaching Staff member nursing a family member in need of such care requests a reduction of working hours, the Trust shall reduce the Hourly Non-teaching Staff member's working hours a maximum of one (1) hour after the work starting time and one (1) hour before the work ending time, or two (2) hours once per workday during the working hours; however, the maximum period shall be three (3) years per applicable family member, beginning on the start date, and it can be taken multiple times within that period.

3 Any hours in which an Hourly Non-teaching Staff member is exempted from working in accordance with Paragraph 1 or 2 of this Article shall be unpaid.

(Hospital/Clinic Visits)

Article 30 A female Hourly Non-teaching Staff member whose pregnancy has been confirmed shall be entitled to time for health guidance or medical examinations in accordance with the Maternal and Child Health Act.

2 Female Hourly Non-teaching Staff members may request that the Trust take appropriate measures such as a change of working hours, reduction of work, etc., to enable the Hourly Non-teaching Staff member to follow instructions in accordance with the health guidance or medical examination indicated in the preceding Paragraph.

3 The time authorized in accordance with the preceding two Paragraphs shall be unpaid.

(Reduction of the Burden of Commuting for Pregnant Hourly Non-teaching Staff members)

Article 31 After confirmation of her pregnancy, a female Hourly Non-teaching Staff member may request that her working hours be reduced by thirty (30) minutes twice a day or by one (1) hour once a day to enable her to avoid traffic congestion.

2 The time authorized in accordance with the preceding Paragraph shall be unpaid.

(Childcare Time)

Article 32 A female Hourly Non-teaching Staff member with a baby under the age of one (1) shall be entitled to request the Trust to give her time for caring for the baby, in units of thirty (30) minutes twice a day or one (1) hour once a day during working hours.

2 The time authorized in accordance with the preceding Paragraph shall be unpaid.

(Attendance and Leaving)

Article 33 Each Hourly Non-teaching Staff member shall comply strictly with the prescribed starting and ending times of work and register his or her attendance time and leaving time.

(Tardiness, Leaving Early, and Leaving for Personal Reasons)

Article 34 When an Hourly Non-teaching Staff member is unavoidably compelled to arrive at work later than the prescribed work starting time, leave the workplace earlier than the prescribed work ending time, or leave the workplace for any personal reason, he or she shall obtain prior approval; however, if the individual has no time or means to obtain prior approval of such late arrival, he or she shall obtain approval promptly after the fact.

(Absence Procedures)

Article 35 In the event that an Hourly Non-teaching Staff member will be absent from duties due to an illness or other unavoidable circumstances, he or she shall notify the Trust in advance using the prescribed form; however, in special situations in

which the Hourly Non-teaching Staff member has no time or means for such prior notification, he or she shall make notification promptly after the fact.

2 In the event that an Hourly Non-teaching Staff member is absent from work for seven (7) consecutive calendar days due to an illness or injury, the Hourly Non-teaching Staff member shall submit a medical certificate from the attending physician.

3 If the period of an absence exceeds the period of treatment indicated on the medical certificate stipulated in the preceding Paragraph, a new medical certificate must be submitted.

(Salary)

Article 36 Details about salaries of Hourly Non-teaching Staff members shall be stipulated in the Regulations Concerning Salaries of Hourly Non-teaching Staff.

(Business Trips)

Article 37 If necessary for operation of the Trust, the Trust may order an Hourly Non-teaching Staff member to make a business trip.

2 Necessary details about payment of expenses, etc., related to business trips shall be stipulated in the Regulations for Travel Expenses.

(Social Insurance, etc.)

Article 38 Participation of Hourly Non-teaching Staff members in each type of social insurance, etc., shall comply with the stipulations of the Employment Insurance Act, the Private School Personnel Mutual Aid Association Act, and the Workers' Accident Compensation Insurance Act.

(Duties)

Article 39 Hourly Non-teaching Staff members shall comply with the Regulations and perform their assigned duties in good faith.

2 Hourly Non-teaching Staff members shall comply with the following items.

(1) Hourly Non-teaching Staff members shall focus on duties in accordance with the instructions of their supervisor during working hours, and shall not leave the workplace without permission.

(2) Hourly Non-teaching Staff members shall be punctual, and shall conduct assigned work promptly and reliably.

(3) Hourly Non-teaching Staff members shall not reveal confidential information of the Trust or matters that would be detrimental to the Trust to outside parties.

(4) Hourly Non-teaching Staff members shall handle all personal information possessed by the Trust appropriately and in accordance with the Personal Information Protection Regulations of the Ritsumeikan Trust.

(5) Hourly Non-teaching Staff members shall not use the facilities or property of the Trust for any purpose other than their assigned duties, without authorization.

