

**Hiroshima University Work Regulations for Contract Employees**

Regulation No. 101 of April 1, 2004

Hiroshima University Work Regulations for Contract Employees

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Chapter I General Provisions

(Purposes)

Article 1

1. These Regulations provide for, pursuant to the provisions of Article 21, paragraph 2 of the Hiroshima University Policies and Regulations (Regulation No. 1 of April 1, 2004), any matters necessary to govern employment of employees working for Hiroshima University (hereinafter referred to as "the University") who are employed with a fixed term by the University to be engaged exclusively in any specialized work or other work in any particular field (hereinafter referred to as "Contract Employees"), including but not limited to any employees whose labor contract has been converted into that without a term limitation pursuant to the provisions of Article 18 of the Labor Contract Act (Act No. 128 of December 5, 2007) (including but not limited to any employees who are deemed to be said employees pursuant to the provisions of Article 15-2 of the Act on Enhancement of Research and Development Capacity and Efficient Promotion of Research and Development by Advancement of Research and Development System Reform (Act No. 63 of June 11, 2008)).
2. Any matters not stipulated in these Regulations or a relevant employment contract for Contract Employees (hereinafter referred to as "Employment Contract Form") shall be governed by the Labor Standards Act (Act No. 49 of 1947), the Act of National University Corporations (Act No. 112 of 2003) and other applicable laws and regulations.

(Definitions)

Article 2

1. The term "Education/Research Contract Employees" as used herein means Contract Employees of the University who are to be engaged mainly in such activities as are particularly essential for educational research, including but not limited to education, research and medical care.
2. The term "Administrative/Technical Contract Employees" as used herein means Contract Employees of the University other than Education/Research Contract Employees.

(Compliance and execution)

Article 3

The University and Contract Employees must comply with, and strive to execute, these Regulations in good faith from their respective standpoints.

Chapter II Appointment and Dismissal

Section 1 Hiring

(Hiring)

Article 4

1. A Contract Employee (other than a part-time employee to be hired under the provisions of the Act on Stabilization of Employment of Elderly Persons (Act No. 68 of 1971)) shall be selected for hiring based on screening of his/her personality, history, academic ability, skills, health and other necessary matters.
2. Necessary matters pertaining to the hiring of Education/Research Contract Employees shall be prescribed by the Hiroshima University Regulations for Appointment, Removal, Salaries, Working Hours, Time-off and Leave of Contracted Teaching and Research-Related Employees (Regulation No. 67 of March 28, 2008, hereinafter referred to as "Regulations for Appointment and Dismissal, etc. of Education/Research Contract Employees").
3. Necessary matters pertaining to the hiring of Administrative/Technical Contract Employees shall be prescribed by the Hiroshima University Regulations for Appointment, Removal, Salaries, Working Hours, Time-off and Leave of Contracted Administrative/Technical Employees (Regulation No. 68 of March 28, 2008, hereinafter referred to as "Regulations for Appointment and Dismissal, etc. of Administrative/Technical Contract Employees").

(New posting travel)

Article 4-2

A Contract Employee must take a new posting at the place of his/her

- (6) Matters concerning retirement;
  - (7) Whether or not retirement allowances will be provided; and
  - (8) Whether or not bonuses will be provided.
2. When any of the matters specified in the preceding paragraph are changed during the term of employment, the University shall issue to the Contract Employee a document containing the contents of the changes.

(Conclusion of individual employment contracts)

Article 7

When deeming it necessary, the University shall conclude an individual employment contract with the Employment Contract Form.

