

○Hiroshima University Regulations for Appointment, Removal, Salaries, Working Hours, Time-off and Leave of Contracted Teaching and Research-Related Employees

Rule No. 67 of March 28, 2008

Hiroshima University Regulations for Appointment, Removal, Salaries, Working Hours, Time-off and Leave of Contracted Teaching and Research-Related Employees

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Chapter 1 General Provisions

(Principle)

Article 1 These Rules shall provide for necessary matters in connection with the employment and dismissal, salary, working hours, days off and leave of contracted staff in education and research areas working at Hiroshima University (hereinafter referred to as the “University”) based on the provisions of the Hiroshima University Work Regulations for Contract Employees (Rule No. 101 of April 1, 2004; hereinafter referred to as the “Rules on Employment of Contracted Staff”).

2 Beyond what is provided for in these Rules, matters in connection with the employment and dismissal, salary, working hours, days off and leave of contracted staff in education and research areas shall be governed by the Labor Standards Act (Act No. 49 of 1947; hereinafter referred to as the “Rou-Ki-Hou”) and other relevant laws and regulations.

(Delegation of Authority)

Article 2 The President may delegate some of his authority pursuant to these Rules to other officers or staff members.

(Supervisors, Managers, etc.)

Article 2-2 The University shall have a working hours supervisor and a working hours manager in respective divisions to control properly working hours, days off, leave and the like (hereinafter referred to as the “Working Hours, etc.”) of contracted staff in education and research areas.

2 The University may have an assistant working hours manager in a working place or the like where it is considered difficult for the working hours manager to control the Working Hours, etc. directly.

3 Beyond what is provided for in the preceding two paragraphs, the University shall separately prescribe necessary matters in connection with the role and the like of the working hours supervisor, the working hours manager and the assistant working hours manager.

(Definitions)

Article 3 In these Rules, “contracted staff in education and research areas” shall mean persons who fall under any of the following items:

- (1) Specially Appointed Teaching Staff
- (2) Contributing Teaching Staff
- (3) Hospital Assistant Professors
- (4) Deemed Full-time Teachers at the Law School
- (5) Deleted
- (6) Researchers
- (7) Education and Research Coordination Staff
- (8) Special Postdoctoral Researchers
- (9) Education and Research Support Staff
- (10) Hospital Practice Doctors
- (11) Hospital Doctors-in-training
- (12) Hospital Doctors on Night/Holiday Shift
- (13) Contracted teachers
- (14) Teaching Staff of Collaborative Research Laboratory, etc.
- (15) Other persons whom the University deems necessary.

2 In these Rules, the meanings of the terms set forth in the following items shall be as prescribed respectively in these items:

- (1) Specially Appointed Teaching Staff: persons who engage in services which are specially necessary for the education and research of the University;
- (2) Contributing Teaching Staff: teaching staff whom the University employs pursuant to the provisions of the Rules of Hiroshima University on Endowed Chairs and Endowed Research Divisions (hereinafter referred to as the “Endowed Chairs, etc.”) (Rule No. 59 of April 1, 2004; hereinafter referred to as the “Rules on Endowed Chairs, etc.”) and who are responsible for endowed chairs and endowed research divisions;
- (3) Hospital Assistant Professors: persons whom the University employs as those who are deemed necessary to implement education, research, medical care or the like at hospitals and who engage in the duties of assistant professors provided for in Article 92, Paragraph 8 of the School Education Act (Act No. 26 of 1947);
- (4) Deemed Full-time Teaching Staff at the Law School: persons whom the University employs and deems as full-time teaching staff (hereinafter referred to as the “Deemed Full-time Teaching Staff”) who are mainly responsible for practical training (who shall be limited to those who are legal professionals in the narrow meaning of the word, have experience of practicing in their major field and have their own separate business) in legal education specializing in nurturing of legal professionals in the Hiroshima University Law School (hereinafter referred to as the “Law School”);

- (5) Deleted
- (6) Researchers: persons whom the University employs to ensure the promotion of research activities and to have them engage exclusively in research services in the University (excluding teaching staff, Specially Appointed Teaching Staff, Contributing Teaching Staff, Special Postdoctoral Researchers, and Teaching Staff of Collaborative Laboratory, etc.);
- (7) Education and Research Coordination Staff: persons whom the University employs to have them engage in the promotion of education and research at the Center for Collaborative Research & Community Cooperation Or the like mainly as a coordinator or manager;
- (8) Special Postdoctoral Researchers: young researchers whom the University employs to provide them with opportunities to conduct research independently or participate in an internship program at the University, thus promoting their research activities and supporting them in starting their careers;
- (9) Education and Research Support Staff: persons whom the University employs to have them engage mainly in education and research ancillary services (assistance in lectures, seminars, experiments, practical training or research);
- (10) Hospital Practice Doctors: medical doctors (hereinafter referred to as the “Medical Practitioners” and dentists (hereinafter referred to as the “Dental Practitioners”) whom the University employs to have them engage mainly in practice in hospitals and, if necessary, in ancillary services for clinical education and in research in connection with and through practice;
- (11) Hospital Doctors-in-training: persons who fall under any of the following items:
 - a. Medical doctors whom the University employs to have them engage in the advanced clinical training provided for in the Medical Practitioners’ Act (Act No. 201 of 1948; hereinafter referred to as the “Medical Practitioners’ Act”) in hospitals (hereinafter referred to as the “Medical Doctors-in-training”);
 - b. Persons whom the University employs, from among those who have passed the National Examination for Medical Practitioners and whose application for a medical practitioner’s license is pending, to have them engage in the advanced clinical training provided for in the Medical Practitioners’ Act after they obtain their license, in hospitals (hereinafter referred to as the “Medical Doctors-in-training under Acquaintanceship”);
 - c. Dentists whom the University employs to have them engage in the advanced clinical training provided for in the Dental Practitioners’ Act (Act No. 202 of 1948; hereinafter referred to as the “Dental Practitioners’ Act”) (hereinafter referred to as the “Dentists-in-training”);

- d. Persons whom the University employs, from among those who have passed the National Examination for Dental Practitioners and whose application for a dental practitioner's license is pending, to have them engage in the advanced clinical training provided for in the Dental Practitioners' Act after they obtain their license (hereinafter referred to as the "Dentists-in-training under Acquaintanceship");
- (12) Hospital Doctors on Night/Holiday Shift: persons who fall under any of the following items:
 - a. Medical doctors and dentists whom the University employs to have them engage mainly in night/holiday duty in hospitals;
 - b. Medical doctors whom the University employs to have them engage mainly in practice at night or in the daytime on holidays for hospitalized patients or emergency outpatients in anesthetic/pain therapy, the advanced life-saving center or the intensive-care unit in a hospital;
 - (13) Contracted teachers: Persons whom the University employs to have them engage mainly in lessons and guidance given to kindergarten children, pupils or students at Hiroshima University Kindergarten, Hiroshima University Kindergarten, Mihara, Hiroshima University Elementary School, Hiroshima University Elementary School, Shinonome, Hiroshima University Elementary School, Mihara, Hiroshima University Junior High School, Hiroshima University Junior High School, Shinonome, Hiroshima University Junior High School, Mihara, Hiroshima University Junior High School, Fukuyama, Hiroshima University Senior High School and Hiroshima University Senior High School, Fukuyama (hereinafter referred to as the "Schools");
 - (14) Teaching Staff of Collaborative Laboratory, etc.: teaching staff whom the University employs pursuant to the provisions of the Rules of Hiroshima University on Collaborative Research Laboratory and Collaborative Research Divisions (Rule No. 40 of April 15, 2014; hereinafter referred to as the "Rules of Hiroshima University on Collaborative Research Laboratory, etc.") and who are responsible for collaborative research laboratory and collaborative research divisions (hereinafter referred to as the "Collaborative Research Laboratory, etc.");
 - (15) Full-time work: work in which the prescribed working hours are the same as those of staff to which the Hiroshima University Work Regulations for Employees (Rule No. 78 of April 1, 2004) applies (hereinafter referred to as the "Full-time Staff");
 - (16) Part-time work: work in which the prescribed working hours per day or per week are shorter than those of full-time work;
 - (17) Employment: an action by which the University has a person newly engage in his/her job as a contracted staff member in an education or research area of the University;
 - (18) Change of position: an action by which the University changes a contracted staff

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- member's division, section to which he/she belongs, place of work or title in an education or research area;
- (19) Renewal: an action by which the University renews the employment contract of a contracted staff member in an education or research area to have him/her engage in his/her job continuously;
 - (20) Suspension from work due to sickness: an action by which the University has a contracted staff member suspended from work pursuant to the provisions of Article 10-2, Paragraph 1, Item 1 of the Rules on Employment of Contracted Staff;
 - (21) Suspension from work due to criminal activity: an action by which the University has a contracted staff member suspended from work pursuant to the provisions of Article 10-2, Paragraph 1, Item 2 of the Rules on Employment of Contracted Staff;
 - (22) Suspension from work due to unknown whereabouts: an action by which the University has a contracted staff member suspended from work pursuant to the provisions of Article 10-2, Paragraph 1, Item 3 of the Rules on Employment of Contracted Staff;
 - (23) Suspension from work due to research: an action by which the University has a contracted staff member suspended from work pursuant to the provisions of Article 10-2, Paragraph 1, Item 4 of the Rules on Employment of Contracted Staff;
 - (24) Suspension from work due to collaborative research: an action by which the University has a contracted staff member suspended from work pursuant to the provisions of Article 10-2, Paragraph 1, Item 5 of the Rules on Employment of Contracted Staff;
 - (25) Suspension from work due to concurrent assumption of office as an officer at a research achievement utilizing company: an action by which the University has a contracted staff member suspended from work pursuant to the provisions of Article 10-2, Paragraph 1, Item 6 of the Rules on Employment of Contracted Staff;
 - (26) Suspension from work due to secondment: an action by which the University has a contracted staff member suspended from work pursuant to the provisions of Article 10-2, Paragraph 1, Item 7 of the Rules on Employment of Contracted Staff;
 - (27) Reinstatement: an action by which the University has a contracted staff member in an education or research area who is under suspension from work reinstated to his/her job;
 - (28) Retirement: the loss by a contracted staff member in an education or research area of his/her status (excluding cases where a contracted staff member becomes an office worker or a worker in an engineering area or where he/she is dismissed);
 - (29) Dismissal: an action by which the University has a contracted staff member in an education or research area retire pursuant to the provisions of Article 8, Paragraph 2 and Article 12 of the Rules on Employment of Contracted Staff;

(30) Layoff: an action by which the University orders a contracted staff member in an education or research area to stay at home pursuant to the provisions of Article 34-2 of the Rules on Employment of Contracted Staff.

Chapter 2 Specially Appointed Teaching Staff

Section 1 Employment and dismissal

(Pattern of work)

Article 4 The pattern of work of Specially Appointed Teaching Staff shall be full-time work or part-time work.

(Title)

Article 5 The titles of Specially Appointed Teaching Staff shall be as listed in the following table:

Title	Subject persons
Specially Appointed Professor	Persons who engage in duties requiring the qualifications of a professor
Specially Appointed Associate Professor	Persons who engage in duties requiring the qualifications of an associate professor
Specially Appointed Lecturer	Persons who engage in duties requiring the qualifications of a lecturer
Specially Appointed Assistant Professor	Persons who engage in duties requiring the qualifications of an assistant professor

(Selection)

Article 6 Specially Appointed Teaching Staff shall be selected in accordance with the Hiroshima University Regulations for Faculty Member Selection Standards (Rule No. 82 of April 1, 2004; hereinafter referred to as the “Rules on Teaching Staff Selection Standards”) in principle.

(Documents to be submitted for employment)

Article 7 Persons who are newly appointed as Specially Appointed Teaching Staff shall submit the following documents:

- (1) Certificate of income and withholding tax (applicable only to those who had salary income from other sources in the year of employment);
- (2) Declaration by salaried workers on deduction, etc. for dependents
- (3) Pension book (for the person and dependent spouse)
- (4) Insured’s certificate of employment insurance (applicable only to those who have the same)
- (5) Other documents that the University deems necessary.

- 2 If there is any false or fraudulent statement in terms of work history or any omission of an important matter in the submitted documents, employment may be cancelled.
- 3 If there is any change to a statement in any of the documents submitted pursuant to Paragraph 1, Specially Appointed Teaching Staff shall promptly notify the University on each occasion.

(Renewal)

Article 8 With respect to a Specially Appointed Teaching Staff member whom the University deems specifically necessary for its operation and whose achievements and mental/physical condition are good in the immediately preceding term of employment, his/her employment contract may be renewed.

- 2 The last day of the term of a renewed employment contract pursuant to the provisions of the preceding paragraph shall not be beyond the first March 31 following the day on which the relevant Specially Appointed Teaching Staff member becomes seventy (70) years of age.

(Term of employment contract)

Article 9 An employment contract for a Specially Appointed Teaching Staff member shall be concluded with a fixed term, and the last day of the term shall not, in principle, be beyond the last day of the business year in which the date of the employment contract falls; provided, however, that if the University deems it necessary for its business operation, the employment contract may be concluded within the scope of period provided for in Article 14 of the Rou-Ki-Hou.

- 2 The term of an employment contract in the case where the employment contract is renewed pursuant to the provisions of the preceding Article shall not exceed five (5) years in total counting from the date of the employment contract which the University commences on and after April 1, 2013 (or, if there is a vacant term provided for in Article 18, Paragraph 2 of the Labor Contracts Act (Act No. 128 of December 5, 2007; hereinafter referred to as the “Rou-Kei-Hou”), the date of the employment contract which the University commences on and after such vacant term).
- 3 Notwithstanding the provisions of the preceding paragraph, the term of an employment contract with a person whom the University determines that 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; hereinafter referred to as the “Research and Development Capacity Enhancement Act”) apply to him/her shall not exceed ten (10) years in total.

4 At the discretion of the University, the provisions of the preceding two (2) paragraphs shall not apply to certain cases.

5 If the University receives an application by separately specified procedures from a Specially Appointed Teaching Staff member whose employment contract is renewed pursuant to the provisions of the preceding Article to convert his/her employment contract to one without a fixed term pursuant to the provisions of Article 18 of the Rou-Kei-Hou, the present employment contract shall be converted to an employment contract without a fixed term on and after the day following the last day of the presently concluded employment contract; provided, however, that the employment contract in this case shall expire on the first March 31 following the day on which the Specially Appointed Teaching Staff member becomes seventy (70) years of age.

(Working conditions under an employment contract without a fixed term)

Article 9-2 When the employment contract of a Specially Appointed Teaching Staff member is changed to an employment contract without a fixed term pursuant to the main text of paragraph 5 of Article 9, the initial working conditions for that staff member under such employment contract without a fixed term shall be the same as those stipulated under the immediate previous employment contract, in principle. However, as in the case of the working conditions under an employment contract with a fixed term, the working conditions of a Specially Appointed Teaching Staff member under an employment contract without a fixed term shall be modified for each of the subsequent years. Such working conditions shall be determined based on the progress of the operation, the relevance of the staff member's expertise to the operation, the budget of the staff member's workplace, and other factors.

(Advance notice for expiration of employment contract)

Article 10 If the University intends to terminate an employment contract which has been renewed pursuant to the provisions of Article 8, upon expiration of the term of the employment contract in question, the University shall notify the Specially Appointed Teaching Staff member in question of such intent in advance at least thirty (30) days prior to the date of expiration of the term of the employment contract in question (which shall be limited to an employment contract which is renewed more than three times and relates to a Specially Appointed Teaching Staff member who continuously works more than one year counting from the day of employment; employment contracts which clearly indicate in advance that they are not to be renewed shall be excluded).

(Probation period)

Article 11 If any of the following items are applicable, the University may shorten the probation period or decide not to establish one:

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- (1) If the University intends to employ persons who assume presently and officially offices of national university corporations or private schools provided for in the School Education Act or offices belonging to corporations provided for in Article 32, Paragraph 1, Item 1 of the Rules of the National Personnel Authority 8 – 12 (Employment and Dismissal of Staff);
- (2) If the University otherwise determines it appropriate.

(Extension of probation period)

Article 12 With respect to Specially Appointed Teaching Staff whose actual number of days of work during the six (6)-month period after the commencement of the probation period is less than ninety (90) days, the probation period shall continue until such number of days reaches 90 days; provided, however, that such extended period shall not exceed one year after the commencement of the probation period in question.

(Dismissal during probation period)

Article 13 The dismissal of a Specially Appointed Teaching Staff member during the probation period due to his/her poor work performance shall be limited to cases where poor work performance of the Specially Appointed Teaching Staff member in question is demonstrated by the results of a work evaluation or other facts by which his/her seriously poor work performance is clearly evidenced.

- 2 The dismissal of a Specially Appointed Teaching Staff member during the probation period due to a mental or physical disorder shall be limited to cases where he/she is diagnosed by two (2) medical doctors designated by the University to have a sickness requiring long-term medical care or rest, or a mental or physical disorder which is difficult to cure by medical care or rest, and where it is obvious that such sickness or disorder makes it difficult or impossible for the Specially Appointed Teaching Staff member in question to engage in the performance of his/her work.
- 3 Dismissal of a Specially Appointed Teaching Staff member during the probation period shall be subject to the deliberation and approval of the Faculty Meeting or the like of his/her section or division to which he/she belongs.