(Handling of Confidential Documents and the Duty of Confidentiality)

Article 40 Each Hourly Non-teaching Staff member shall handle confidential documents in accordance with the Regulations Regarding Protection of Internal

Information and fulfill his or her duty of confidentiality.

(Disciplinary Action)

Article 41 The following conduct by Hourly Non-teaching Staff members may be subject to disciplinary action.

- (1) Violation of the Regulations, other regulations stipulated by the Trust, or other applicable laws and regulations
- (2) Violation of obligations related to duties or negligence of duty
- (3) Conduct that causes damage to the Trust intentionally or through gross negligence
- (4) Conduct that constitutes a crime
- (5) Serious misrepresentation of their personal background
- (6) Conduct that significantly damages the good name or reputation of the Trust or any of its schools
- (7) Harassment
- (8) Other conduct similar to the aforementioned actions

2 If it is found that any of the Items in the preceding Paragraph applied to a retired or dismissed Hourly Non-teaching Staff member during the time the individual was under employment, he or she shall be given an assessment equivalent to the type and details of the applicable disciplinary action stipulated in each Item of Paragraph 1 of the next Article (hereinafter "assessment equivalent to disciplinary action").

(Types and Levels of Disciplinary Action)

Article 42 The types and details of disciplinary action shall be as specified below; however, in cases with extenuating circumstances or when the offender clearly displays contrition, the disciplinary action may be reduced to a strict warning.

- (1) Reprimand: The offender is required to submit a letter of apology and is given a warning regarding future behavior.
- (2) Reduction of pay: The offender is given a warning regarding future behavior and his or her salary is reduced within the range stipulated in Article 91 of the Labor Standards Act.
- (3) Suspension: The offender is given a warning regarding future behavior and suspended from work for a period not exceeding six (6) months.
- (4) Resignation under instruction: The offender is recommended to submit a letter of resignation, and if the Hourly Non-teaching Staff member does not follow that recommendation, he or she is dismissed after receiving a notice of termination thirty (30) days before the dismissal date, or immediately dismissed with payment of an amount not less than the average wages for thirty (30) days in lieu of such notice.
- (5) Punitive dismissal: The offender is immediately dismissed with no prior notice.

2 No salary shall be paid for the period of suspension from work stipulated in Item (3) of the preceding Paragraph.

3 In the case of Paragraph 1 (5) of this Article, if the Chief of the Labor Standards Inspection Office having jurisdiction approves, the Trust shall make no payment in lieu of the notice of termination as stipulated in Article 14 hereof.

4 The stipulations of Paragraph 1 shall apply with necessary modifications to assessments equivalent to disciplinary action in accordance with Paragraph 2 of the preceding Article.

(Procedures for Disciplinary Action)

Article 43 The details of procedures for disciplinary action and for an assessment equivalent to disciplinary action shall be set forth in the Regulations Regarding Procedures for Disciplinary Action against Teaching Staff and Other Staff.

(Damages)

Article 44 If an Hourly Non-teaching Staff member causes serious damage to the Trust, intentionally or through gross negligence, the Trust may require the Hourly Non-teaching Staff member to pay compensation for such damage in part or in whole; however, payment of such compensation shall not exempt the Hourly Non-teaching Staff member from disciplinary action.

(Health and Safety)

Article 45 The Trust shall implement measures necessary to ensure the health and safety of Hourly Non-teaching Staff members.

2 Hourly Non-teaching Staff members shall always strictly comply with regulations and the Trust's instructions regarding health and safety and strive to maintain and improve health and safety.

3 The Trust shall conduct yearly medical examinations on all Hourly Non-teaching Staff members; however, the University's regular medical examination fulfills this requirement for Part-time Student Employees who have undergone the University's medical examination.

4 Notwithstanding the stipulations of the preceding Paragraph, the Trust may conduct special medical examinations on all or some Hourly Non-teaching Staff members when necessary.

5 Hourly Non-teaching Staff members may not refuse to undergo the medical examination stipulated in the preceding two Paragraphs without a justifiable reason.

6 Hourly Non-teaching Staff members shall participate in education and training regarding health and safety conducted by the Trust.

(Compulsory Leave, etc.)

Article 46 The Trust may prohibit an Hourly Non-teaching Staff member from attending work in accordance with Article 27 of the Regulations Concerning Management of Safety and Health of Employees.

(Work-related Accident Compensation)

Article 47 Payment of accident compensation and insurance benefits for the injury, illness, disability, or death of Hourly Non-teaching Staff members suffered in relation to the performance of duties for the Trust or while commuting shall conform to the Workers' Accident Compensation Insurance Act.

(Revision and Abolition)

Article 48 Revision and abolition of the Regulations shall be conducted by the Executive Board of Trustees.