(Probationary period)

Article 8

1. The probationary period for a newly hired Contract Employee shall be six (6) months from the day on which he/she is hired, and said Contract Employee shall become a regular employee if he/she has performed his/her duties satisfactorily during the period; provided; however, that when deeming it necessary, the University may shorten or omit the probationary period.
2. The University may dismiss the Contract Employee if, during or at the end of the probationary period specified in the preceding paragraph, he/she is:
  - (1) poor in work performance;
  - (2) mentally or physically disabled; or
  - (3) otherwise inappropriate as a Contract Employee.
3. Article 12, paragraph 3 and Article 13 herein shall apply mutatis mutandis to the case where the University dismisses a Contract Employee during the probationary period (excluding a Contract Employee who has been employed for less than fourteen (14) days after his/her employment) pursuant to the preceding paragraph.
4. The probationary period shall be included in the calculation of the years of service.
5. Necessary matters pertaining to the probationary period of Education/Research Contract Employees shall be prescribed by the Regulations for Appointment and Dismissal, etc. of Education/Research Contract Employees.
6. Necessary matters pertaining to the probationary period of Administrative/Technical Contract Employees shall be prescribed by the Regulations for Appointment and Dismissal, etc. of Administrative/Technical Contract Employees.

Section 2 Evaluation

(Evaluation of work performance)

Article 9

Evaluation shall be conducted for the work performance of Contract Employees.

Section 3 Change of Position and Employees on Loan

(Change of position and employees on loan)

Article 10

1. A Contract Employee may be ordered to change position, according to operational requirements.
2. A Contract Employee (limited to those working for designated faculties specified in Article 3, paragraph 1, item 1 of the Regulations for Appointment and Dismissal, etc. of Education/Research Contract Employees, Assistant Professors of the University Hospital specified in item 3 of the same paragraph, Researchers specified in item 6 of the same paragraph, Education and Research Coordination Staff Members specified in item 7 of the same paragraph, or residents specified in Article 3, paragraph 1, item 11 of the same Regulations) may be ordered to take a secondment, according to operational requirements.
3. A Contract Employee may not decline without just cause an order to change position or take a secondment; provided, however, that no Education/Research Contract Employee specified

separately by the University shall be ordered to change position or take a secondment against his/her will unless the order is based on the result of deliberations by the Education and Research Council.

4. A Contract Employee who has been ordered to change position or take a secondment must promptly return any and all equipment, documents and other goods in storage.
5. Necessary matters pertaining to the change of position of Education/Research Contract Employees shall be prescribed by the Regulations for Appointment and Dismissal, etc. of Education/Research Contract Employees.
6. Necessary matters pertaining to the change of position of Administrative/Technical Contract Employees shall be prescribed by the Regulations for Appointment and Dismissal, etc. of Administrative/Technical Contract Employees.
7. Necessary matters pertaining to the secondment shall be prescribed by the Hiroshima University Regulations for Temporary Transfer of Employees to Another Organization (Regulation No. 84 of April 1, 2004), the Hiroshima University Regulations for Temporary Loan of Hospital Residents (Regulation No. 70 of March 22, 2007) and the Hiroshima University Regulations for the Cross Appointment System (Regulation No. 54 of March 24, 2015).

#### Section 4 Administrative Leave

(Administrative leave)

##### Article 10-2

1. A Contract Employee (excluding one working within the probationary period) as specified separately by the University may be placed on administrative leave if:
  - (1) he/she requires a long recuperation due to a physical or mental impairment;
  - (2) he/she is prosecuted for any crime;
  - (3) his/her fate or whereabouts is unknown due to a flood, fire, or other disaster;
  - (4) he/she engages in research, inquiry and so on connected to his/her duties, at a school, research institute, hospital or other public facility;
  - (5) under entrustment from the state or a specified incorporated administrative agency, he/she engages in a research, inquiry and so on connected to his/her duties, at any public facility set forth in the preceding item;
  - (6) he/she holds a concurrent post in, or is required to cooperate or engage in the operation of, any commercial enterprise or other body, for the purpose of utilizing any research results or participating in management, and is found unable to perform his/her duties in the University;
  - (7) he/she is transferred on the request of any international organization that Japan has joined, any organization of foreign government, and so on; or
  - (8) it is otherwise considered appropriate that he/she is placed on administrative leave.
2. Necessary matters pertaining to the administrative leave of Education/Research Contract Employees due to any event set forth in item 1 or items 4 to 6 of the preceding paragraph shall be prescribed by the Regulations for Appointment and Dismissal, etc. of Education/Research Contract Employees.
3. Necessary matters pertaining to the administrative leave of Administrative/Technical Contract Employees due to any event set forth in the paragraph 1, item 1 above, shall be prescribed by the Regulations for Appointment and Dismissal, etc. of Administrative/Technical Contract Employees.
4. Provisions of the Hiroshima University Regulations for Dispatching Employees to International Organizations (Regulation No. 85 of April 1, 2004) shall apply mutatis mutandis to necessary matters pertaining to the administrative leave due to any event set forth in the paragraph 1, item 7 above.