(Change of position)

Article 14 Specially Appointed Teaching Staff shall not fall under persons who are separately designated by the University in the proviso of Article 10, Paragraph 3 of the Rules on Employment of Contracted Staff.

(Non-application of suspension from work)

Article 15 The provisions of Article 10-2 to Article 10-5 of the Rules on Employment of Contracted Staff shall not apply to Specially Appointed Teaching Staff.

(Retirement)

Article 16 If a Specially Appointed Teaching Staff member intends to retire for personal reasons, he/she shall notify the University of his/her intent in writing no later than thirty (30) days prior to his/her intended date of retirement, in principle.

- 2 If the University receives a written application for retirement from a Specially Appointed Teaching Staff member, the University shall approve the application unless such retirement causes a specific hardship to its operation.
- 3 A Specially Appointed Teaching Staff member who applies for retirement shall engage in his/her present job until the day of his/her retirement unless he/she obtains specific approval to stop working.

(Dismissal)

Article 17 Dismissal of a Specially Appointed Teaching Staff member due to his/her seriously poor work performance shall be limited to cases where poor work performance of the specially Appointed teaching staff member in question is demonstrated by the results of a work evaluation or other facts by which his/her seriously poor work performance is clearly evidenced.

- 2 Dismissal of a Specially Appointed Teaching Staff member who has a mental or physical disorder which makes it difficult or impossible for him/her to engage in the performance of his/her work shall be limited to cases where he/she is diagnosed by two (2) medical doctors designated by the University to have a sickness requiring long-term medical care or rest, or a mental or physical disorder which is difficult to cure by medical care or rest, and where it is obvious that such sickness or disorder makes it difficult or impossible for the Specially Appointed Teaching Staff member in question to engage in the performance of his/her work.

(Delivery of Written Notice of Personnel Transfer)

Article 18 If any of the following items are applicable, the University shall deliver a written notice of personnel transfer to a Specially Appointed Teaching Staff member (hereinafter referred to as the “Written Notice”):

- (1) When the University employs a Specially Appointed Teaching Staff member, changes his/her position or renews his/her employment contract;
- (2) When the University announces the layoff Specially Appointed Teaching Staff member;

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- (3) When a Specially Appointed Teaching Staff member retires (excluding cases of dismissal)

Article 19 If any of the following items are applicable, the University shall deliver a Written Notice to a Specially Appointed Teaching Staff member:

- (1) If the University dismisses a Specially Appointed Teaching Staff member;
- (2) If the University orders the layoff of a Specially Appointed Teaching Staff member.

(Cases where the delivery of a Written Notice is not necessary)

Article 20 Notwithstanding the provisions of the preceding two (2) Articles, if any of the following items are applicable, the delivery of a Written Notice may be replaced with the delivery of a document in lieu of a Written Notice or with any other suitable method:

- (1) In the case of a change of position of a Specially Appointed Teaching Staff member as the result of establishment, change, abolishment or the like of a division;
- (2) In the Article 27 case where Article 18, Paragraph 3 is applicable and the University deems it appropriate that a Written Notice not be delivered;
- (3) In case where any item set forth in the preceding Article is applicable and there is an urgency that makes it impossible for the University to deliver a Written Notice.

Section 2 Salary

(Classification, kind, calculation period and pay day of salary)

Article 21 The classification, kind, calculation period and pay day of the salary for Specially Appointed Teaching Staff members shall be as set forth in the following table:

Salary		Calculation period of salary	Pay day of salary
Classification	Kind		
Base salary	Regular salary	From the first day to the last day of a month	Seventeenth (17th) day of the current month (or of the following month in the case of Specially Appointed Teaching Staff members working on a full-time basis who are sixty-five (65) years of age or older whom the University deems necessary

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Allowances	Additional service allowances (excluding those set forth in Article 29-2 Paragraph 3)		and Specially Appointed Teaching Staff members working on a part-time basis); provided, however, that if the seventeenth (17th) day falls on a holiday set forth in Article 37, Paragraph 1, Item 1 or Item 2 (hereinafter referred to in this paragraph as “Holiday”), the day which is immediately following the seventeenth (17th) day and is not a Holiday.
	Overtime work allowance Holiday work allowance Special work allowance Night/day duty allowance	From the first day to the last day of a month	Fixed salary pay day of the following month
	Additional service allowances (which shall be limited to those set forth in Article 29-2 Paragraph 3)	From the first day to the last day of a year	Fixed salary pay day in April of the following year
Achievement allowance	Special allowances	From the first day to the last day of a year	Fixed salary pay day in March of the current year

2 The base salary of Specially Appointed Teaching Staff members working on a full-time basis shall be based on their monthly salary or their yearly salary and shall be paid on the salary pay day set forth in the table of the preceding paragraph. The amount to be paid shall be, in the case of a monthly salary, the full monthly amount of the month and, in the case of a yearly salary, the full amount of one-twelfth (1/12) of their yearly salary. In the case of the base salary of Specially Appointed Teaching Staff members working on a full-time basis based on their yearly salary whose term of employment contract is shorter than one year, the University shall pay the full amount of their regular salary, which is decided according to the term of the employment contract and is obtained by dividing their regular salary by the number of months of the employment contract in question.

3 The base salary of Specially Appointed Teaching Staff members working on a part-time basis shall be based on their hourly salary, and the University shall pay the amount obtained by multiplying the amount of the regular salary set forth in Article 27 by the number of working hours during the salary calculation period specified in the table of Paragraph 1 on the salary pay day specified in said table.

4 If there is any fraction of time (“FOT”) in the number of working hours during the salary

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calculation period set forth in the preceding paragraph, such FOT shall be rounded up as follows:

FOT (mins)	To be rounded up to (mins)
$FOT \leq 15$	15
$15 < FOT \leq 30$	30
$30 < FOT \leq 45$	45
$FOT \geq 45$	1 hour

- 5 Notwithstanding the provisions of Paragraph 2 and Paragraph 3, if the University pays any additional retroactive amount as the result of a salary revision, the University may pay such amount prior to the salary pay day, which is specified in the table of Paragraph 1, and immediately subsequent to the revision in question.
- 6 Notwithstanding the provisions of Paragraph 2 and Paragraph 3, if a Specially Appointed Teaching Staff member requests the payment of his/her regular salary to cover emergency expenses, including a disaster suffered by the staff member or a person who is supported by his/her income, as provided for in Article 25 of the Rou-Ki-Hou, the University shall pay wages for already provided labor even prior to the salary pay day specified in the table of Paragraph 1.
- 7 In addition to what is set forth in Paragraph 1 to the preceding paragraph, necessary matters in connection with the classification, kind, calculation period, pay day or the like of salary shall be specified separately.

(Salary during the period of a layoff)

Article 22 The University may pay an amount less than one hundred percent (100%) of the regular salary to a Specially Appointed Teaching Staff member to whom a layoff is ordered during the period of the layoff; provided, however, that if the layoff is ordered due to being sentenced to a punishment severer than imprisonment, the University shall pay an amount less than sixty percent (60%) of his/her regular salary.

(Payment of salary)

Article 23 The University shall directly pay the salary of Specially Appointed Teaching Staff members in full to them by legal currency; provided, however, that the University shall make payment after deducting from their salary the amounts which are provided for in laws and regulations and the amounts for which the reduction from their salary is approved by a written agreement either with a labor union organized by a majority of workers at the workplace (in cases where such labor union exists) or with a person representing a majority of workers (in cases where such union does not exist; hereinafter referred to as the "Labor-Management Agreement").

- 2 Notwithstanding the provisions of the main text of the preceding paragraph, if the

consent of a Specially Appointed Teaching Staff member is obtained, the University shall pay his/her salary by means of transfer to a deposit or savings account of the staff member in a financial institution which accepts transfers from a transaction bank of the University.

- 3 In addition to what is set forth in the preceding two (2) paragraphs, necessary matters in connection with the payment of salary shall be specified separately.

(Computation of amount of salary for one hour of work)

Article 24 The amount of salary for one hour of work by Specially Appointed Teaching Staff members shall be, in the case of full-time work, the amount obtained by dividing the monthly amount of their regular salary (if their regular salary is in a yearly amount, one-twelfth (1/12) of that amount) by the average prescribed working hours per month, and shall be, in the case of full-time work, the amount of their regular salary.

- 2 Notwithstanding the provisions of the preceding paragraph, the amount of salary for one hour of work, in cases where work eligible for overtime work allowance or holiday work allowance falls under services for which special work allowances (excluding additional practice allowance and doctor helicopter boarding allowance) are paid, shall be the amount obtained by adding the amount of salary for one hour of work pertaining to the service in question (or, in the case of a salary which is paid daily, the amount obtained by dividing the salary by seven point seven five (7.75)) to the amount pursuant to the preceding paragraph.

(Settlement of fractions)

Article 25 Any fraction which is less than zero point five zero (0.50) yen of the amount calculated pursuant to the provisions of these Rules shall be cut off, and that which is zero point five zero (0.50) yen or greater but less than one yen shall be rounded up to one yen.

(Prorated daily calculation)

Article 26 The University shall pay a regular salary to the following Specially Appointed Teaching Staff members working on a full-time basis based on a prorated daily calculation, namely those who, during a month, are employed, retire, are suspended from work as disciplinary punishment, are reinstated from suspension from work, are forced to stop working, are reinstated from being forced to stop working, are prohibited to come to the office, are reinstated from being from being prohibited to come to the office, are laid off, are reinstated from a layoff, obtain childcare leave, are reinstated from childcare leave, whose salary is cut by fifty percent (50%), and for whom the 50% salary cut is lifted.

- 2 The prorated daily calculation under the preceding paragraph shall be conducted on the basis of the number of days obtained by deducting the number of days of holidays during the salary calculation period (including days which are designated as alternative holidays)

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from the total number of days of the salary calculation period.

- 3 Notwithstanding the provisions of Paragraph 1, if a Specially Appointed Teaching Staff member working on a full-time basis dies during a month, the University shall pay the salary which the member would have received if he/she had died on the last day of the month.

(Regular salary of Specially Appointed Teaching Staff members to whom the monthly pay system or hourly pay system applies)

Article 27 The regular salary of Specially Appointed Teaching Staff members (excluding members whose basic salary is paid yearly; the same applies hereinafter in this Article) shall be the amount of the salary grade set forth in the following table according to the title and age on the last day of the business year during the term of the employment contract (hereinafter referred to in this Article as the “Year-end Age” or “YEA”).

	Salary grade	Year-end Age (YEA)	Amount of regular salary	
			Full-time work (monthly pay)	Part-time work (hourly pay)
Assistant Professor (Special Appointment)	1	—	301,000yen	1,067yen
	2	—	351,000yen	1,272yen
	3	YEA<26	401,000yen	1,477yen
	4	26<YEA<29	451,000yen	1,682yen
	5	29<YEA<32	501,000yen	1,888yen
	6	32<YEA<37	551,000yen	2,093yen
	7	37<YEA<45	600,000yen	2,293yen
	8	45<YEA<64	650,000yen	2,498yen
	9	—	700,000yen	2,703yen
	10	—	750,000yen	2,909yen
	—	64<YEA	551,000yen	2,093yen
Lecturer (Special Appointment)	1	—	401,000yen	1,477yen
	2	—	451,000yen	1,682yen
	3	YEA<32	501,000yen	1,888yen
	4	32<YEA<35	551,000yen	2,093yen
	5	35<YEA<38	600,000yen	2,293yen
	6	38<YEA<42	650,000yen	2,498yen
	7	42<YEA<48	700,000yen	2,703yen
	8	48<YEA<64	750,000yen	2,909yen

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	9	—	800,000yen	3,114yen
	10	—	850,000yen	3,319yen
	—	64<YEA	600,000yen	2,293yen
Associate Professor (Special Appointment)	1	—	501,000yen	1,888yen
	2	—	551,000yen	2,093yen
	3	YEA<35	601,000yen	2,298yen
	4	35<YEA<39	650,000yen	2,498yen
	5	39<YEA<43	700,000yen	2,703yen
	6	43<YEA<50	750,000yen	2,909yen
	7	50<YEA<64	800,000yen	3,114yen
	8	—	850,000yen	3,319yen
	9	—	900,000yen	3,524yen
	—	64<YEA	650,000yen	2,498yen
Professor (Special Appointment)	1	—	650,000yen	2,498yen
	2	—	700,000yen	2,703yen
	3	YEA<45	750,000yen	2,909yen
	4	45<YEA<49	800,000yen	3,114yen
	5	49<YEA<54	850,000yen	3,319yen
	6	54<YEA<64	900,000yen	3,524yen
	7	—	950,000yen	3,729yen
	8	—	1,000,000yen	3,935yen
	—	64<YEA	750,000yen	2,909yen

- 2 Notwithstanding the provisions of the preceding paragraph, if a Specially Appointed Teaching Staff member who executes an employment contract covering two (2) business years or longer reaches the Year-end Age, making him/her eligible for a salary grade which is higher than the salary grade which was decided at the time of the execution of the employment contract, the member may receive the amount of such higher salary grade.
- 3 Notwithstanding the provisions of the preceding two (2) paragraphs, if the University judges, when it decides the regular salary of a Specially Appointed Teaching Staff member, there are specific circumstances, the University may decide the regular salary of the member at the amount of a salary grade within the scope of two (2) grades higher or lower than the salary grade for which he/she is eligible pursuant to the provisions of the preceding two (2) paragraphs.
- 4 Notwithstanding the provisions of the preceding three (3) paragraphs, if the University

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employs a Specially Appointed Teaching Staff member for whom the University considers it necessary to take specific measures, the University may decide the regular salary of the member separately.

(Regular salary of Specially Appointed Teaching Staff members to whom the yearly pay system applies)

Article 27-2 The regular salary of Specially Appointed Teaching Staff members (who shall be limited to those members whose basic salary is paid yearly; the same applies hereinafter in this Article) shall be the amount of the salary grade set forth in the following table according, in the first year of the contract, to the research career, achievements and the like and, in the year following the first year of the contract and thereafter, according to the results of the previous year; provided, however, that the amount of the regular salary in cases where the term of the employment contract in question is shorter than one year shall be decided according to the term of the employment contract using the amount of the salary grade listed in the following table as the standard.

Salary grade	Amount of regular salary (Yearly pay)	Salary grade	Amount of regular salary (Yearly pay)	Salary grade	Amount of regular salary (Yearly pay)	Salary grade	Amount of regular salary (Yearly pay)
	yen		yen		yen		yen
1	3,600,000	30	7,950,000	58	12,150,000	86	16,350,000
2	3,750,000	31	8,100,000	59	12,300,000	87	16,500,000
3	3,900,000	32	8,250,000	60	12,450,000	88	16,650,000
4	4,050,000	33	8,400,000	61	12,600,000	89	16,800,000
5	4,200,000	34	8,550,000	62	12,750,000	90	16,950,000
6	4,350,000	35	8,700,000	63	12,900,000	91	17,100,000
7	4,500,000	36	8,850,000	64	13,050,000	92	17,250,000
8	4,650,000	37	9,000,000	65	13,200,000	93	17,400,000
9	4,800,000	38	9,150,000	66	13,350,000	94	17,550,000
10	4,950,000	39	9,300,000	67	13,500,000	95	17,700,000
11	5,100,000	40	9,450,000	68	13,650,000	96	17,850,000
12	5,250,000	41	9,600,000	69	13,800,000	97	18,000,000
13	5,400,000	42	9,750,000	70	13,950,000	98	18,150,000
14	5,550,000	43	9,900,000	71	14,100,000	99	18,300,000
15	5,700,000	44	10,050,000	72	14,250,000	100	18,450,000
16	5,850,000	45	10,200,000	73	14,400,000	101	18,600,000
17	6,000,000	46	10,350,000	74	14,550,000	102	18,750,000
18	6,150,000	47	10,500,000	75	14,700,000	103	18,900,000
19	6,300,000	48	10,650,000	76	14,850,000	104	19,050,000
20	6,450,000	49	10,800,000	77	15,000,000	105	19,200,000
21	6,600,000	50	10,950,000	78	15,150,000	106	19,350,000
22	6,750,000	51	11,100,000	79	15,300,000	107	19,500,000
23	6,900,000	52	11,250,000	80	15,450,000	108	19,650,000
24	7,050,000	53	11,400,000	81	15,600,000	109	19,800,000
25	7,200,000	54	11,550,000	82	15,750,000	110	19,950,000
26	7,350,000	55	11,700,000	83	15,900,000	111	20,100,000
27	7,500,000	56	11,850,000	84	16,050,000	112	20,250,000
28	7,650,000	57	12,000,000	85	16,200,000	113	20,400,000

29	7,800,000
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- 2 If, when it decides the regular salary in the year following the first year of the contract, the University intends to decrease the salary grade from that the person presently is at, the University shall decrease the grade within the scope of eight (8) salary grades lower than that the person presently is at.
- 3 Notwithstanding the provisions of the preceding two (2) paragraphs, if the University employs a Specially Appointed Teaching Staff member for whom the University considers it necessary to take specific measures, the University may decide the regular salary of the member separately.