##### Article 10-3

1. As a basic rule, the period of administrative leave resulting from any event set forth in the preceding Article, paragraph 1, item 1 or items 3 to 8 above, shall be within a period not exceeding three (3) years during the employment period. In cases where such period of administrative leave is less than three (3) years, such period of administrative leave may be extended within the period not exceeding three (3) years in total from the day on which the

period of administrative leave has commenced.

2. As a basic rule, the period of administrative leave due to any event set forth in the preceding Article, paragraph 1, item 2 above, shall be the period during which the relevant criminal case is pending before the court.

(Return to work)

Article 10-4

1. In cases where the grounds for administrative leave of a Contract Employee have been resolved during his/her administrative leave, the University shall then promptly have the Contract Employee return to work; provided, however, that this shall not apply to the case where said Contract Employee has left his/her job or has been placed on administrative leave due to another reason.
2. When the period of administrative leave has expired, the Contract Employee (excluding one who has been placed on administrative leave due to any event set forth in Article 10-2, paragraph 1, item 1 and whose physical or mental impairment has not been cured or resolved, making it difficult for him/her to return to work) shall return to work.

(Status of a person, etc. under administrative leave)

Article 10-5

A Contract Employee under administrative leave shall retain his/her status as Contract Employee of the University and shall not engage in his/her duties.

Section 5 Retirement

(Retirement)

Article 11

1. When falling under any of the following items, a Contract Employee shall retire from office and lose his/her status as Contract Employee of the University:
  - (1) when a letter of resignation has been submitted by him/her for personal reasons and is approved by the University;
  - (2) when his/her prescribed employment period has expired and is not renewed;
  - (3) when, for a Contract Employee who has been placed on administrative leave due to any event set forth in the Article 10-2, paragraph 1, item 1 or items 3 to 7 above, the grounds for administrative leave have not been resolved despite the expiration of the period of administrative leave;
  - (4) when he/she takes office as an executive of the University;
  - (5) when, on the request of the University, the Hiroshima University Work Regulations for Employees (Regulation No. 78 of April 1, 2004) and the Hiroshima University Work Regulations for Mariners (Regulation No. 79 of April 1, 2004) become applicable to him/her;  
or
  - (6) when he/she is deceased.
2. Necessary matters pertaining to the retirement of Education/Research Contract Employees shall be prescribed by the Regulations for Appointment and Dismissal, etc. of Education/Research Contract Employees.
3. Necessary matters pertaining to the retirement of Administrative/Technical Contract Employees shall be prescribed by the Regulations for Appointment and Dismissal, etc. of Administrative/Technical Contract Employees.

Section 6 Dismissal

(Dismissal)

Article 12

1. If any event falling under any of the following items arises, a Contract Employee may be dismissed:
  - (1) when he/she becomes an adult ward or a person under curatorship;

- (2) when he/she falls under any of the grounds for disciplinary action stipulated in Article 32;
  - (3) when his/her work performance is remarkably poor and there is no hope of improvement and he/she cannot be assigned to another position, or he/she otherwise cannot perform his/her duties;
  - (4) when the execution of his/her duties is significantly impeded, or impossible, due to a physical or mental impairment;
  - (5) when there occurs a surplus of personnel, in the course of business operation, or due to a reduction in business activity resulting from any natural disaster or similar unavoidable reason, and it is difficult for him/her to be assigned to another position;
  - (6) when the University has no other choice but to close its business due to a termination of reception of external funds or a completion of any project or other operation;
  - (7) when the University has employed him/her pursuant to the Hiroshima University Regulations for the Tenure Track System (Regulation No. 10 of March 26, 2013) and, after receiving from him/her an application for conversion of the employment into that without a fixed term pursuant to the provisions of Article 18 of the Labor Contract Act during the tenure track period, fails to grant tenure to him/her after screening therefor; or
  - (8) when there are unavoidable reasons similar to those described in any of the above items.
2. If he/she is dismissed pursuant to the preceding paragraph, at least 30 days advance notice shall be given to him/her, or an allowance of at least 30 days of average wages prescribed in Article 12 of the Labor Standards Act shall be paid; provided, however, that this shall not apply to the case where he/she is under the probationary period (except if he/she has been employed for more than 14 days) or where he/she is subject to the disciplinary dismissal prescribed in Article 33, paragraph 1, item 1, with the approval of the competent Labor Standards Inspection Office.
  3. The number of days of advance notice set forth in the main clause of the preceding paragraph may be reduced by the number of days for which the average wage for each day has been paid.
  4. In the event of a dismissal pursuant to the precedent two paragraphs, upon receiving a request for issuance of a document stating the grounds for dismissal from the employee who has received the advance notice during the period from the date of advance notice to the date of dismissal, the University shall issue to him/her without delay a certificate of grounds for dismissal.
  5. Necessary matters pertaining to the dismissal of Education/Research Contract Employees shall be prescribed by the Regulations for Appointment and Dismissal, etc. of Education/Research Contract Employees.
  6. Necessary matters pertaining to the dismissal of Administrative/Technical Contract Employees shall be prescribed by the Regulations for Appointment and Dismissal, etc. of Administrative/Technical Contract Employees.

(Restrictions on dismissal)

#### Article 13

Notwithstanding the provisions of the preceding Article, paragraph 1, a Contract Employee shall not be dismissed during the following periods; provided, however, that this shall not apply to a case where, in the case of item 1, an injury or illness has not been resolved or cured even after three (3) years have passed from the start of recuperation and an injury and disease compensation pension is paid under the provisions of the Workers' Accident Compensation Insurance Act (Act No. 50 of 1947; the "Workers' Compensation Act"), or the compensation for termination is deemed to have been paid under the provisions of Article 81 of the Labor Standards Act, or where the approval of the competent Labor Standards Inspection Office is given under the provisions of Article 19, paragraph 2 of the Labor Standards Act:

- (1) the period of time of his/her absence from work for medical treatment for injury or illness suffered in the course of employment, and thirty (30) days thereafter; and
- (2) the period of time within six (6) weeks of the date on which she is scheduled to give birth, calculated from her due date (or fourteen (14) weeks in the case of a multiple pregnancy), the period of time until eight (8) weeks have passed after the day following the delivery, and thirty (30) days thereafter.

Section 7 Liabilities, etc. of Resignee

(Liabilities of retiree)

Article 14

A person who retires from office or is dismissed may not leak any secrets or personal information he/she has obtained during the employment period.

(Return of lent articles)

Article 15 A Contract Employees who retires from office or is dismissed must promptly return articles borrowed from the University.

(Issuance of severance certificate)

Article 16

Upon request, the University shall issue a severance certificate described in Article 22 of the Labor Standards Act.

### Chapter III Remuneration

(Remuneration)

Article 17

1. Necessary matters pertaining to the remuneration of Education/Research Contract Employees shall be prescribed by the Regulations for Appointment and Dismissal, etc. of Education/Research Contract Employees.
2. Necessary matters pertaining to the remuneration of Administrative/Technical Contract Employees shall be prescribed by the Regulations for Appointment and Dismissal, etc. of Administrative/Technical Contract Employees.

### Chapter IV Service Disciplines

(Duty to work in good faith)

Article 18

1. Contract Employees must, based on the Constitution, the Civil Code, the Labor Contract Act, the Labor Dispute Mediation and Conciliation Act and the public nature of its business, engage in good faith in their duties.
2. Contract Employees shall not engage in any acts against the interest of the University.