(Reduction of salary)

Article 28 With respect to prescribed working hours per day of Specially Appointed Teaching Staff members working on a full-time basis in the case where they do not work in whole or in part (i) pursuant to the provisions of Article 46 or (ii) during the period in which they take caregiver leave or during hours in which they take partial childcare leave or partial caregiver leave, the University shall pay their salary by reducing the amount obtained by multiplying the amount of salary for one hour of work set forth in Article 24, Paragraph 1 by the total hours in which they did not work; provided, however, that if they did not work all the hours to be worked during one salary calculation period due to absence from work, caregiver leave, partial childcare leave or partial caregiver leave, the University shall reduce their regular salary for the salary calculation period.

- 2 The total hours set forth in the preceding paragraph shall be the total number of hours in which they did not work in one salary calculation period, and if there is any fraction of time (“FOT-2”) in such number of non-working hours, such FOT-2 shall be rounded down as follows:

FOT-2 (mins)	To be rounded down (mins)
FOT-2<15	0
15≤ FOT-2<30	15
30≤ FOT-2<45	30
45≤ FOT-2<60	45

(50% reduction of regular salary)

Article 29 If Specially Appointed Teaching Staff members working on a full-time basis do not work, due to (i) the private injury/sickness leave set forth in Article 53, Paragraph 3 hereof or (ii) the measures for compulsory leave due to sickness set forth in Article 30 of the Hiroshima University Regulations for Safety and Health Management (Rule No. 113 of April 1, 2004; hereinafter referred to as the “Safety and Health Control Rules”) (hereinafter collectively referred to as “Private Injury/Sickness Leave, etc.”), continuously after ninety

(90) days have elapsed counting from the commencement day of the Private Injury/Sickness Leave, etc. (if there is recovery from one injury or sickness and another Private Injury/Sickness Leave, etc. takes effect due to another injury or sickness, from the commencement day of the initial Private Injury/Sickness Leave, etc.), the University shall reduce their salary by fifty percent (50%) (or, if their regular salary is on a yearly basis, 50% of one-twelfth (1/12) of the yearly amount) per day (which shall be limited to days on which the member in question did not work entirely for working hours allocated to the work of the days due to the Private Injury/Sickness Leave, etc.) after the elapse of the period pertaining to the Private Injury/Sickness Leave, etc. in question. In this case, the calculation of the period in which the member in question did not work shall be governed by the provisions of Article 53, Paragraph 3 to Article 54, and “Private Injury/Sickness Leave” in said clauses shall be deemed replaced by “Private Injury/Sickness Leave, etc.”

- 2 In addition to what is set forth in the preceding paragraph, necessary matters in connection with the 50% reduction of regular salary shall be specified separately.

(Additional service allowances)

Article 29-2 The University shall pay additional service allowances to Specially Appointed Teaching Staff members for whom services requiring substantial workload are added for such additional services; provided, however, that the University shall not pay the additional service allowances to Specially Appointed Teaching Staff members who do not work on all work days in a month.

- 2 The monthly amount of the additional service allowances shall be the amount corresponding to the classification of additional services listed in the following table.

Classification of additional services	Amount of allowance (monthly)
Industrial physician	10,000 yen
School medical doctor or school dentist	7,500 yen
Licensed engineer of radiation	3,000 yen
Health administrator	3,000 yen
Other persons whom the President deems necessary	Amount specified by the President

- 3 Notwithstanding the provisions of the preceding paragraph, if Specially Appointed Teaching Staff members engage in entrance examination services for the University, the graduate school or the like, the University shall pay the additional service allowances in accordance with the standard which is separately specified each year.
- 4 If any of the additional services listed in the table of Paragraph 2 are assigned to Specially Appointed Teaching Staff members, the University shall pay the additional service allowances in and after the month following the month in which the day of assignment falls (or, if the day is the first day of a month, in and after the month in which the day falls).
- 5 If any of the additional services listed in the table of Paragraph 2 have no longer been

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assigned to a Specially Appointed Teaching Staff member by reason of retirement, death or dismissal or otherwise, the University shall pay the additional service allowances by the month in which the day of termination of the assignment falls (or, if the day is the first day of a month, by the previous month of the month in which the day falls).

- 6 In addition to what is set forth in Paragraphs 1 to the preceding paragraph, necessary matters in connection with the payment of additional service allowances shall be specified separately.

(Overtime work allowances)

Article 30 The University shall pay overtime work allowances to Specially Appointed Teaching Staff members if they are ordered to work in excess of their prescribed working hours (except for cases set forth in Paragraph 1 of the next Article).

- 2 The amount of payment of the overtime work allowances shall be, for one hour of work, the amount obtained by multiplying the percentage according to the classification specified in the following table by the amount of salary per hour set forth in Article 24

Classification		Percentage
Full-time work	(1) Work exceeding the prescribed working hours (except for cases set forth in the next item to item 6)	125/100
	(2) Work exceeding the prescribed working hours and the work was engaged in during the midnight hours (except for cases set forth in the next item to item 6)	150/100
	(3) Work exceeding the prescribed working hours, the hours of which become, together with the work falling under Paragraph 1 of the next Article, 45 hours or longer but shorter than 60 hours a month (except for cases set forth in the next item to item 6)	130/100
	(4) Work exceeding the prescribed working hours, the hours of which become, together with the work falling under Paragraph 1 of the next Article, 45 hours or longer but shorter than 60 hours a month (except for cases set forth in the next item to item 6) and the work was engaged in during the midnight hours	155/100
	(5) Work exceeding the prescribed working hours, the hours of which become, together with the work falling under Paragraph 1 of the next Article, 60 hours or longer a month (except for cases set forth in the next item)	150/100
	(6) Work exceeding the prescribed working hours, the hours of which become, together with the work falling under Paragraph 1 of the next Article, 60 hours or longer a month and the work was engaged in during the midnight hours	175/100
Part-time work	(1) Work, together with the prescribed working hours, the working hours of which do not exceed 7 hours and 45 minutes per day and do not exceed 38 hours and 45 minutes per week (except for cases set forth in the next item)	100/100
	(2) Work, together with the prescribed working hours, the working hours of which do not exceed 7 hours and 45 minutes per day and do not exceed 38 hours and 45 minutes per week and the work was engaged in from 22:00 to 5:00 of the following day	125/100

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(3) Work, together with the prescribed working hours, the working hours of which exceed 7 hours and 45 minutes per day or 38 hours and 45 minutes per week (except for cases set forth in the next item)	125/100
(4) Work, together with the prescribed working hours, the working hours of which exceed 7 hours and 45 minutes per day or 38 hours and 45 minutes per week and the work was engaged in from 22:00 to 5:00 of the following day	150/100

- 3 Notwithstanding the provisions of the preceding paragraph, if the working hours of a week in which Specially Appointed Teaching Staff members are ordered to work by transferring their days off exceed their prescribed working hours per week, the payment of the overtime work allowances per hour shall be, for all hours worked within the scope of their prescribed working hours of the days on which they are ordered to work by transferring their days off, in the amount per hour obtained by multiplying the rate according to the classification specified in the table of the preceding paragraph minus 1.00 by the amount of salary per hour set forth in Article 24.
- 4 All hours worked set forth in the preceding paragraph shall be the total number of hours worked in one salary calculation period, and if there is any fraction of time (“FOT-3”) in the total number of hours, such FOT-3 shall be rounded up as follows:

FOT-3 (mins)	To be rounded up to (mins)
$FOT-3 \leq 15$	15
$15 < FOT-3 \leq 30$	30
$30 < FOT-3 \leq 45$	45
$FOT-3 > 45$	1 hour

(Holiday work allowances)

Article 31 Holiday work allowances for Specially Appointed Teaching Staff members shall be paid if they are ordered to work on a day off (excluding cases where a day alternative to the day off in question (hereinafter referred to as the “Transferred Day” in this Section and the next Section) is designated by the University) or on the Transferred Day (hereinafter referred to as the “Days Off, etc.”) .

- 2 The payment of the holiday work allowances shall be, for all hours worked on the Days Off, etc., in the amount per hour obtained by multiplying 1.35 (or, if the work is during the hours from 22:00 to 5:00 of the following day, 1.60) by the amount of salary per hour set forth in Article 24.
- 3 Notwithstanding the provisions of the preceding paragraph, if the number of working hours worked by Specially Appointed Teaching Staff members working on a full-time basis on the Days Off, etc., together with the number of overtime working hours set forth in the preceding Article, fall under either of the following items, the holiday work allowances shall be, for all hours worked on the Days Off, etc., in the amount per hour obtained by

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multiplying the percentage specified in the following items by the amount of salary per hour set forth in Article 24:

- (1) If such aggregated hours exceed sixty (60) hours a month (excluding cases set forth in the following item): one hundred fifty-one hundredths (150/100);
- (2) If such aggregated hours exceed sixty (60) hours a month and such work was engaged in during the midnight hours: one hundred seventy-five one hundredths (175/100).

4 The aggregated hours worked on the Days Off, etc. set forth in the preceding paragraph shall be the total number of hours worked in one salary calculation period, and if there is any fraction of time (“FOT-4”) in the total number of hours, such FOT-4 shall be rounded up as follows:

FOT-4 (mins)	To be rounded up to (mins)
FOT-4 ≤ 15	15
15 < FOT-4 ≤ 30	30
30 < FOT-4 ≤ 45	45
FOT-4 > 45	1 hour

(Special work allowances)

Article 32 Special work allowances shall be paid to Specially Appointed Teaching Staff members working on a full-time basis who engage in substantially dangerous or difficult work or other substantially special work that requires special treatment from a salary point of view according to the specialty of the work, in cases where it is considered inappropriate to compensate for such work by their regular salary based on the specialty of the work.

2 The names of, eligible staff members for, content of work covered under, and classifications and amounts of payment for special work allowances shall be as specified in the following table.

Name of allowance	Eligible staff members	Content of work	Classification/ amount of payment	
(1) Radiation handling allowance	Specially Appointed Teaching Staff members engaging in radiation handling services	Radiation handling services in a controlled area (exposure: 100 microsieverts or greater a month)	One day	230 yen

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(2) Additional practice allowance	Specially Appointed Teaching Staff members engaging in practice in a hospital			
	a. Specially Appointed Teaching Staff members to whom the discretionary labor system for professional work applies	Practice services on holidays or practice services from 5:00 p.m. to 8:30 a.m. of the following day on days other than holidays (excluding practice services for time periods in which they are ordered to engage in night/day duty set forth in Article 47)	One month	To be paid according to the total number of hours in which they engaged in practice in one salary calculation period (“TNH”) (fractions of time of shorter than 30 minutes in the total hours shall be cut off and of 30 minutes or longer shall be rounded up to one hour) TNH≤5 11,100 yen 5<TNH≤10 29,600 yen 10<TNH≤15 48,100 yen 15<TNH≤20 66,600 yen 20<TNH≤25 85,100 yen 25<TNH≤30 103,600 yen 30<TNH≤35 122,100 yen 35<TNH≤40 140,600 yen 40<TNH≤45 159,100 yen 45<TNH≤50 177,900 yen 50<TNH≤55 196,900 yen 55<TNH≤60 215,900 yen 60<TNH≤65 235,200 yen 65<TNH≤70 257,200 yen 70<TNH≤75 279,200 yen 75<TNH≤80 301,200 yen 80<TNH≤85 323,200 yen 85<TNH≤90 345,200 yen 90<TNH≤95 367,200 yen 95<TNH≤100 389,200 yen 100<TNH 411,200yen
	b. Delivery service agents	Delivery services on holidays or during the time from 5:00 p.m. to 8:30 a.m. of the following day on days other than holidays	One time	20,000 yen

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	c. Specially Appointed Teaching Staff members working in the operation department, the advanced life-saving center, the intensive care unit or the surgical intensive care unit	Practice services at night and on holidays during prescribed working hours	One time	20,000 yen (including night premium wages if the services are performed during the midnight hours)
(3) Doctor-heli on-board allowance	Specially Appointed Teaching Staff members working at a hospital	Emergency medical care services on board doctor-helis (helicopters equipped with medical devices for emergency medical care, including fire-fighting and disaster prevention helicopters of the Hiroshima Prefecture Doctor Helicopter Project) and other practice services	One time	5,000 yen

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(4) Internal lecturer allowance	Specially Appointed Teaching Staff members who give lectures in teacher training courses (such as courses for subjects and courses for the teaching profession) in the main night courses of the School of Law or the School of Economics (excluding those who are assigned to the Graduate School of Social Sciences, the Center for Research on Regional Economic Systems or the Hiroshima University Law School)	Lecture services, etc.	One hour	3,230 yen
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3 In addition to what is set forth in the preceding paragraph, necessary matters in connection with the payment of special work allowances shall be specified separately.

(Night/day duty allowances)

Article 33 The University shall pay night/day duty allowances to Specially Appointed Teaching Staff members working on a full-time basis who are ordered to engage in medical doctor/dentist duty, the amount of which shall be 20,000 yen (including the amount equal to the overtime work allowance) for each instance.

(Special allowances)

Article 34 The University shall pay special allowances to Specially Appointed Teaching Staff members whose achievements in education, research, practice or operational organization activities of the University are considered to be quite remarkable in accordance with the standards separately specified.

Section 3 Working hours, days off, leave, etc. of Specially Appointed Teaching Staff members working on a full-time basis

(Prescribed working hours and rest time)

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Article 35 The prescribed working hours of Specially Appointed Teaching Staff members working on a full-time basis shall be seven hours forty-five minutes (7h45m) per day and thirty-eight hours and forty-five minutes (38h45m) per week, excluding the rest time.

2 The work-starting time (“WST”) and the work-ending time (“WET”) of Specially Appointed Teaching Staff members working on a full-time basis shall be as set forth in the following table.

Item	Classification of Specially Appointed Teaching Staff members	WST/WET	Rest time	Remarks
1	Specially Appointed Teaching Staff members (excluding those who are subject to the next paragraph and paragraph 3)	WST 08:30 WET 17:00	12:00 to 12:45	
		WST 09:30 WET 18:00	12:00 to 12:45	Days on which they have a 9th or 10th lecture
		WST 12:45 WET 21:15	17:15 to 18:15	Days on which Specially Appointed Teaching Staff members working in the Graduate School of Integrated Arts and Sciences, the Graduate School of Social Science or the University Law School have a lecture class in the night opening time zone in the Higashi-Senda Campus
2	Specially Appointed Teaching Staff members who are designated by their division head as those who engage in educational and life guidance work for students in the main night course of the School of Law or School of Economics, and such members who are assigned to give lectures on economic analysis to students majoring in Social Economic Systems in the Graduate School of Social Sciences and are in charge of the finance area.	WST 12:45 WET 21:15	17:15 to 18:00	
		WST 08:30 WET 17:00	12:00 to 12:45	Days on which they work on Higashi-Hiroshima Campus
3	Specially Appointed Teaching Staff members who are assigned	WST 12:45 WET 21:15	17:15 to 18:00	Tuesday to Friday

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	to students majoring in Management in the Graduate School of Social Sciences	WST 10:00 WET 18:30	12:30 to 13:15	Saturday
4	Specially Appointed Teaching Staff members who are assigned to the Graduate School of Law	WST 09:00 WET 17:30	12:00 to 12:45	
		WST 12:45 WET 21:15	17:15 to 18:00	Days on which they have a lecture class in the night opening time zone in the Higashi-Senda Campus
		WST 08:30 WET 17:00	12:00 to 12:45	Days on which they work on Higashi-Hiroshima Campus

3 If it is necessary for operational reasons, the University may adjust the WST, WET and rest time.

(Staggered commuting hours)

Article 36 Notwithstanding the provisions of the preceding Article, the University may designate the WST, WET and rest time based on the request of a Specially Appointed Teaching Staff member and if it considers that such designation will not cause any inconvenience to its operations.

(Statutory holidays)

Article 37 Statutory holidays shall be the days specified below:

- (1) Saturdays and Sundays
- (2) Holidays provided for in the Act on National Holidays (Act No. 178 of 1948)
- (3) December 29 to January 3 of the following year (excluding the holidays set forth in the preceding two (2) items).

2 Notwithstanding the provisions of Item 1 of the preceding paragraph, the statutory holidays of Specially Appointed Teaching Staff members working on a full-time basis who are assigned to students majoring in Management in the Graduate School of Social Sciences shall be Sundays and Mondays.

(Transfer of holidays)

Article 38 If it is necessary for operational reasons to order Specially Appointed Teaching Staff members to work on a holiday, the University may designate a Transferred Day.

(Shift working system shorter than one month)

Article 39 Notwithstanding the provisions of Article 35, for a Specially Appointed Teaching Staff member working on a full-time basis who needs to work in accordance with a special

schedule for his/her education, research, practice or the like, the University may consider the preference of the member in advance and establish a shift working system shorter than one month, with the day of establishment as the start date for reckoning purposes.