(Requirement on services)

Article 19

1. A Contract Employee must comply with relevant laws and regulations, and perform his/her duties in accordance with the instructions of his/her superiors.
2. A Contract Employee must strive to ensure normal business operation through mutual collaboration.

(Prohibition of acts which may damage confidence, etc.)

Article 20

No Contract Employee shall:

- (1) cause a loss of reputation of, or confidence in, The University, or damage the honor of those employed, or
- (2) cause disruption of discipline or order in the University.

(Matters to be observed)

Article 21

Contract Employees shall comply with the following rules:

- (1) A Contract Employee may not leak any secrets or personal information he/she have obtained in the course of his/her duties;
- (2) In publishing, as a witness, expert witness and so on under any laws or regulations, any matters falling under official secrets, A Contract Employee must acquire the permission of the

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University;

- (3) A Contract Employee must secure the safety and reliability of the information asset of the University, and avoid causing a loss of social confidence;
- (4) A Contract Employee shall always make a proper distinction between the public and the private, and shall not utilize his/her duties or position for private interests of his/her own;
- (5) A Contract Employee may not commit any acts that disturb or otherwise disrupt order and discipline on the campus or within the facilities of the University (hereinafter referred to as "on Campus");
- (6) A Contract Employee may not conduct, as an act conducted for and on behalf of the University, any political education or other political activities, for the purpose of supporting or opposing any specific political parties;
- (7) A Contract Employee may not conduct, using his/her educational position in relation to pupils, students and scholars, any election campaign;
- (8) In conducting a broadcast, advertising, public gathering, distribution/circulation/posting of a document image, or other similar activities on Campus, a Contract Employee must notify the University in advance; provided, however, that the use of the University's facilities may not be permitted if it is likely to disrupt order and discipline on Campus.
- (9) No employee may lend money or goods, or sell goods, for profit on Campus without permission of the University.

(Additional jobs)

### Article 22

1. A Contract Employee who is subject to the same prescribed working hours as those of employees who are subject to the Hiroshima University Work Regulations for Employees, may not engage in an additional job or jobs, or personally run a for-profit company, except where the University's permission has been received.
2. A Contract Employee whose prescribed working hours per day or per week numbers less than those of Contract Employees set forth in the preceding paragraph may not engage in an additional job or jobs, or personally run a for-profit company, when such an act may cause disturbance to his/her duties at the University.
3. Necessary matters pertaining to additional jobs of Contract Employees described in paragraph 1 above shall be prescribed by the Hiroshima University Regulations on Side Businesses of Employees (Regulation No. 89 of April 1, 2004).

(Ethics)

### Article 23

Provisions of the Hiroshima University Regulations for the Employee Code of Ethics (Regulation No. 90 of April 1, 2004) (except for the provisions of Article 18, paragraphs 1 and 2 as well as Article 21) shall apply mutatis mutandis to the necessary matters pertaining to the maintenance of ethics in duties of Contract Employees.

(Prevention of harassment)

### Article 24

1. No Contract Employee may engage in any harassment in any way.
2. Matters pertaining to the prevention of harassment, etc. shall be governed by the provisions of the Hiroshima University Regulations Regarding Harassment Prevention (Regulation No. 111 of April 1, 2004).

(Intellectual property rights)

### Article 25

Matters pertaining to the intellectual property rights shall be governed by the provisions of the Hiroshima University Regulations for Employee Inventions (Regulation No. 112 of April 1, 2004).

(Whistle-blowing)

### Article 25-2



Matters pertaining to the whistle-blowing shall be governed by the provisions of the Hiroshima University Regulations for Handling of Whistleblowing (Regulation No. 20 of March 14, 2006).

Chapter V Working hours, Days off and Leave, etc.

(Working hours, etc.)

Article 26

1. Necessary matters pertaining to the working hours, days off, leave and so on of Education/Research Contract Employees shall be prescribed by the Regulations for Appointment and Dismissal, etc. of Education/Research Contract Employees.
2. Necessary matters pertaining to the working hours, days off, leave and so on of Administrative/Technical Contract Employees shall be prescribed by the Regulations for Appointment and Dismissal, etc. of Administrative/Technical Contract Employees.

(Childcare leave, etc.)

Article 27

1. A Contract Employee responsible for raising a child shall be eligible for childcare leave or partial childcare leave on making a request to the University.
2. Necessary matters pertaining to the childcare leave or partial childcare leave of Contract Employees shall be prescribed by the Hiroshima University Regulations for Employee Childcare Leave (Regulation No. 92 of April 1, 2004).

(Family care leave, etc.)

Article 28

1. A Contract Employee who needs to take care of his/her family member due to an injury or illness shall be eligible for family care leave or partial family care leave on making a request to the University.
2. Necessary matters pertaining to the family care leave or partial family care leave of Contract Employees shall be prescribed by the Hiroshima University Regulations for Employee Family Care Leave (Regulation No. 93 of April 1, 2004).

(Spouse Overseas Transfer Leave)

Article 28-2

1. A Contract Employee may take leave to accompany his/her spouse who lives or stays overseas for his/her work or other reasons in order to live together with her/him at such overseas location ~~URRVNR RSR R a N b R cR RN a N SR RN R O QaNVVTaURB VR V~~ approval.
2. Necessary matters pertaining to Spouse Overseas Transfer Leave shall be prescribed by the Hiroshima University Regulations for Employee Leave for Spouse Overseas Transfers (Regulation No. 42 of March 27, 2018).

(Guarantee of the exercise of civil rights)

Article 29

1. The University shall not refuse a request from a Contract Employee for time necessary to exercise franchise and other civil rights or to perform public duties during working hours; provided, however, that the University may adapt the grant of the time requested by the Contract Employee to the extent that such change does not hinder the exercise of the right or the performance of the public duty.
2. If a Contract Employee intends to run for membership of the national diet, a head of local government, a member of assembly of a local government or other public office, he/she shall notify the University to that effect in advance.
3. If a Contract Employee intends to take the office of a minister of the state, a member of the national diet, a head of a local government, a member of assembly of a local government or other public office, he/she shall notify the University to that effect.

Chapter VI Training

(Training)

Article 30

1. The University must provide a Contract Employee with opportunities to receive training.
2. The Hiroshima University Regulations for Employee Training (Regulation No. 95 of April 1, 2004) shall apply mutatis mutandis to the necessary matters pertaining to the training of Contract Employees.

#### Chapter VII Rewards and Punishments

(Commendation)

Article 31

1. When a Contract Employee is recognized as having given particularly meritorious service that serves as a model to others in regard to the work of the University, the University shall commend him/her.
2. Necessary matters pertaining to the commendation of Contract Employees shall be prescribed by the Hiroshima University Regulations for Employee Commendations (Regulation No. 96 of April 1, 2004).

(Disciplinary Actions)

Article 32

1. If any event falling under any of the following items arises, a Contract Employee may be subject to disciplinary action:
  - (1) he/she is absent from work without reasonable cause;
  - (2) he/she frequently arrives late, departs early or otherwise neglects his/her duties without reasonable cause;
  - (3) he/she has caused damage to the University either through intentional act or through gross negligence;
  - (4) he/she commits any crime falling under the Penal Code, including but not limited to theft, misappropriation or injury;
  - (5) he/she seriously injures the reputation of, or confidence in, the University;
  - (6) he/she corrupts the order or morals in the University by inappropriate behaviors;
  - (7) he/she has seriously misrepresented his/her professional or personal background; or
  - (8) he/she violates any rules prescribed in these Regulations or is otherwise involved in any act similar to those described in the preceding items.