- 2 The prescribed working hours per week in the case of the preceding paragraph shall be within a scope not exceeding an average of thirty-eight hours and forty-five minutes (38h45m) per week, and the holidays set forth in Article 37, Paragraph 1 shall be allocated for the subject period.
- 3 The University shall notify the member in question of his/her start date for reckoning purposes, subject period, WST and WED for each day, rest time, and days off, in accordance with the shift schedule table, no later than seven (7) days in advance.
- 4 If requested by a female Specially Appointed Teaching Staff member working on a full-time basis who is expecting or for whom one year has not elapsed after the childbirth (hereinafter collectively referred to as the “Expecting Women”), the University shall not order her to work under the shift working system.
- 5 If requested by Specially Appointed Teaching Staff members working on a full-time basis who are ordered to work under the shift working system for less than one month and take care of a child before the commencement of elementary school (who is a child for whom the first March 31 after his/her 6th birthday has not come yet; the same applies hereinafter) or look after a family member requiring care (hereinafter referred to as “Care Requiring Family Member,” who is the subject family member set forth in Article 3, Paragraph 2 of the Hiroshima University Regulations for Employee Family Care Leave (Rule No. 93 of April 1, 2004; hereinafter referred to as the “Caregiver Leave Rules”)) to take care of such child or look after such family member (excluding Expecting Women and those live together with a family member(s) who is (are) older than 16 years old and able to take care of such child or look after such family member in the midnight hours (from 22:00 to 5:00 of the following day; the same applies hereinafter)), the University shall not order them to work in the midnight hours; provided, however, that this shall not apply to cases where said request would impede normal business operations.

(Discretionary labor system for professional work)

Article 40 Notwithstanding the provisions of Articles 35 and 37, the University may apply the discretionary labor system for professional work to persons who engage in teaching work, research work in the humanities, social sciences or natural sciences, or analysis work of information processing or of design, for which it is considered necessary, taking the nature of the work into account, to entrust the means of and allocation of time for performing the work to the discretion of the Specially Appointed Teaching Staff member in question working on a full-time basis.

- 2 Matters necessary for the application of the discretionary labor system for professional work pursuant to the provisions of the preceding paragraph shall be governed by the Labor-Management Agreement.

(Work in places other than the ordinary place of work)

Article 41 If it is necessary for operational reasons, the University may order that work be performed away from the ordinary place of work.

- 2 If Specially Appointed Teaching Staff members working on a full-time basis are ordered to work during their working hours entirely or partly in the manner set forth in the preceding paragraph, and if it is difficult to calculate the hours in which they worked, they shall be deemed to have worked in the prescribed working hours of the day of work.

(Work outside prescribed working hours)

Article 42 If it is necessary for operational reasons, the University may order that work be performed outside the prescribed working hours or on holidays based on the Labor-Management Agreement (hereinafter referred to as "Overtime Work").

- 2 Cases where it is necessary for operational reasons as set forth in the preceding paragraph include cases where the University deems it necessary for operational reasons based on an advance application from a Specially Appointed Teaching Staff member working on a full-time basis to engage in Overtime Work. In this case, if the University determines that an unavoidable reason made it impossible for the member in question to apply in advance, the Specially Appointed Teaching Staff member working on a full-time basis may apply promptly after the unavoidable reason is eliminated.
- 3 Specially Appointed Teaching Staff members working on a full-time basis who are ordered to engage in appropriate Overtime Work pursuant to the provisions of Paragraph 1 or the preceding paragraph shall not, in principle, be allowed to refuse such work unless they have a justifiable reason.
- 4 Notwithstanding the provisions of Paragraphs 1 and 2, if requested by Specially Appointed Teaching Staff members working on a full-time basis who are Expecting Women, the University shall not order them to engage in Overtime Work.
- 5 Notwithstanding the provisions of Paragraphs 1 and 2, if requested by Specially Appointed Teaching Staff members working on a full-time basis who take care of a child younger than three years old (excluding Expecting Women and those who are listed in the next paragraph) to take care of such child, the University shall not order them to engage in Overtime Work; provided, however, that this shall not apply to cases where said request would impede normal business operations.
- 6 Notwithstanding the provisions of Paragraphs 1 and 2, if requested by Specially

Appointed Teaching Staff members working on a full-time basis who take care of a child before the commencement of elementary school (excluding Expecting Women and those who are listed in the preceding paragraph) or *who look after a Care Requiring Family Member* to take care of such child or *to look after such family member*, the University shall not order them to engage in Overtime Work exceeding 24 hours a month and 150 hours a year; provided, however, that this shall not apply to cases where said request would impede normal business operations.

(Midnight Work)

Article 43 If it is necessary for operational reasons, the University may order Overtime Work in the midnight hours (hereinafter referred to as “Midnight Work”).

2 Notwithstanding the provisions of the preceding paragraph, the University shall not order Midnight Work if requested by Specially Appointed Teaching Staff members working on a full-time basis who are Expecting Women.

3 Notwithstanding the provisions of Paragraph 1, if requested by Specially Appointed Teaching Staff members working on a full-time basis who take care of a child before the commencement of elementary school or look after a Care Requiring Family Member to take care of such child or look after such family member (excluding Expecting Women and those who live together with a family member(s) who is (are) older than 16 years old and able to take care of such child or look after such family member in the midnight hours), the University shall not order them to engage in Midnight Work; provided, however, that this shall not apply to cases where said request would impede normal business operations.

(Overtime Work at Time of a Disaster, etc.)

Article 44 If a disaster or other unavoidable reason makes it extraordinarily necessary, the University may order Overtime Work.

2 When ordering Overtime Work under the preceding paragraph, the University shall take necessary steps provided for in the Ro-Ki-Ho.

3 If requested by Specially Appointed Teaching Staff members working on a full-time basis who are Expecting Women, the University shall not order them to engage in the Overtime Work stipulated in Paragraph 1.

(Coming to/leaving from office)

Article 45 Specially Appointed Teaching Staff members working on a full-time basis shall take the prescribed steps at the time of their coming to/leaving from the office.

2 Specially Appointed Teaching Staff members working on a full-time basis (excluding those to whom the University applies the discretionary labor system for professional work

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pursuant to the provisions of Article 40) shall leave the office promptly in principle after their work within the prescribed working hours or ordered Overtime Work is finished; provided, however, that this shall not apply to cases where the University deems it necessary to consider the situation separately due to its business objectives and characteristic features of the work based on such objectives.

(Tardiness, leaving early, absence, going out for personal reason)

Article 46 If they fail to come to the office on time, intend to leave the office early, go out of the office for a personal reason during the prescribed working hours, or are absent, Specially Appointed Teaching Staff members working on a full-time basis shall apply in advance and obtain the permission of the University; provided, however, that if any sudden accident or other unavoidable reason made it impossible for them to do so in advance, they must notify the University to that effect immediately and may apply promptly and obtain its permission subsequently.

2 If they fail to apply or notify as set forth in the preceding paragraph, or if the University refuses its permission, such tardiness, early leaving, absence or going out for a personal reason shall be regarded as an absence without permission.

(Day/night duty)

Article 47 If it is necessary for operational reasons, the University may order day/night duty during hours outside the prescribed working hours or on holidays.

(Kinds of leave)

Article 48 Specially Appointed Teaching Staff members working on a full-time basis shall be entitled to annual paid leave, sickness leave and special leave.

2 Leave under the preceding paragraph shall be paid.

(Annual paid leave)

Article 49 Annual paid leave shall be taken in one calendar year (January 1 to December 31; the same applies hereinafter), the number of days of which shall be twenty (20) days for one calendar year.

2 The number of days of annual paid leave granted to newly employed Specially Appointed Teaching Staff members working on a full-time basis shall be as listed in the granted number of days (“GND”) column in the following table (hereinafter referred to as “Base Number of Days” in this Article) for one calendar year according to the month of employment (“MOE”).

MOE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
GND	20	18	17	15	13	12	10	8	7	5	3	2

3 Notwithstanding the provisions of the preceding two (2) paragraphs, the number of days of annual paid leave granted to persons who were full-time staff members, contract staff members or part-time staff members of the University and have been continuously employed as Specially Appointed Teaching Staff members working on a full-time basis shall be the number of days as listed in the following items:

- (1) Persons who have been employed continuously as of January 1 as Specially Appointed Teaching Staff members working on a full-time basis: the number of days obtained by adding the remaining number of days of leave, which is similar to annual paid leave, from the previous year (or, if such remaining number of days exceeds 20, 20 days) to 20 days.
- (2) Persons who have been employed continuously during the year as Specially Appointed Teaching Staff members working on a full-time basis and for whom the last day on which days of leave, which is similar to annual paid leave, were granted was before December 31 of the previous year: the number of days obtained by adding the remaining number of days of leave, which is similar to annual paid leave, as of the day previous to the day on which they were employed as Specially Appointed Teaching Staff members (or, if such remaining number of days exceeds 20, 20 days) to 20 days.
- (3) Persons who have been employed continuously during the year as Specially Appointed Teaching Staff members working on a full-time basis and who do not fall under the preceding item: the remaining number of days of leave, which is similar to annual paid leave, as of the day previous to the day on which they were employed as Specially Appointed Teaching Staff members (up to 40 days); provided, however, that if the remaining number of days is less than the Base Number of Days, the Base Number of Days.

(Carry-over of annual paid leave)

Article 50 Specially Appointed Teaching Staff members working on a full-time basis may carry over days of annual paid leave, which were granted to them but were not taken in the current year, only to the following year.

(Request of annual paid leave)

Article 51 If they intend to take annual paid leave, Specially Appointed Teaching Staff members working on a full-time basis shall make a request by specifying the period in advance; provided, however, that if a sickness, disaster or other unavoidable reason made it impossible for them to apply in advance, they shall promptly apply subsequently.

2 If said request would impede normal business operations, the University may change the period applied for by Specially Appointed Teaching Staff members working on a full-time basis.

- 3 Even after the University accepts a request for annual paid leave, the University may cancel the annual paid leave if it would cause any inconvenience to its operations due to unavoidable reasons or if it is found that the request is defective.

(Unit of annual paid leave)

Article 52 The unit of annual paid leave shall be one day or half a day; provided, however, that in the case of annual paid leave in the number of days specified in the Labor-Management Agreement or annual paid leave which is granted but exceeds the number of days provided for in Article 39 of the Ro-Ki-Ho, the University may specify that the unit is one hour.

(Sickness leave)

Article 53 If requested by Specially Appointed Teaching Staff member working on a full-time basis with a statement that they need medical care for an injury or sickness and the University determines that it is unavoidable for them not to work, sickness leave shall be granted for the period of minimum necessity.

- 2 Among the kinds of sickness leave pursuant to the provisions of the preceding paragraph, sickness leave in the following cases (hereinafter referred to as “Industrial Accident, etc. Leave”) shall not be subject to the limitation on the period in which they can take the leave continuously:
 - (1) If they were injured or fell sick for a work-related reason or on their way to/from work;
 - (2) If, as the result of a health examination pursuant to the provisions of the Safety and Health Control Rules, they received the decision of the guidance classification on the life regulation page B set forth in Appended Table of said Rules or of the change to said guidance classification and also received subsequent measures.
 - (3) If, as the result of interview guidance pursuant to the provisions of the Gist of Hiroshima University Guidelines for Measures to Maintain the Health and Welfare of Employees for the Prevention of Health Problems Caused by Prolonged Work (which was approved by the President on August 1, 2007), it was judged that it was necessary to restrict their work and to take subsequent measures.
 - (4) If, in cases where a medical certificate which states that they need to receive medical care by visiting a hospital regularly or in their house due to disturbance of the autonomic nervous system among disturbances of mind and behavior and disorder of nervous system (hereinafter referred to as the “Disturbances of Mind and Behavior”) set forth in “The Summary of Statistical Classification of Sickness, Injury and Cause of Death” prepared by the Ministry of Health, Labour and Welfare” was submitted (including cases

where they returned from the sickness leave), they received the decision of the guidance classification on the life regulation page B set forth in Appended Table of the Safety and Health Control Rules or of the change to said guidance classification and also received subsequent measures.

- (5) If, in cases where a medical certificate which states that they need to receive medical care by visiting a hospital regularly due to chronic sickness requiring a long time for recovery was submitted (including cases where they returned from the sickness leave), they received the decision of the guidance classification on the life regulation page B set forth in Appended Table of the Safety and Health Control Rules or of the change to said guidance classification and also received subsequent measures.
- 3 The kinds of sickness leave among those pursuant to the provisions of Paragraph 1, other than Industrial Accident, etc. Leave (hereinafter referred to as “Private Injury/Sickness Leave”) shall not be taken when exceeding ninety (90) consecutive days, except for such leave taken by Specially Appointed Teaching Staff members working on a full-time basis under the probation period. In this case, if there are days during the continuous period on which the members took Industrial Accident, etc. Leave, days on which they took Industrial Accident, etc. Leave, days off during the period of Industrial Accident, etc. Leave (including a Transferred Day; hereinafter referred to as “Days Off, etc.”) days on which they took Annual Paid Leave, days on which they took Special Leave, days of absence, and days on which they did not work all of their prescribed working hours (hereinafter referred to as “Excluded Days”) shall be excluded.

(Judgment of continuous taking of sickness leave)

Article 53-2 In connection with the application of the provisions of Paragraph 3 of the preceding Article and those of Paragraph 3 of this Article to Paragraph 4 of the next Article, if Specially Appointed Teaching Staff members working on a full-time basis who took Private Injury/Sickness Leave of a period of eight (8) consecutive days or longer (including persons for whom it is deemed that the period of Private Injury/Sickness Leave was continuous and the period is aggregated pursuant to the provisions of this paragraph and the next paragraph) are returned, an aggregated calculation judgment period (which means a period in which the number of days on which they worked all of their working hours allocated to their work of one time (hereinafter referred to as the “Number of Days of Actual Work”) reaches twenty (20) counting from the day following the last day of the period of Private Injury/Sickness Leave taken by them continuously, excluding the Excluded Days; the same applies hereinafter) shall be established, and if they take another Private Injury/Sickness Leave during the period again, the period of said Private Injury/Sickness Leave and the period of the immediately preceding Private Injury/Sickness

Leave shall be deemed to be continuous, regardless of the number of days of the other Private Injury/Sickness Leave, and those periods shall be aggregated. In this case, the period of aggregated Private Injury/Sickness Leave shall not exceed the limit of the period of Private Injury/Sickness Leave set forth in Article 53, Paragraph 3 and Article 53-3, Paragraphs 2 to 4.

- 2 In the case of the preceding paragraph, “working hours allocated to their work of one time” means, if there was a period in which they did not work pursuant to the provisions of Article 55, Paragraph 1, Items 10, 18, 19 or 20, in which they did not work by taking partial childcare leave set forth in Article 3, Paragraph 2 of the Hiroshima University Regulations for Employee Childcare Leave (Rule No. 92 of April 1, 2004) or in which they did not work by taking partial caregiver leave set forth in Article 3, Paragraph 3 of the Caregiver Leave Rule (hereinafter referred to as “Partial Childcare Leave, etc.”), the working hours allocated to work of one time minus the “Partial Childcare Leave, etc.”
- 3 In the case of Paragraph 1, if the number of days other than Days Off, etc. during the period of Private Injury/Sickness Leave is three (3) days or less (excluding cases where the number of days is deemed to be continuous with a period of Private Injury/Sickness Leave of eight (8) consecutive days or longer pursuant to the provisions of the preceding two (2) paragraphs and the period is aggregated), an aggregated calculation judgment period shall not be established, notwithstanding the provisions of Paragraph 1, and even if they take another Private Injury/Sickness Leave, the period of said other Private Injury/Sickness Leave and the period of the immediately preceding Private Injury/Sickness Leave shall not be aggregated, notwithstanding the Number of Days of Actual Work.

(Special exception, etc. to maximum number of days of sick leave)

- Article 53-3 If, even after the period of the Private Injury/Sickness Leave taken reaches, excluding the Excluded Days, ninety (90) consecutive days, Special Appointed Teaching Staff Members working on a full-time basis need to receive medical care continuously, and the University deems it unavoidable for them not to work due to injury or sickness manifested by symptoms which are obviously different from those of the injury or sickness pertaining to the Private Injury/Sickness Leave taken (hereinafter referred to as "Different Injury, etc."), the University may approve the Private Injury/Sickness Leave pertaining to the Different Injury, etc., notwithstanding the provisions of Article 53, Paragraph 3.
- 2 In the case of the preceding paragraph, the period of Private Injury/Sickness Leave due to Different Injury, etc. shall not exceed ninety (90) days, excluding the Excluded Days, continuously counting from the day on which they were affected by the Different Injury, etc.