(Types of disciplinary actions)

Article 33

1. Types of disciplinary actions for a Contract Employee shall be as follows:
  - (1) Disciplinary dismissal: the employee is immediately dismissed in principle;
  - (2) Suggested severance: the employee is recommended to submit a letter of resignation and, if he fails to do so, is subject to disciplinary dismissal;
  - (3) Disciplinary administrative leave: the employee is suspended from work and prohibited from engaging in his/her duties for more than 3 months but no longer than 6 months, and is not paid for that period;
  - (4) Suspension (Teishoku): the employee is suspended from work and prohibited from engaging in his/her duties for 11 days or more but no longer than 3 months, and is not paid for that period;
  - (5) Suspension (Shukkin Teishi): the employee is suspended from work and prohibited from engaging in his/her duties for 1 day or more but no longer than 10 days, and is not paid for that period;
  - (6) Pay reduction: the employee's pay is reduced; provided, however, that the amount of decrease for a single occasion shall not exceed 50 percent of the daily average wage described in Article 12 of the Labor Standards Act, and the total amount of decrease shall not exceed 10 percent of the total wages for a single pay period; or
  - (7) Admonition: the employee is cautioned on future conduct.

2. The Hiroshima University Regulations for Disciplinary Punishment of Employees (Regulation No. 97 of April 1, 2004) shall apply mutatis mutandis to the necessary matters pertaining to the disciplinary actions of Contract Employees.

(Reprimands, etc.)

Article 34

In addition to those described in the preceding Article paragraph 1, when it is necessary to ensure an employee adheres strictly to the code of conduct and upholds the rules, a written admonishment or a written or verbal strict warning may be given, in accordance with separate provisions.

(Stay at home)

Article 34-2

When the University finds that both of the following requirements are met, the University may order a Contract Employee to stay at home until a decision or disposition made by the University comes into effect.

- (1) Any act of the Contract Employee falls under or is likely to fall under any of the disciplinary actions described in Article 33, paragraph 1, item 1 to 4; and
- (2) Attendance of the Contract Employee at work hinders the execution of normal business or has a large impact on other members.

(Damages)

Article 35

If a Contract Employee has caused damage to the University either through intentional act or gross negligence, the Contract Employee shall be required to compensate for the damage in whole or in part.

## Chapter VIII Safety and Health

(Measures to secure safety and health)

Article 36

1. The University shall take necessary measures to promote the health of, and prevent risks to, the mind and body of a Contract Employee.
2. Matters pertaining to the safety and health management of Contract Employees shall be governed by the Hiroshima University Regulations for Safety and Health Management (Regulation No. 113 of April 1, 2004).

(Duty to cooperate)

Article 37

Contract Employees shall obey superiors' orders in addition to the Industrial Safety and Health Act (Act No. 57 of 1972) and other relevant laws, for the securement of safety, hygiene and health, and cooperate with the University in taking measures to promote safety and protect health.

## Chapter IX Business Trips

(Business trips)

Article 38

1. A Contract Employee may take a business trip with the permission of the University if it is necessary for his/her work.
2. The Hiroshima University Travel Regulations (Regulation No. 98 of April 1, 2004) shall apply mutatis mutandis to the necessary matters pertaining to the business trips of Contract Employees.

## Chapter X Welfare

(Rules for use of employee housing)

Article 39

Matters pertaining to the use by Contract Employees of employee housing shall be governed by the Hiroshima University Regulations for Employee Housing (Regulation No. 114 of April 1, 2004).

(Rules for use of parking space on Campus)

Article 40

Matters pertaining to the use by Contract Employees of parking space on Campus shall be governed by the Hiroshima University Regulations Regarding Utilization of Campus Parking Areas (Regulation No. 115 of April 1, 2004).

Chapter XI Accident Compensation

(Accident compensation)

Article 41

In addition to the Labor Standards Act and the Industrial Accident Compensation Insurance Act (Act No. 50 of 1947), the Hiroshima University Regulations for Disaster Compensation for Employees (Regulation No. 99 of April 1, 2004) shall apply mutatis mutandis to any matters relating to the accident compensation as well as the welfare projects necessary to promote rehabilitation of an affected Contract Employee into society and to support a Contract Employee or the bereaved family thereof in the event that a Contract Employee suffers any accident (injury, illness, disability or death) in the course of employment or on the way to or from work.

Chapter XII Retirement Allowance

(No retirement allowance)

Article 42

No retirement allowance shall be paid to Contract Employees.

Chapter XIII Interpretation of these Regulations, etc.