- 3 If it is expected that the injury or sickness pertaining to the Private Injury/Sickness Leave taken will be cured within seven (7) days counting from the day following the day on which the period of the Private Injury/Sickness Leave in question reaches ninety (90) consecutive days, excluding the Excluded Days, and they may be reinstated (which shall be limited to cases where such reinstatement is guaranteed by a medical certificate from a medical doctor), the University may extend the period of the Private Injury/Sickness Leave in question within a scope not exceeding seven (7) days counting from the day following the ninetieth day, notwithstanding the provisions of Article 53, Paragraph 3.
- 4 If, in cases where the period of the Private Injury/Sickness Leave taken reaches ninety (90) consecutive days, excluding the Excluded Days, it becomes necessary within the aggregated calculation judgment period for them to receive medical care and the University deems it unavoidable for them not to work due to injury or sickness manifested by symptoms which are obviously different from those of the injury or sickness pertaining to the Private Injury/Sickness Leave taken, the University may approve the Private Injury/Sickness Leave pertaining to the Different Injury, etc., notwithstanding the provisions of Article 53, Paragraph 3. In this case, the period of the Private Injury/Sickness Leave shall not exceed ninety (90) consecutive days, excluding the Excluded Days.
- 5 The Days Off, etc., days on which annual paid leave was taken, days on which special leave was taken, days of absence, and days on which they did not work all of their working hours (excluding the Excluded Days and days on which there was Partial Childcare Leave, etc. for some of the working hours of the day but they worked all of their working hours except for the Partial Childcare Leave, etc.) during the period of Private Injury/Sickness Leave (including the period in which the periods of the Private Injury/Sickness Leave were deemed to be continuous and aggregated pursuant to the provisions of Paragraph 1 of the preceding Article) shall be deemed days on which the Private Injury/Sickness Leave was taken for the purpose of the application of the provisions of Article 53, Paragraph 3 to the preceding paragraph.
- 6 The provisions of Paragraphs 1 to 4 shall not apply to Specially Appointed Teaching Staff members working on a full-time basis who are under a probationary period.

(Unit of sickness leave)

Article 54 The unit of sickness leave shall be one day, one hour or one minute as necessary.

- 2 Notwithstanding the preceding paragraph, for the calculation of the period of Private Injury/Sickness Leave under the preceding three (3) Articles, days on which the Private Injury/Sickness Leave was taken with a unit other than one day shall be regarded as days on which the Private Injury/Sickness Leave was taken with a unit of one day.

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(Special leave)

Article 55 Special leave shall be granted if requested by Specially Appointed Teaching Staff members working on a full-time basis for any reason listed in the reason column of the following table and if the University deems it suitable for the member in question not to work:

Reason	Period (unit)
(1) Cases where Specially Appointed Teaching Staff members working on a full-time basis exercise their voting rights provided for in the Public Offices Election Act (Act No.100 of 1950), or rights of voting for the popular review of a judge of the Supreme Court or for the dismissal of a member of the parliament or the head of an ordinary local public entity, and it is considered unavoidable for them not to work	Period which is considered necessary (one day, one hour or one minute)
(2) Cases where Specially Appointed Teaching Staff members working on a full-time basis appear themselves before a court, the national diet, parliament of a local public entity or other public office as a saiban-in (including alternate saiban-in), saiban-in candidate, witness, expert witness, unsworn witness, etc. (hereinafter referred to as “appear themselves before a court, etc.”) and it is considered unavoidable for the member in question working on a full-time basis not to work, and the spouse, etc. of the member in question working on a full-time basis who takes care of a child for whom the first March 31 after his/her ninth birthday has not come yet (including a child of the spouse) or looks after a care requiring family member appears himself/herself before a court, and it is considered suitable for the member in question working on a full-time basis not to work due to childcare or nursing care	Period which is considered necessary (one day, one hour or one minute)
(3) Cases where Specially Appointed Teaching Staff members working on a full-time basis apply, as a donor of bone marrow for a bone-marrow transplantation or of peripheral blood stem cells for a peripheral blood stem cell transplantation, for registration with a person who conducts registration, or where they donate bone marrow for a bone-marrow transplantation or peripheral blood stem cells for a peripheral blood stem cell transplantation to a person other than his/her spouse, parent, child, brother or sister, and it is deemed unavoidable for the member in question not to work due to an examination or hospitalization which becomes necessary as the result of such application or donation	Period which is considered necessary (one day, one hour or one minute)
(4) Cases where Specially Appointed Teaching Staff members working on a full-time basis engage, voluntarily and without remuneration, in the following socially contributing activities (excluding activities which exclusively support their family members), and	Period not exceeding 5 days in one calendar year (one day)

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<p>it is deemed suitable for them not to work:</p> <ol style="list-style-type: none"> a. Activities supporting disaster victims, including distribution of daily necessities, soup run, care at shelters, removal of debris or other necessary aid to persons whose daily life has been seriously disrupted by destruction of their house, shutting off of their water supply, electricity, or gas, etc., in a municipality (including special wards), prefecture which the municipality is in or neighboring prefecture where a disaster of the level for which relief by the Disaster Relief Act (Act No. 118 of 1947) is executed by reason of earthquake, storm, volcanic eruption, or the like; b. Activities at a care facility for persons with physical imperfections, special elderly nursing home or other facility to provide necessary care mainly to persons with physical or mental imperfections or to persons who are injured or have fallen sick; c. In addition to the activities set forth in a. and b. above, activities that provide direct support, including preparation of meals, cleaning or repair of clothes, or consolation visits, to persons who ordinarily have difficulty in coping with daily life by reason of a mental or physical imperfection, injury or sickness; 	
<p>(5) Cases where Specially Appointed Teaching Staff members working on a full-time basis will be married, and it is deemed suitable for them not to work by reason of a wedding ceremony, travel or other event which is considered necessary as the result of their marriage</p>	<p>Period not exceeding 5 days (one day) during the period from 5 days prior to the day of marriage to the day on which 3 months have elapsed since the day of marriage</p>
<p>(6) Cases where Specially Appointed Teaching Staff members working on a full-time basis who are expecting within 6 weeks (or, in the case of multiple pregnancy, 14 weeks) request leave counting from the scheduled date of childbirth</p>	<p>Period requested until the date of childbirth (one day, one hour or one minute)</p>
<p>(7) Cases where Specially Appointed Teaching Staff members working on a full-time basis have delivered a baby (which means childbirth after 12 weeks of pregnancy; the same applies hereinafter)</p>	<p>Period until the day on which 8 weeks have elapsed counting from the day following the day of childbirth (excluding the period in which the Specially Appointed Teaching Staff member in question working on a full-time basis for whom 6 weeks have elapsed since childbirth applies for work and engages in work which a medical doctor has approved) (one day or one hour)</p>
<p>(8) Cases where it is deemed suitable for Specially Appointed Teaching Staff members working on a full-time basis not to work as the result of childbirth by their wife (including a woman for whom a notification is not submitted but is a same situation of marriage as a matter of fact; the same applies in the next item)</p>	<p>Period not exceeding 2 days within the period from the day on which the wife of the Specially Appointed Teaching Staff member in question working on a full-time basis is hospitalized for childbirth until the day on which the wife or the child leaves the hospital after the day of childbirth (one day or one hour)</p>
<p>(9) Cases where the wife of Specially Appointed Teaching Staff members working on a full-time basis delivers and she is in the period from the day 6 weeks (or, in the case of multiple pregnancy, 14 weeks) prior</p>	<p>Period not exceeding 5 days within the period in question (one day or one hour)</p>

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<p>to the scheduled date of childbirth to the day on which 8 weeks have elapsed after the day of childbirth, and it is deemed suitable for the Specially Appointed Teaching Staff member in question working on a full-time basis who takes care of a child relating to the childbirth or a child before commencement of elementary school (including a child of the wife) not to work in order to take care of such child</p>	
<p>(10) Cases where Specially Appointed Teaching Staff members working on a full-time basis and taking care of a child who is younger than one year perform breast-feeding, transportation to nursery, etc.</p>	<p>Period of twice per 30 minutes per day (in the case of male Specially Appointed Teaching Staff members working on a full-time basis, period obtained by deducting a period in which a parent who is a staff other than the Specially Appointed Teaching Staff member takes the leave under this item (including similar leave) from respective 30 minutes) (one minute)</p>
<p>(11) Cases where it is deemed suitable for Specially Appointed Teaching Staff members working on a full-time basis who take care of a child for whom the first March 31 after his/her ninth birthday has not come yet (including a child of the spouse; hereinafter referred to as the “Child”) not to work due to nursing care of the Child (which means nursing care for an injured or sick Child or having the Child receive a preventive vaccination or health examination)</p>	<p>Period not exceeding 5 days (or 10 days in the case of 2 or more children) within one calendar year (one day or one hour)</p>

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<p>(12) Cases where a family member (who shall be limited to family members listed in the family member column on the right) of Specially Appointed Teaching Staff members working on a full-time basis has died, and it is deemed suitable for them not to work due to a funeral ceremony, respect for the deceased or any other event that is considered necessary as the result of the death of the family member.</p>	<p>Period not exceeding the corresponding number of continuous days for the following family members (if they go to a remote place for a funeral ceremony, the number of days required for round-trip travel shall be added) (including holidays and transferred days) (one day)</p>	
	Family member	Number of days
	Spouse (including a person for whom the notification is not submitted but who is in the same situation as marriage as the matter of fact; the same applies hereinafter)	7 days
	Parent	
	Child	
	Grandparent	3 days (or, if the Specially Appointed Teaching Staff member in question working on a full-time basis is the legitimate successor and succeed to ritual utensils, 7 days)
	Grandchild	One day
	Brother or sister	3 days
	Uncle or aunt	One day (or, if the Specially Appointed Teaching Staff member in question working on a full-time basis is the legitimate successor and succeeds to ritual utensils, 7 days)
	Spouse of parent or parent of spouse	3 days (or, if the deceased was in the same household as the Specially Appointed Teaching Staff member in question working on a full-time basis, 7 days)
Spouse of child or child of spouse	One day (or, if the deceased was in the same household as the Specially Appointed Teaching Staff member in question working on a full-time basis, 5 days)	
Spouse of grandparent or grandparent of spouse)	One day (or, if the deceased was in the same household as the	

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	Spouse of brother or sister or brother or sister of spouse	Specially Appointed Teaching Staff member in question working on a full-time basis, 3 days)
	Spouse of uncle or aunt	One day
(13) Cases where it is deemed suitable for Specially Appointed Teaching Staff members working on a full-time basis not to work due to a special memorial ceremony for a parent, spouse or child (which shall be limited to that which is held within 15 years after death)	Period not exceeding one day (one day, one hour or one minute)	
(14) Cases where it is deemed suitable for Specially Appointed Teaching Staff members working on a full-time basis not to work due to a summer event, such as the Bon Festival, or maintenance and improvement of their mental and physical health, or rich family life	Period not exceeding 3 consecutive days in principle within the period from July to September in one calendar year (or, in the case of Specially Appointed Teaching Staff members working on a full-time basis and working in a hospital, within one calendar year) excluding holidays and transferred days (one day)	

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<p>(15) Cases where it is deemed suitable for Specially Appointed Teaching Staff members working on a full-time basis not to work if any of the following is applicable due to a typhoon, earthquake, flood, fire or other disaster, or in any similar situation:</p> <p>a. If the present home of a full-time Specially Appointed Teaching Staff member is destroyed or damaged, and the Specially Appointed Teaching Staff member is engaged in recovery work or is temporarily living in a shelter.</p> <p>b. Water, food, etc. necessary for the life of a full-time Specially Appointed Teaching Staff member and persons belonging to the same household of the Specially Appointed Teaching Staff member are seriously insufficient, and there is no person other than the Staff member to secure them.</p>	<p>Period not exceeding 7 consecutive days in principle (including holidays and transferred days) (one day, one hour or one minute)</p>
<p>(16) Cases where it is deemed seriously difficult to come to the office due to a typhoon, earthquake, flood, fire or other disaster or accident affecting transportation means (hereinafter referred to as “Disaster, etc.”)</p>	<p>Period deemed necessary (one day, one hour or one minute)</p>
<p>(17) Cases where it is deemed unavoidable for Specially Appointed Teaching Staff members working on a full-time basis not to work to avoid physical risks on their way back from the office due to Disaster, etc.</p>	<p>Period deemed necessary (one hour or one minute)</p>
<p>(18) Cases where it is deemed seriously difficult to work during the menstrual period</p>	<p>Period deemed necessary (one day, one hour or one minute)</p>
<p>(19) Cases where Specially Appointed Teaching Staff members working on a full-time basis who are Pregnant Women receive health guidance provided for in Article 10 of the Maternal and Child Health Act (Act No. 141 of 1965) or a health examination provided for in Article 13 of said Act (hereinafter referred to as “Health Guidance, etc.”)</p>	<p>Period deemed necessary within the scope of one day for each time (one day, one hour or one minute): once in 4 weeks until the 23rd week of pregnancy, once in 2 weeks from the 24th to 35th weeks of pregnancy, once every week from the 36th week of pregnancy to childbirth (however, if a medical doctor or a birth attendant instructs otherwise, the number of times as instructed) and the number of times instructed by a medical doctor or a birth attendant until one year after childbirth:</p>
<p>(20) Cases where the level of congestion of the transportation means used by expecting Specially Appointed Teaching Staff members working on a full-time basis for commuting is likely to influence the maintenance of health of the mother and fetus</p>	<p>Period deemed necessary not exceeding one hour in one day at the start or end of the prescribed working hours (one hour or one minute)</p>
<p>(21) Cases where the work of expecting Specially Appointed Teaching Staff members working on a full-time basis is likely to influence the maintenance of health of the mother and fetus</p>	<p>Period deemed necessary from time to time for taking a rest or eating supplementary (one hour or one minute)</p>
<p>(22) Cases where the Staff members participate in recreational events approved by the University</p>	<p>Period not exceeding 16 hours in one calendar year (one hour or one minute)</p>
<p>(23) Cases where the Staff members receive a comprehensive health examination which is planned and executed by the Mutual Aid Association of the Ministry of Education, Culture, Sports, Science and Technology</p>	<p>Period deemed necessary not exceeding 2 days (one day, one hour or one minute)</p>

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(24) Cases where it is deemed suitable for the Staff members not to work due to nursing care or other care for a care requiring family member (which means accompanying such family member during hospital visits, agency execution of steps necessary for receiving nursing care services or other care necessary for the subject family member)	Period not exceeding 5 days (or, 10 days in the case of 2 or more care requiring family members) in one calendar year (one day or one hour)
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2 The period of special leave shall be the period listed in the period column of the table of the preceding paragraph according to the reason column of said table; provided, however, that the number of days listed in Items 13 and 23 shall be regarded as one day even if the special leave was taken in the unit of hour or minute.

(Procedures, etc. for sickness leave and special leave)

Article 56 If they intend to take sickness leave or special leave (excluding Items 6, 7, 11 and 24 of Paragraph 1 of the preceding Article), Specially Appointed Teaching Staff members working on a full-time basis shall obtain the approval of the University in advance; provided, however, that if a sickness, disaster or other unavoidable reason made it impossible for them to notify the University in advance, they may subsequently apply for approval, explaining the reason therefor promptly.

(Prohibition of disadvantageous treatment)

Article 56-2 Specially Appointed Teaching Staff members working on a full-time basis shall not receive disadvantageous treatment, including dismissal, by reason that they submitted a request pursuant to the provisions of Article 39, Paragraphs 4 and 5, Article 42, Paragraphs 4 to 6, Article 43, Paragraphs 2 and 3 or Article 55, Paragraph 1, Items 11 and 24, or that they refused an order of Overtime Working pursuant to the provisions of Article 42, Paragraphs 1 and 2 for a justifiable reason.

Section 4 Working hours, days off, leave, etc. of Specially Appointed Teaching Staff members working on a part-time basis

(Prescribed working hours and rest time)

Article 57 The prescribed working hours of Specially Employed Teaching Staff members working on a part-time basis shall be within a scope not exceeding thirty-five (35) hours per week, excluding the rest time.

2 The work-starting time (“WST”), the work-ending time (“WET”) and the rest time of Specially Appointed Teaching Staff members working on a part-time basis who work thirty-five (35) hours per week shall be as set forth in the following table in principle.

Time of WST and WET	Rest time
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WST 8:30	12:00 to 13:00
WED 16:30	

- 3 Notwithstanding the provisions of the preceding paragraph, if it is necessary for operational reasons, the University may specify the WST, WET and rest time separately within a scope so that the prescribed working hours per day do not exceed seven hours and forty-five minutes (7h45m) per day.
- 4 If it is necessary for operational reasons, the University may adjust the WST, WET and rest time.

(Holidays)

Article 58

The statutory holidays shall be the days specified below:

- (1) Saturdays and Sundays
 - (2) Holidays provided for in the Act on National Holidays
 - (3) December 29 to January 3 of the following year (excluding holidays set forth in the preceding two (2) items).
- 2 Notwithstanding the provisions of the preceding paragraph, the University may specify statutory holidays separately for operational reasons.

(Transfer of work day)

Article 59 If it is necessary for operational reasons to order them to work on days other than their work days, the University may designate a day which is an alternative to such work day in advance (hereinafter referred to as “Transferred Day” in this Section).

(Overtime Work)

Article 60 If it is necessary for operational reasons, the University may order Overtime Work; provided, however, that the total of the prescribed working hours and working hours of the Overtime Work shall not exceed seven hours forty-five minutes (7h45m) per day and thirty-eight hours and forty-five minutes (38h45m) per week.

- 2 Notwithstanding the provisions of the preceding paragraph, if requested by Specially Appointed Teaching Staff members working on a part-time basis who take care of a child younger than three years old to take care of the child, or by a Specially Appointed Teaching Staff member working on a part-time basis who nurses their family member in need of nursing care to nurse the family member, the University shall not order them to engage in Overtime Work; provided, however, that this shall not apply to cases where said request would impede normal business operations.

(Kinds of leave)

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Article 61 Specially Appointed Teaching Staff members working on a part-time basis shall be entitled to annual paid leave, special paid leave and special unpaid leave.

(Annual paid leave)

Article 62 The number of days of annual paid leave granted to newly employed Specially Appointed Teaching Staff members working on a part-time basis (who shall be limited to persons whose scheduled employment term is six (6) months or longer or who continuously work for six (6) months or longer counting from the day on which they are newly employed after their contract renewal) who fall under any of the following items shall be as listed in the granted number of days (“GND”) column in the following table (hereinafter referred to as “Base Number of Days” in this Article) for one year (April 1 to March 31 of the following year; the same applies hereinafter) according to the month of employment (“MOE”); provided however, that the number of days of annual paid leave granted to persons who continuously work for six (6) months or longer counting from the day on which they are newly employed after their contract renewal (excluding persons to whom annual paid leave is granted by the next paragraph) shall be the Base Number of Days (or ten (10) days if the Base Number of Days is less than ten (10) days), which shall be granted on the day on which their continuous work exceeding six months starts (hereinafter referred to as the “6 Months Elapsing Day”).

- (1) Persons whose prescribed number of work days per week is five (5) days or more;
- (2) Persons whose prescribed number of work days in one year is two hundred and seventeen (217) days or more;
- (3) Persons whose prescribed number of working hours per week is thirty (30) hours or longer;

MOE	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
GND	15	14	13	12	11	10	8	6	4	3	2	1

- 2 With respect to annual paid leave granted to Specially Appointed Teaching Staff members working on a part-time basis who have been continuously employed as of April 1 (hereinafter referred to as the “Base Date” in this Section) and fall under any item of the preceding paragraph (who shall be limited to persons whose employment contract period in the previous year was six (6) or longer and scheduled employment contract period in the current year is six (6) month or longer), the University shall grant twenty (20) days for one year on the Base Date in principle.
- 3 If Specially Appointed Teaching Staff members working on a part-time basis who do not fall under any item of Paragraph 1 continuously work for six (6) months or longer counting from the day on which they are newly employed, the University shall grant the

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number of days of annual paid leave as listed in the granted number of days (“GND”) column in the following table for one year according to the number of prescribed work days (“PWDs”) per week or in a year on the 6 Months Elapsing Day.

PWDs per week	4	3	2	One
PWDs in a year	169 to 216	121 to 168	73 to 120	48 to 72
GND	7	5	3	One

- 4 If persons to whom annual leave is granted already have been continuously employed as of the Base Date as Specially Appointed Teaching Staff members working on a part-time basis who do not fall under any item of Paragraph 1, the University shall grant the number of days of annual paid leave as listed in the granted number of days (“GND”) column in the following table on the Base Date according to the number of prescribed work days (“PWDs”) per week or in a year and the term of the continuous employment contract.

PWDs per week		4	3	2	1	
PWDs in a year		169 to 216	121 to 168	73 to 120	48 to 72	
GND	Term of continuous employment contract	2nd year	8	6	4	2
		3rd year	9	6	4	2
		4th year	10	8	5	2
		5th year	12	9	6	3
		6th year	13	10	6	3
		7th year and thereafter	15	11	7	3

(Unit of annual paid leave)

Article 62-2 The unit of annual paid leave shall be one day or half a day (which shall be limited to persons whose number of prescribed working hours per day is seven hours and forty-five minutes (7h45m)); provided, however, that in the case of annual paid leave granted in the number of days specified in the Labor-Management Agreement or annual paid leave granted in excess of the number of days provided for in Article 39 of the Ro-Ki-Ho, the University may specify that the unit is one hour.

(Special exception to granting of annual paid leave)

Article 63 If persons who were full-time staff members, contract staff members or part-time staff members of the University and have been continuously employed as Specially Appointed Teaching Staff members working on a part-time basis, the University shall regard the period during which they worked prior to employment as staff members as employment as Specially Appointed Teaching Staff members working on a part-time basis and apply the provision of Article 62.

(Special paid leave)

Article 64 Special paid leave shall be granted if requested by a Specially Appointed Teaching Staff member working on a part-time basis for any reason listed in the reason column of the following table and if the University deems it suitable for the member not to

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work:

Reason	Period (unit)											
(1) Cases where a Specially Appointed Teaching Staff member working on a part-time basis exercises his/her voting rights provided for in the Public Offices Election Act or rights of voting for the popular review of a judge of the Supreme Court and for the dismissal of a member of the parliament or the head of an ordinary local public entity, and it is considered unavoidable for the member not to work	Period which is considered necessary (one day, one hour or one minute)											
(2) Cases where a Specially Appointed Teaching Staff member working on a part-time basis appears him/herself before a court, the national diet, a parliament of a local public entity or other public office as a saiban-in (including alternate saiban-in), saiban-in candidate, witness, expert witness, unsworn witness, etc. (hereinafter referred to as “appear him/herself before a court, etc.”), and it is considered unavoidable for the member not to work, and the spouse, etc. of the member, who takes care of a child for whom the first March 31 after his/her ninth birthday has not come yet (including a child of the spouse) or looks after a care requiring family member, appears himself/herself before a court, and it is considered suitable for the member not to work due to childcare or nursing care	Period which is considered necessary (one day, one hour or one minute)											
(3) Cases where a family member (who shall be limited to a family member listed in the family member column on the right) of a Specially Appointed Teaching Staff member working on a part-time basis (who shall be limited to a person whose prescribed number of work days per week is 5 days or more and whose scheduled employment term is six (6) months or longer or who continuously works for six (6) months or longer counting from the day on which he/she is newly employed after contract renewal) has died, and it is deemed suitable for the staff member not to work to attend a funeral ceremony, out of respect for the deceased or to attend any other event that is considered necessary as the result of the death of the family member	Period not exceeding the corresponding number of consecutive days for the following family members (if the staff member goes to a remote place to attend the funeral ceremony, the number of days required for round-trip travel shall be added) (including holidays and transferred days) (one day) <table border="1" data-bbox="890 1267 1374 1986"> <thead> <tr> <th data-bbox="890 1267 1134 1303">Family member</th> <th data-bbox="1141 1267 1374 1303">Number of days</th> </tr> </thead> <tbody> <tr> <td data-bbox="890 1312 1134 1626">Spouse (including a person to whom notification was not provided but who is in a common law marriage with the staff member as a matter of fact; the same applies hereinafter)</td> <td data-bbox="1141 1312 1374 1626">7 days</td> </tr> <tr> <td data-bbox="890 1635 1134 1671">Parent</td> <td data-bbox="1141 1635 1374 1671"></td> </tr> <tr> <td data-bbox="890 1680 1134 1715">Child</td> <td data-bbox="1141 1680 1374 1715"></td> </tr> <tr> <td data-bbox="890 1724 1134 1986">Grandparent</td> <td data-bbox="1141 1724 1374 1986">3 days (or, if the Specially Appointed Teaching Staff member working on a part-time basis is a legitimate successor and succeeds to ritual utensils, 7 days)</td> </tr> </tbody> </table>		Family member	Number of days	Spouse (including a person to whom notification was not provided but who is in a common law marriage with the staff member as a matter of fact; the same applies hereinafter)	7 days	Parent		Child		Grandparent	3 days (or, if the Specially Appointed Teaching Staff member working on a part-time basis is a legitimate successor and succeeds to ritual utensils, 7 days)
Family member	Number of days											
Spouse (including a person to whom notification was not provided but who is in a common law marriage with the staff member as a matter of fact; the same applies hereinafter)	7 days											
Parent												
Child												
Grandparent	3 days (or, if the Specially Appointed Teaching Staff member working on a part-time basis is a legitimate successor and succeeds to ritual utensils, 7 days)											

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	Grandchild	One day
	Brother or sister	3 days
	Uncle or aunt	One day (or, if the Specially Appointed Teaching Staff member working on a part-time basis is a legitimate successor and succeeds to ritual utensils, 7 days)
	Spouse of parent or parent of spouse	3 days (or, if the deceased was in the same household as the Specially Appointed Teaching Staff member working on a part-time basis, 7 days)
	Spouse of child or child of spouse	One day (or, if the deceased was in the same household as the Specially Appointed Teaching Staff member working on a part-time basis, 5 days)
	Spouse of grandparent or grandparent of spouse)	One day (or, if the deceased was in the same household as the Specially Appointed Teaching Staff member working on a part-time basis, 3 days)
	Spouse of brother or sister or brother or sister of spouse	One day (or, if the deceased was in the same household as the Specially Appointed Teaching Staff member working on a part-time basis, 3 days)
	Spouse of uncle or aunt	One day
(4) Cases where it is deemed suitable for a Specially Appointed Teaching Staff member working on a part-time basis (who shall be limited to a person whose prescribed number of work days per week is 3 days or more and whose scheduled employment term is six (6) months or longer or who is expected to work continuously for six (6) months or longer counting from the day on which he/she is newly employed after contract renewal) not to work to attend various events in summer, including the Bon Festival, for the maintenance and improvement of his/her mental and physical health, or to ensure a rich family life	a. For a person whose prescribed number of work days per week is 5 days or more, period not exceeding 3 consecutive days in principle within the period from July to September in one year (or, in the case of a Specially Appointed Teaching Staff member working on a part-time basis and working in a hospital, within one year) (hereinafter referred to as the "Subject Period") excluding holidays and transferred days (one day)	b. For a person whose prescribed number of

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	<p>work days per week is 3 days or more but less than 5 days, the following period (one day):</p> <p>(i) If, within the Subject Period, all of the Staff member's colleagues in the division take leave at the same time, a period overlapping the days on which the Staff member is required to work within the period not exceeding 3 consecutive days, excluding holidays during the period in which the colleagues take leave</p> <p>(ii) If, within the Subject Period, all of the Staff member's colleagues in the division do not take leave at the same time, a period overlapping the days on which the Staff member is required to work during the period, excluding holidays, not exceeding 3 consecutive days, in principle, counting from the days on which the Staff member is required to work</p>
<p>(5) Cases where it is deemed suitable for Specially Appointed Teaching Staff members working on a part-time basis not to work if any of the following is applicable due to a typhoon, earthquake, flood, fire or other disaster, or in any similar situation:</p> <p>a. If the present home of a part-time Specially Appointed Teaching Staff member is destroyed or damaged, and the Specially Appointed Teaching Staff member is engaged in recovery work or is temporarily living in a shelter.</p> <p>b. Water, food, etc. necessary for the life of a part-time Specially Appointed Teaching Staff member and persons belonging to the same household of the Specially Appointed Teaching Staff member are seriously insufficient, and there is no person other than the Staff member to secure them.</p>	<p>Period not exceeding 7 consecutive days in principle (including holidays and transferred days) (one day, one hour or one minute)</p>
<p>(6) Cases where it is deemed seriously difficult to come to the office due to a Disaster, etc.</p>	<p>Period deemed necessary (one day, one hour or one minute)</p>
<p>(7) Cases where it is deemed unavoidable for Specially Appointed Teaching Staff members working on a part-time basis not to work to avoid physical risks on their way back from the office due to a Disaster, etc.</p>	<p>Period deemed necessary (one hour or one minute)</p>
<p>(8) Cases where the work of an expecting Specially Appointed Teaching Staff member working on a part-time basis is likely to influence maintenance of the health of the member and her fetus</p>	<p>Period deemed necessary from time to time for taking a rest or eating supplementarily (one hour or one minute)</p>
<p>(9) Cases where a Specially Appointed Teaching Staff member working on a part-time basis receives a National Health Insurance Association-managed Health Insurance Lifestyle Disease Preventive Health Examination</p>	<p>Period deemed necessary not exceeding 2 days (one day, one hour or one minute)</p>

2 The period of the special paid leave shall be the period listed in the period column of the table of the preceding paragraph according to the reason column of said table; provided, however, that the number of days listed in Item 9 shall be regarded as one day even if the special paid leave was taken in an hour or minute unit.

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(Special unpaid leave)

Article 65 Special unpaid leave shall be granted if requested by a Specially Appointed Teaching Staff member working on a part-time basis for any reason listed in the reason column of the following table and if the University deems it suitable for the member not to work

Reason	Period (unit)
<p>(1) Cases where a Specially Appointed Teaching Staff member working on a part-time basis applies, as a donor of bone marrow for a bone-marrow transplantation or of peripheral blood stem cells for a peripheral blood stem cell transplantation, for registration with a person who conducts registration, or where a member donates bone marrow for a bone-marrow transplantation or peripheral blood stem cells for a peripheral blood stem cell transplantation to a person other than his/her spouse, parent, child, brother or sister, and it is deemed unavoidable for the member not to work due to an examination or hospitalization which becomes necessary as the result of such application or donation</p>	<p>Period which is considered necessary (one day, one hour or one minute)</p>
<p>(2) Cases where Specially Appointed Teaching Staff members working on a part-time basis engage, voluntarily and without remuneration, in the following socially contributing activities (excluding activities which exclusively support their family members), and it is deemed suitable for them not to work:</p> <ul style="list-style-type: none"> a. Activities supporting disaster victims, including distribution of daily necessities, soup run, care at shelters, removal of debris or other necessary aid to persons whose daily life has been seriously disrupted by destruction of their house, shutting off of their water supply, electricity, or gas, etc., in a municipality (including special wards), prefecture which the municipality is in or neighboring prefecture where a disaster of the level for which relief by the Disaster Relief Act (Act No. 118 of 1947) is executed by reason of earthquake, storm, volcanic eruption, or the like; b. Activities at a care facility for persons with physical imperfections, special elderly nursing home or other facility to provide necessary care mainly to persons with physical or mental imperfections or to persons who are injured or have fallen sick; c. In addition to the activities set forth in a. and b. above, activities that provide direct support, including preparation of meals, cleaning or repair of clothes, or consolation visits, to persons who ordinarily have difficulty in coping with daily life by reason of a mental or physical imperfection, injury or sickness; 	<p>Period not exceeding 5 days in one calendar year (one day)</p>

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<p>(3) Cases where Specially Appointed Teaching Staff members working on a part-time basis will be married, and it is deemed suitable for them not to work by reason of a wedding ceremony, travel or other event which is considered necessary as the result of their marriage</p>	<p>Period not exceeding 5 days (one day) during the period from 5 days prior to the day of marriage to the day on which 3 months have elapsed since the day of marriage</p>
<p>(4) Cases where a Specially Appointed Teaching Staff member working on a part-time basis who is expecting within 6 weeks (or, in the case of multiple pregnancy, 14 weeks) requests leave counting from the scheduled date of childbirth</p>	<p>Period requested until the date of childbirth (one day, one hour or one minute)</p>
<p>(5) Cases where a Specially Appointed Teaching Staff member working on a part-time basis has delivered a baby (which means childbirth after 12 weeks of pregnancy; the same applies hereinafter)</p>	<p>Period until the day on which 8 weeks have elapsed counting from the day following the day of childbirth (excluding the period in which the Specially Appointed Teaching Staff member working on a part-time basis for whom 6 weeks have elapsed since childbirth applies to work and engage in work which a medical doctor has approved) (one day or one hour)</p>
<p>(6) Cases where it is deemed suitable for a Specially Appointed Teaching Staff member working on a part-time basis not to work as the result of childbirth by his wife (including a woman to whom notification was not provided but is in a common law marriage with the member as a matter of fact; the same applies in the next item)</p>	<p>Period not exceeding 2 days within the period from the day on which the wife of the Specially Appointed Teaching Staff member working on a part-time basis is hospitalized for childbirth until the day on which the wife or the child leaves the hospital after the day of childbirth (one day or one hour)</p>
<p>(7) Cases where the wife of a Specially Appointed Teaching Staff member working on a part-time basis delivers a baby and she is in the period 6 weeks (or, in the case of multiple pregnancy, 14 weeks) prior to the scheduled date of childbirth to the day on which 8 weeks have elapsed after the day of childbirth, and it is deemed suitable for the member, who takes care of a child relating to the childbirth or a child before commencement of elementary school (including a child of the wife), not to work in order to take care of such child</p>	<p>Period not exceeding 5 days within the period in question (one day or one hour)</p>
<p>(8) Cases where a Specially Appointed Teaching Staff member working on a part-time basis taking care of a child who is younger than one year performs breast-feeding, provides transportation to a nursery, etc. which is considered necessary for taking care of the child.</p>	<p>Period of 30 minutes twice per day (in the case of a male Specially Appointed Teaching Staff member working on a part-time basis, period obtained by deducting the period in which a parent who is a staff member other than a Specially Appointed Teaching Staff member takes leave under this item (including similar leave) from each 30-minute period (one minute)</p>
<p>(9) Cases where it is deemed suitable for a Specially Appointed Teaching Staff member working on a part-time basis who takes care of a child for whom the first March 31 after his/her ninth birthday has not come yet (including a child of their spouse; hereinafter referred to as the "Child") not to work due to nursing care of the Child (which means nursing care for an injured or sick Child or having the Child receive a preventive vaccination or health examination)</p>	<p>Period not exceeding 5 days (or 10 days in the case of 2 or more children) within one year (one day or one hour)</p>
<p>(10) Cases where it is deemed suitable for Specially</p>	<p>Period not exceeding one day (one day, one hour or</p>