(Interpretation of these Regulations, etc.)

Article 43

Interpretation of, and any questions arising from the application of, these Regulations shall be determined by the President through discussion by the Executive Board.

Supplementary Provisions

1. These Regulations shall come into effect from April 1, 2004.
2. The retirement allowance to be paid to a foreign instructor on retirement from office, when that person was in office as a foreign instructor on the day immediately before the day on which these Regulations came into effect (the day on which these Regulations came into effect being hereinafter referred to as "Effective Date") and continued to be employed as a foreign instructor on Effective Date, shall be governed by the Guidelines for Payment of Retirement Allowance to Foreign Instructor (issued by Minister of Education, 1959). In this event, with respect to calculating the continuous employment period, the period of employment until the day immediately before the Effective Date shall be included into the continuous employment period to the extent that said foreign instructor was employed and continued to be employed.

Supplementary Provisions (Regulation No. 56 of March 31, 2005)

These Regulations shall come into effect from April 1, 2005.

Supplementary Provisions (Regulation No. 57 of March 31, 2006)

1. These Regulations shall come into effect from April 1, 2006.
2. The Hiroshima University Guidelines for Handling of Foreign Instructors (Decided by President, April 1, 2004) shall be abolished.

Supplementary Provisions (Regulation No. 55 of March 22, 2007)

1. These Regulations shall come into effect from April 1, 2007.

2. Working conditions and other necessary matters pertaining to the employment of a foreign researcher who is currently employed and was in office on the Effective Date pursuant to the Hiroshima University Work Regulations for Contract Employees prior to the revision by these Regulations (hereinafter referred to as "Old Regulations") shall, notwithstanding the provisions of the Hiroshima University Work Regulations for Contract Employees after the revision by these Regulations, remain governed by the Old Regulations.

Supplementary Provisions (Regulation No. 66 of March 28, 2008)

1. These Regulations shall come into effect from April 1, 2008.
2. With respect to a person who is non-regular employee

On the day immediately before the Effective Date (and limited to those persons who had already completed the probationary period and continued to be employed as Contract Employees on the Effective Date), notwithstanding the provisions of the main text of Article 8, paragraph 1 of the Hiroshima University Work Regulations for Contract Employees after the revision by these Regulations (hereinafter referred to as "New Regulations"), another probationary period shall not be established.

3. With respect to a person who is non-regular employee

On the day immediately before the Effective Date (and limited to those persons who had already completed the probationary period and continued to be employed as Contract Employees on the Effective Date), notwithstanding the provisions of the main text of Article 8, paragraph 1 of the New Regulations, the probationary period shall be two months from the day on which he/she commenced employment as a non-regular employee.

Supplementary Provisions (Regulation No. 65 of March 31, 2009)

These Regulations shall come into effect from April 1, 2009.

Supplementary Provisions (Regulation No. 32 of March 30, 2012)

These Regulations shall come into effect from April 1, 2012.

Supplementary Provisions (Regulation No. 14 of March 26, 2013)

These Regulations shall come into effect from April 1, 2013.

Supplementary Provisions (Regulation No. 17 of March 26, 2014)

These Regulations shall come into effect from April 1, 2014.

Supplementary Provisions (Regulation No. 105 of December 24, 2014)

These Regulations shall come into effect from January 1, 2015.

Supplementary Provisions (Regulation No. 29 of March 24, 2015)

These Regulations shall come into effect from April 1, 2015.

Supplementary Provisions (Regulation No. 12 of March 1, 2016)

These Regulations shall come into effect from March 1, 2016, and the Hiroshima University Work Regulations for Contract Employees after the revision by these Regulations shall be applicable from April 1, 2015.

Supplementary Provisions (Regulation No. 29 of March 27, 2017)

These Regulations shall come into effect from April 1, 2017.

Supplementary Provisions (Regulation No. 138 of September 26, 2017)

These Regulations shall come into effect from October 1, 2017.

Supplementary Provisions (Regulation No. 38 of March 27, 2018)

These Regulations shall come into effect from April 1, 2018.