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Appointed Teaching Staff members working on a part-time basis not to work due to a special memorial ceremony for a parent, spouse or child (which shall be limited to that which is held within 15 years after death)	one minute)																		
(11) Cases where it is deemed seriously difficult to work during a menstrual period	Period deemed necessary (one day, one hour or one minute)																		
(12) Cases where Specially Appointed Teaching Staff members working on a part-time basis who are Pregnant Women receive health guidance, etc.	Period deemed necessary within the scope of one day for each time (one day, one hour or one minute): once in 4 weeks until the 23rd week of pregnancy, once in 2 weeks from the 24th to 35th weeks of pregnancy, once every week from the 36th week of pregnancy to childbirth (however, if a medical doctor or a birth attendant instructs otherwise, the number of times as instructed) and the number of times instructed by a medical doctor or a birth attendant until one year after childbirth																		
(13) Cases where the level of congestion of the transportation means used by an expecting Specially Appointed Teaching Staff member working on a part-time basis for commutation is likely to influence maintenance of the health of the member and her fetus	Period deemed necessary not exceeding one hour in one day at the start or end of the prescribed working hours (one hour or one minute)																		
(14) Cases where a Specially Appointed Teaching Staff member working on a part-time basis needs to receive medical care to cure a work- or commutation-related injury or sickness, and it is deemed unavoidable for him/her not to work	Period deemed necessary (one day, one hour or one minute)																		
(15) Cases where Specially Appointed Teaching Staff members working on a part-time basis (who shall be limited to persons whose scheduled employment term is six (6) months or longer or who continuously work for six (6) months or longer counting from the day on which they are newly employed after contract renewal) need to receive medical care for injury or sickness, and it is deemed unavoidable for them not to work (excluding cases listed in the preceding item)	Period not exceeding the granted number of days (“GND”) listed in the following table according to the number of prescribed work days (“PWDs”) per week or in a year (one day, one hour or one minute)																		
	<table border="1"> <thead> <tr> <th>PWDs per week</th> <th>PWDs in a year</th> <th>GND</th> </tr> </thead> <tbody> <tr> <td>5</td> <td>217 or more</td> <td>60</td> </tr> <tr> <td>4</td> <td>169 to 216</td> <td>48</td> </tr> <tr> <td>3</td> <td>121 to 168</td> <td>36</td> </tr> <tr> <td>2</td> <td>73 to 120</td> <td>24</td> </tr> <tr> <td>1</td> <td>48 to 72</td> <td>12</td> </tr> </tbody> </table>	PWDs per week	PWDs in a year	GND	5	217 or more	60	4	169 to 216	48	3	121 to 168	36	2	73 to 120	24	1	48 to 72	12
PWDs per week	PWDs in a year	GND																	
5	217 or more	60																	
4	169 to 216	48																	
3	121 to 168	36																	
2	73 to 120	24																	
1	48 to 72	12																	
(16) Cases where the Staff members participate in recreation events approved by the University	Period not exceeding 16 hours in one year (one hour or one minute)																		
(17) Cases where it is deemed suitable for a Staff member not to work due to nursing care or other care for a care requiring family member (which means accompanying such family member during hospital visits, agency execution of steps necessary for receiving nursing care services or other care necessary for the subject family member)	Period not exceeding 5 days (or, 10 days in the case of 2 or more care requiring family members) in one year (one day or one hour)																		

2 The period of special unpaid leave shall be the period listed in the period column of the

table of the preceding paragraph according to the reason column of said table ; provided, however, that the number of days prescribed in items (15) shall be treated as one day of leave even if the leave has been taken in units of one hour or one minute.

(Procedures, etc. for special paid leave and special unpaid leave)

Article 66 If Specially Appointed Teaching Staff members working on a part-time basis intend to take special paid leave or special unpaid leave (excluding those under Items 4, 5, 9 and 17 of Paragraph 1 of the preceding Article), they shall obtain the approval of the University in advance; provided, however, that if a sickness, a disaster or other unavoidable reason made it impossible for them to notify the University in advance, they may subsequently apply for approval, explaining the reason therefor promptly.

(Prohibition of disadvantageous treatment)

Article 66-2 A Specially Appointed Teaching Staff member working on a part-time basis shall not receive disadvantageous treatment, including dismissal by reason that he/she submitted a request pursuant to the provisions of Article 60, Paragraph 2 and Article 65, Paragraph 1, Items 9 and 17.

(Mutatis mutandis application of provisions for annual paid leave)

Article 66-3 The provisions of Article 63 shall apply mutatis mutandis to the handling of the employment period for the special paid leave set forth in Items 3 and 4 of the table of Article 64, Paragraph 1 and for the special unpaid leave set forth in Item 15 of the table of Article 65, Paragraph 1.

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members working on a full-time basis)

Article 67 The provisions of Articles 41, 43 to 46, 50 and 51 shall apply mutatis mutandis to the handling of work in places other than the ordinary place of work, Midnight Work, Overtime Work at Time of a Disaster, etc., coming to/leaving from the office, tardiness, early leaving, absences, going out for private reasons, carry-over of annual paid leave, and a request for annual paid leave for Specially Appointed Teaching Staff members working on a part-time basis.

Chapter 3 Contributing Teaching Staff

Section 1 Employment and dismissal

(Pattern of work)

Hiroshima University Regulations for Appointment, Removal, Salaries, Working Hours, Time-off and Leave of Contracted Teaching and Research-Related Employees

Article 68 The pattern of work of Contributing Teaching Staff members shall be full-time work or part-time work.

(Titles)

Article 69 The titles of Contributing Teaching Staff members shall be as listed in the following table.

a. Teaching Staff members in charge of endowed chair

Title	Subject persons
Contributing Professor	Persons who engage in duties requiring the qualifications of a professor
Contributing Associate Professor	Persons who engage in duties requiring the qualifications of an associate professor
Contributing Lecturer	Persons who engage in duties requiring the qualifications of a lecturer
Contributing Assistant Professor	Persons who engage in duties requiring the qualifications of an assistant professor

b. Teaching Staff members in charge of endowed research division

Title	Subject persons
Professor, Endowed research division	Persons who engage in duties requiring the qualifications of a professor
Associate Professor, Endowed research division	Persons who engage in duties requiring the qualifications of an associate professor
Lecturer, Endowed research division	Persons who engage in duties requiring the qualifications of a lecturer
Assistant Professor, Endowed research division	Persons who engage in duties requiring the qualifications of an assistant professor

(Selection)

Article 70 Contributing Teaching Staff members shall be selected in accordance with the provisions of Article 9, Paragraph 4 of the Rules on Endowed Chairs, etc.

(Term of employment contract)

Article 71 The employment contract of a Contributing Teaching Staff member shall be concluded with a fixed term, and the last day of the term shall not, in principle, be beyond the last day of the business year in which the date of the employment contract falls; provided, however, that if the University deems it necessary for the operation of an endowed chair, an employment contract may be concluded within the scope of the period provided for in Article 14 of the Rou-Ki-Hou and the scheduled term of the endowed chair.

2 The term of an employment contract in cases where the employment contract is renewed by applying mutatis mutandis the provisions of Article 8 shall not exceed five (5) years in total counting from the date of the employment contract which the University commences on or after April 1, 2013 (or, if there is a vacant term provided for in Article 18, Paragraph 2

of the Rou-Kei-Hou, the date of the employment contract which the University commences on or after such vacant term).

- 3 Notwithstanding the provisions of the preceding paragraph, the term of an employment contract with a person whom the University determines that the provisions of Article 15-2 of the Research and Development Capacity Enhancement Act applies to him/her shall not exceed ten (10) years in total.
- 4 The provisions of the preceding two (2) paragraphs shall not apply if the University so deems.
- 5 If the University receives an application by separately specified procedures from a Contributing Teaching Staff member whose employment contract is renewed by applying mutatis mutandis the provisions of Article 8 to convert his/her employment contract to one without a fixed term pursuant to the provisions of Article 18 of the Rou-Kei-Hou, the present employment contract shall be converted to an employment contract without a fixed term on or after the day following the last day of the presently concluded employment contract; provided, however, that the employment contract in this case shall expire on the first March 31 following the day on which the Contributing Teaching Staff members becomes seventy (70) years of age.

(Working conditions under an employment contract without a fixed term)

Article 71-2 When the employment contract of a Contributing Teaching Staff member is changed to an employment contract without a fixed term pursuant to the main text of paragraph 5 of Article 71, the initial working conditions for that staff member under such employment contract without a fixed term shall be the same as those stipulated under the immediate previous employment contract, in principle. However, as in the case of the working conditions under an employment contract with a fixed term, the working conditions of a Contributing Teaching Staff member under an employment contract without a fixed term shall be modified for each of the subsequent years. Such working conditions shall be determined based on the progress of the operation, the relevance of the staff member's expertise to the operation, the budget of the staff member's workplace, and other factors.

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members)

Article 72 The provisions of Articles 7, 8 and 10 to 20 shall apply mutatis mutandis to the handling of documents to be submitted for employment, contract renewal, advance notice of expiration of employment contract, the probation period, extension of the probation period, dismissal during the probation period, a change of position, non-application of suspension

from work, retirement, and dismissal, delivery of a Written Notice of Personnel Transfer, and cases where the delivery of a Written Notice is not necessary for Contributing Teaching Staff members

Section 2 Salary

(Regular salary of Contributing Teaching Staff members to whom monthly pay system or hourly pay system applies)

Article 73 The regular salary of a Contributing Teaching Staff member (excluding a person whose basic salary is paid yearly; the same applies hereinafter in this Article) shall be in the amount of the salary grade set forth in the table of Article 27, Paragraph 1 according to his/her title and age on the last day of the business year during the term of the employment contract (hereinafter referred to in this Article as the “Year-end Age”).

2 Notwithstanding the provisions of the preceding paragraph, if a Contributing Teaching Staff member who executes an employment contract covering two (2) business years or longer reaches a Year-end Age eligible for a salary grade which is higher than the salary grade decided at the time of the execution of the employment contract, the Contributing Professors, etc. may receive the amount of such higher salary grade.

3 Notwithstanding the provisions of the preceding two (2) paragraphs, if the University judges, when it decides the regular salary of a Contributing Teaching Staff member there are specific circumstances, the University may decide the regular salary of the Contributing Teaching Staff members at the amount of the salary grade within the scope of two (2) grades higher or lower than the salary grade he/she is eligible for pursuant to the provisions of the preceding two (2) paragraphs.

4 Notwithstanding the provisions of the preceding three (3) paragraphs, if the University employs a Contributing Teaching Staff member for whom the University considers it necessary to take specific measures, the University may decide the regular salary of the member separately.

(Regular salary of Contributing Professors, etc. to whom yearly pay system applies)

Article 73-2 The regular salary of a Contributing Teaching Staff member (who shall be limited to a person whose basic salary is paid yearly; the same applies hereinafter in this Article) shall be in the amount of the salary grade set forth in the table of Article 27-2, Paragraph 1 according to, in the first year of the contract, his/her research career, achievements and the like, and, in the year following the first year of the contract and thereafter, to the results of the previous year; provided, however, that the amount of the regular salary in cases where the term of the employment contract in question is shorter

than one year shall be decided according to the term of the employment contract using the amount of the salary grade listed in the table of Article 27-2, Paragraph 1 as the standard.

2 If, when it decides the regular salary in the year following the first year of the contract, the University intends to decrease the salary grade from that the person is presently at, the University shall make such decrease within a scope up to two (2) salary grades lower than that the person is presently at.

3 Notwithstanding the provisions of the preceding two (2) paragraphs, if the University employs a Contributing Teaching Staff member for whom the University considers it necessary to take specific measures, the University may decide the regular salary of the member separately.

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members)

Article 74 The provisions of Articles 21 to 26, 28 and 29, 30 to 34 shall apply mutatis mutandis to the handling of classification, kind, calculation period and pay day of salary, salary during the period when a layoff is ordered, payment of salary, computation of the amount of salary for one hour of work, settlement of fractions, prorated daily calculation, reduction of salary, 50% reduction of regular salary, overtime work allowances, holiday work allowances, special work allowances, night/day duty allowances, and special allowances for Contributing Teaching Staff members

Section 3 Working hours, holidays, leave, etc.

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members)

Article 75 The provisions of Articles 35 to 67 shall apply mutatis mutandis to the handling of working hours, holidays, leave, etc. for Contributing Teaching Staff members

Chapter 4 Hospital Assistant Professors

Section 1 Employment and dismissal

(Pattern of work)

Article 76 The pattern of work of Hospital Assistant Professors shall be full-time work.

(Title)

Article 77 The title of Hospital Assistant Professors shall be Assistant Professor.

(Selection)

Article 78 The selection for employment of Hospital Assistant Professors shall be executed by the University in accordance with the Rules on Teaching Staff Member Selection Standards and Hiroshima University Basic Policy on Teacher Selection (which was approved by the President on April 1, 2004) and based on the approval of the Hospital Administration Meeting.

(Renewal)

Article 79 (Renewal) With respect to a Hospital Assistant Professor whom the University deems specifically necessary for its operations and whose achievements and mental/physical condition in the immediately preceding employment contract term are good, his/her employment contract may be renewed.

2 The last day of the term of an employment contract to be renewed pursuant to the provisions of the preceding paragraph shall not be beyond the first March 31 following the day on which the Hospital Assistant Professor becomes sixty-five (65) years of age.

(Term of employment contract)

Article 80 The employment contract for a Hospital Assistant Professor shall be concluded with a fixed term, and the term shall be within the scope of the period provided for in Article 14 of the Rou-Ki-Hou.

2 If the University receives an application by separately specified procedures from a Hospital Assistant Professor whose employment contract is renewed pursuant to the provisions of the preceding Article to convert his/her employment contract to one without a fixed term pursuant to the provisions of Article 18 of the Rou-Kei-Hou, the present employment contract shall be converted to an employment contract without a fixed term on or after the day following the last day of the presently concluded employment contract; provided, however, that the employment contract in this case shall expire on the first March 31 following the day on which the Hospital Assistant Professor becomes sixty-five (65) years of age.

(Working conditions under an employment contract without a fixed term)

Article 80-2 When the employment contract of a Hospital Assistant Professor is changed to an employment contract without a fixed term pursuant to the main text of paragraph 2 of Article 80, the initial working conditions for that Hospital Assistant Professor under such employment contract without a fixed term shall be the same as those stipulated under the immediate previous employment contract, in principle. However, as in the case of the working conditions under an employment contract with a fixed term, the working

conditions of a Hospital Assistant Professor under an employment contract without a fixed term shall be modified for each of the subsequent years. Such working conditions shall be determined based on the progress of the operation, the relevance of the Hospital Assistant Professor's expertise to the operation, the budget of the Hospital Assistant Professor's workplace, and other factors.

(Change of position)

Article 81 The position of a Hospital Assistant Professor shall not be changed against his/her will unless such change is based on the results of an examination by the Education and Research Council (hereinafter referred to as the "Council") which is executed based on a proposal of the President or the president of the hospital.

2 Prior to the execution of the examination under the preceding paragraph, the Council shall take the following procedures:

- (1) The Council shall deliver an explanatory statement setting forth the reason for the examination to the examinee;
- (2) The Council shall provide the examinee with opportunities for submitting an oral or written statement if requested by him/her within fourteen (14) days after his/her receipt of the explanatory statement under the preceding item;
- (3) The Council shall request the attendance of unsworn witnesses or hear their opinions if it deems it necessary.

3 In addition to what is set forth in the preceding paragraph, matters necessary for the examination under Paragraph 1 shall be designated by the Council.

(Period of suspension from work)

Article 82 A period of suspension from work due to sickness shall not exceed three (3) consecutive years in principle so long as the condition falling under the same reason for the suspension from work continues even if the kind of causal sickness or the content of the service in which the person engages is different; provided, however, that if it is necessary to extend the period of suspension from work beyond three years, the University shall decide on the individual case based on deliberation of the Hospital Administration Meeting.

2 If it deems it specifically necessary, the University may extend the period of the suspension from work due to research or due to collaborative research to three years.

(Suspension from work due to sickness)

Article 83 If it intends to have a Hospital Assistant Professor suspended from work due to sickness, to extend the period of suspension from work due to sickness or to reinstate him/her prior to the expiration of the period of suspension from work due to sickness, the

University shall do so based on the diagnosis of a medical doctor in principle. In this case, if it deems it necessary, the University may request the diagnosis and opinion of an industrial physician or a medical doctor designated by the University.

- 2 The commencement date of the period of suspension from work due to sickness under the preceding paragraph shall be the day following the day on which the period of suspension from work due to sickness set forth in Article 109 (which shall be limited to suspension from work due to private injury or sickness; hereinafter referred to as “Private Injury/Sickness Leave” in the next paragraph) expires or, in cases where the person still needs medical care for a long time after reinstatement, the day which the University decides, taking various circumstances into account.
- 3 Notwithstanding the provisions of the preceding paragraph, with respect to the commencement date of the period of suspension from work due to sickness for which the University deems it necessary to have the Hospital Assistant Professor, who obtained Private Injury/Sickness Leave in the probation period and then was employed formally after said period and did not work continuously thereafter, suspended from work due to sickness, the University may decide such date, taking various circumstances, including maintenance of operational efficiency, into account as to the day on which the period of Private Injury/Sickness Leave exceeds ninety (90) consecutive days in principle (or, if the day on which the period exceeds ninety days is in the probation period, some time after the probation period).

(Suspension from work due to research)

Article 84 Suspension from work due to research shall not be approved if the purpose is merely to acquire knowledge or qualifications.

(Suspension from work due to collaborative research)

Article 85 Suspension from work due to collaborative research shall include services relating to research on scientific technologies which are collaboratively tackled with the national government or a specified independent administrative corporation.

(Suspension from work due to concurrent assumption of office as an officer at a research achievement utilizing company)

Article 86 In the case of suspension from work due to concurrent assumption of office as an officer at a research achievement utilizing company, a Hospital Assistant Professor shall obtain permission for concurrent assumption of office if he/she assumes the office as an officer of a research achievement utilizing company in advance.

(Dismissal)

Article 87 The dismissal of a Hospital Assistant Professor due to his/her seriously inferior work achievement shall be based on the results of a work evaluation or other obvious facts enabling his/her superior to determine that his/her work achievement is seriously inferior.

2 The dismissal of a Hospital Assistant Professor due to the fact that he/she has a mental or physical disorder which causes serious difficulty in the performance of work or which prevents him/her from engaging in work shall be limited to cases where he/she is diagnosed by two (2) medical doctors designated by the University to have a sickness requiring long-term medical care or rest, or a mental or physical disorder which is difficult to be cured by medical care or rest, and where it is obvious that such sickness or disorder causes difficulty or makes it impossible for the Hospital Assistant Professor to engage in the performance of work.

Article 88 A Hospital Assistant Professor shall not be dismissed (excluding disciplinary dismissal) against his/her will (except for dismissal during the probation period) unless such dismissal is based on the results of an examination by the Council and is executed based on a proposal of the President or the president of the hospital.

(Delivery of Written Notice)

Article 89 If any of the following items is applicable, the University shall deliver a Written Notice to a Hospital Assistant Professor:

- (1) When the University employs a Hospital Assistant Professor, changes his/her position or renews his/her employment;
- (2) When the job title of a Hospital Assistant Professor is changed, added to or abolished;
- (3) When the University reinstates a Hospital Assistant Professor, or when a Hospital Assistant Professor is reinstated as the result of the expiration of a period of leave;
- (4) When the University reinstates a Hospital Assistant Professor from a layoff;
- (5) When a Hospital Assistant Professor retires (excluding cases of dismissal)

Article 90 If any of the following items is applicable, the University shall be required to deliver a Written Notice to a Hospital Assistant Professor:

- (1) If the University has a Hospital Assistant Professor suspended from work or extends the period of a suspension;
- (2) If the University dismisses a Hospital Assistant Professor;
- (3) If the University orders the layoff of a Hospital Assistant Professor.

(Cases where the delivery of a Written Notice is not necessary)

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Article 91 Notwithstanding the provisions of the preceding two (2) Articles, if any of the following items is applicable, the delivery of a Written Notice may be replaced with the delivery of a document serving as a replacement for a Written Notice or with any other suitable method:

- (1) In cases of a change in position of a staff member as the result of the establishment, change, abolishment or the like of a division;
- (2) In cases where Article 89, Items 2 and 5 are applicable and the University deems it appropriate that a Written Notice not be delivered;
- (3) In cases where any item set forth in the preceding Article is applicable but an urgency makes it impossible for the University to deliver a Written Notice.

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members)

Article 92 The provisions of Articles 7, 10 to 13 and 16 shall apply mutatis mutandis to the handling of documents to be submitted for employment, advance notice of expiration of employment contract, the probation period, extension of the probation period, dismissal during the probation period and retirement for Hospital Assistant Professors.

Section 2 Salary

(Classification, kind, calculation period, and pay day of salary)

Article 93 The classification, kind, calculation period and pay day of salary for a Hospital Assistant Professor shall be as set forth in the following table:

Salary		Calculation period of salary	Pay day of salary
Classification	Kind		
Base salary	Regular salary	From the first day to the last day of a month	Seventeenth (17th) day of the current month (provided, however, that if the seventeenth (17th) day falls under a holiday set forth in Article 37, Paragraph 1, Item 1 or Item 2 (hereinafter referred to in this paragraph as "Holiday"), the day which is immediately following the seventeenth (17th) day and is not a Holiday)
Allowances	Additional service allowances (excluding those set forth in Article 29-2, Paragraph 3) Dependent allowance Housing allowance Commutation allowance		
	Special work allowance Overtime work allowance Holiday work allowance Night/day duty allowance	From the first day to the last day of a month	Fixed salary pay day of the following month

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	Additional service allowances (which shall be limited to those set forth in Article 29-2, Paragraph 3)	From the first day to the last day of a year	Fixed salary pay day of April of the following year
Achievement allowances	Year-end allowance	Period within 6 months prior to the start date of reckoning set forth in Article 105	June 30 and December 10 (or 2 days before if either day is a Sunday and one day before if either day is a Saturday)
	Special allowance	From the first day to the last day of a year	Fixed salary pay day of March of the current year

- 2 The base salary for a Hospital Assistant Professor shall be his/her monthly salary. The monthly amount to be paid for the month shall be paid in full on the salary pay day set forth in the table of the preceding paragraph.
- 3 Notwithstanding the provisions of the preceding paragraph, if the University pays any retroactive additional amount as the result of salary revision, the University may pay such amount prior to the salary pay day which is specified in the table of Paragraph 1 and immediately subsequent to the revision in question.
- 4 Notwithstanding the provisions of Paragraph 2, if a Hospital Assistant Professor requests the payment of his/her regular salary to cover emergency expenses, including for a disaster suffered by a Hospital Assistant Professor or a person who is supported by his/her income, as provided for in Article 25 of the Rou-Ki-Hou, the University shall pay wages for already provided labor even prior to the salary pay day specified in the table of Paragraph 1.
- 5 In addition to what is set forth in Paragraph 1 to the preceding paragraph, necessary matters in connection with the classification, kind, calculation period, pay day, or the like of salary shall be specified separately.

(Salary during ordered layoff period)

Article 94 The University may pay an amount less than one hundred percent (100%) of a Hospital Assistant Professor's base salary, dependent allowance and housing allowance (hereinafter referred to as "Base Salary, etc.") and year-end allowance to whom a layoff is ordered during the period of the layoff; provided, however, that if a layoff is ordered as the result of being sentenced to a punishment severer than imprisonment, the University shall pay an amount less than sixty percent (60%) of the Base Salary, etc.

(Computation of amount of salary for one hour of work)

Article 95 The amount of salary for one hour of work by a Hospital Assistant Professor shall be the amount obtained by dividing the monthly amount of regular salary by the average prescribed working hours per month.

- 2 Notwithstanding the provisions of the preceding paragraph, the amount of salary for one

hour of work in cases where work eligible for an overtime work allowance and holiday work allowance falls under services for which special work allowances (excluding the University teaching staff members midnight emergency service allowance, additional practice allowance and doctor helicopter boarding allowance) are paid shall be the amount obtained by adding the amount of salary for one hour of work pertaining to the service in question (or, in the case of salary which is paid daily, the amount obtained by dividing the salary by seven point seven five (7.75)) to the amount pursuant to the preceding paragraph.

(Prorated daily calculation)

Article 96 The University shall pay the regular salary for the month in question to a Hospital Assistant Professor, based on a prorated daily calculation, who, during the month, is employed or retires, or whose regular salary is cut by fifty percent (50%) or for whom a 50% salary cut is lifted.

2 The University shall pay the Base Salary, etc. for the month in question to a Hospital Assistant Professor, based on a prorated daily calculation, who, during the month, is suspended from work due to disciplinary punishment, reinstated from suspension from work due to disciplinary punishment, forced to stop working, reinstated from being forced to stop working, prohibited to come to office, reinstated from being prohibited to come to office, suspended from work, reinstated, laid off by order, reinstated from layoff, granted childcare leave, or reinstated from childcare leave (hereinafter referred to as “Person Experiencing a Mid-month Change”).

3 The University shall pay a commutation allowance for the month in question to a Hospital Assistant Professor who falls under a Person Experiencing a Mid-month Change for the month in question based on a prorated daily calculation only in cases where there are specific provisions concerning the use of the cost for the employment of the Hospital Assistant Professor in question.

4 The prorated daily calculation under the preceding three (3) paragraphs shall be conducted on the basis of the number of days obtained by deducting the number of holidays during the salary calculation period (including days which are designated as alternative holidays) from the total number of days in the salary calculation period.

5 Notwithstanding the provisions of Paragraphs 1 to 3, if a Hospital Assistant Professor dies during the month in question, the University shall pay the salary which the Hospital Assistant Professor would have received if he/she had died on the last day of the month.

(Regular salary)

Article 97 The regular salary for a Hospital Assistant Professor shall be the amount in the salary grade in the following table according to the number of years of experience as of the

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last day of the year previous to the business year in question during the term of the employment contract of the Hospital Assistant Professor after the graduation or completion of medical study or dental study at a university or in a master's course with a period required for graduation of six (6) years (or, if the person graduated from a university with a period required for graduation of four (4) years, the number of years of experience obtained by deducting three (3) years from the number of years of experience after graduation from the university; years of experience shorter than one year shall be cut off; hereinafter referred to as "Years of Experience at Previous Year-end" in this Article):

Salary grade	Years of Experience at Previous Year-end ("YEPY")	Monthly amount of regular salary	
		Holder of medical license or dental qualification	Persons other than those in the column to the immediate left
1	YEPY<5	365,000yen	315,000yen
2	5≤YEPY<10	429,000 yen	379,000yen
3	10≤YEPY<15	450,000 yen	403,000 yen
4	15≤YEPY<20	465,000 yen	427,000 yen
5	20≤YEPY<25	473,000 yen	443,000 yen
6	25≤YEPY	479,000 yen	454,000 yen

- 2 Notwithstanding the provisions of the preceding paragraph, if a Hospital Assistant Professor who executes an employment contract covering two (2) business years or longer reaches Years of Experience at Previous Year-end eligible for a salary grade higher than the salary grade which is decided at the time of the execution of the employment contract, the Hospital Assistant Professor may receive the amount of such higher salary grade.

(Salary for person on suspension from work)

Article 98 If the University suspends a Hospital Assistant Professor from work due to sickness by reason of a work- or commutation-related accident, the University may pay one hundred percent (100%) or less of his/her salary during the period of the suspension from work; provided, however, that if the Hospital Assistant Professor receives temporary absence from work compensation benefits, temporary absence from work benefits, a temporary absence from work special payment, or an injury and disease compensation pension as provided for in the Industrial Accident Compensation Insurance Act (Act No. 50 of 1947), the University shall not pay his/her salary, except for an achievement allowance.

- 2 If the University suspends a Hospital Assistant Professor from work due to sickness by reason of Private Injury/Sickness, the University may pay eighty percent (80%) or less of the Base Salary, etc. and the year-end allowance until the period of suspension from work reaches one year (or two (2) years in the case of a tuberculous sickness).
- 3 If the University suspends a Hospital Assistant Professor from work due to criminal activity, the University may pay sixty percent (60%) or less of the Base Salary, etc. during

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the period of suspension from work.

- 4 If the University suspends a Hospital Assistant Professor from work due to unknown whereabouts, the University may pay seventy percent (70%) or less of the Base Salary, etc. and the year-end allowance during the period of suspension from work; provided, however, that if the reason for the suspension from work is considered to be an industrial accident, the University may pay one hundred percent (100%) or less.
- 5 If the University suspends a Hospital Assistant Professor from work due to research or collaborative research, the University may pay seventy percent (70%) or less of the Base Salary, etc. and the year-end allowance during the period of suspension from work.
- 6 If the University suspends a Hospital Assistant Professor from work due to concurrent assumption of office as an officer at a research achievement utilizing company, the University shall not pay the salary during the period of suspension from work.
- 7 In addition to what is set forth in Paragraph 1 to the preceding paragraph, matters necessary for the salary of a person on suspension from work shall be specified separately.

(Salary for person on suspension from work due to secondment to international organization, etc.)

Article 99 If the University suspends a Hospital Assistant Professor from work due to secondment, the University may pay seventy percent (70%) or less of the Base Salary, etc. and the year-end allowance during the period of suspension from work; provided, however, that if the University determines that the remuneration paid for the services by the Hospital Assistant Professor from the secondment is inadequate, the University may pay one hundred percent (100%) or less of the Base Salary, etc. and the year-end allowance during the period of suspension from work.

- 2 In addition to what is set forth in the preceding paragraph, matters necessary for the salary of a person on suspension from work due to secondment to an international organization, etc. shall be specified separately.

Article 100 –Repealed–

(Dependent allowance)

Article 101 The University shall pay a dependent allowance to a Hospital Assistant Professor with a dependent family member who has no other means of making living and is mainly supported by the Hospital Assistant Professor.

- 2 The monthly amount of the dependent allowance shall be the amount listed in the amount column of the following table corresponding to the classification of the subject person specified in said table:

Subject person	Amount of allowance
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Child for whom his/her first March 31 after his/her 22nd birthday has not come yet	10,000yen
Spouse (including a person for whom notification has not been submitted but who is in a common law marriage as a matter of fact)	6,500 yen
Grandchild for whom his/her first March 31 after his/her 22nd birthday has not come yet	
Parent or grandparent who is sixty (60) years old or older	
Brother or sister for whom his/her first March 31 after his/her 22nd birthday has not come yet	
Person with a serious mental or physical imperfection	

- 3 Notwithstanding the provisions of the preceding paragraph, the monthly amount of a dependent allowance in cases where a Hospital Assistant Professor has a child who is a dependent family member and is in between his/her first April 1 after his/her 15th birthday and his/her first March 31 after his/her 22nd birthday (hereinafter referred to as the “Specified Period”) shall be the amount obtained by adding the amount obtained by multiplying 5,000 yen by the number of children in the Specified Period to the amount set forth in the preceding paragraph.
- 4 A dependent allowance shall be paid (i) if a person who is newly employed as a Hospital Assistant Professor has a dependent family member, in and after the month following the month in which the day of employment as a Hospital Assistant Professor falls, or (ii) if a Hospital Assistant Professor who has no dependent family members acquires a dependent family member, in or after the month following the month in which the day of occurrence of the fact falls (if this day is the first day of a month, in or after the month in which the day falls); provided, however, that if notification by written declaration of a dependent family member is submitted after fifteen (15) days counting from the day of occurrence of the relevant fact, the dependent allowance shall be paid in and after the month following the month in which the day of acceptance of the notification falls (if this day is the first day of a month, in and after the month in which the day falls).
- 5 If a Hospital Assistant Professor retires or dies or is dismissed, or if all of the dependent family members lose their qualification, the dependent allowance shall be paid until the month in which the day of occurrence of the relevant fact falls (if this day is the first day of a month, until the month previous to the month in which the day of occurrence of the relevant fact falls).
- 6 In addition to what is set forth in Paragraph 1 to the preceding paragraph, matters necessary for the payment of dependent allowances shall be specified separately.

(Housing allowance)

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Article 102 A housing allowance shall be paid to alleviate the burden of rent for the lease of a property.

2 The monthly amount of the housing allowance shall be the amount listed in the amount of allowance column of the following table corresponding to the classification of Hospital Assistant Professors specified in said table:

Eligible Hospital Assistant Professors	Amount of allowance	
A Hospital Assistant Professor who leases a property (including rooms for rent; the same applies in Paragraph 3) for their own living and pay rent of 12,000 yen or higher per month (including the use charge; the same applies hereinafter) (excluding a Hospital Assistant Professor to whom a place to live is provided by the University, a corporation, etc. or an organization of the national government)	Amount equal to the amount listed in the right column corresponding to the classification of Hospital Assistant Professors specified below (any fraction of an amount less than 100 yen shall be cut off)	
	a. Hospital Assistant Professors who pay rent of 23,000 yen or less per month	Amount obtained by deducting 12,000 yen from the monthly rent
	b. Hospital Assistant Professors who pay rent exceeding 23,000 yen per month	Amount obtained by adding 11,000 yen to one half of the amount obtained by deducting 23,000 yen from the monthly rent (or 16,000 yen if the one-half amount after the deduction exceeds 16,000 yen)

3 If a Hospital Assistant Professor becomes eligible for the eligibility listed in the table of the preceding paragraph, the housing allowance shall be paid in and after the month following the month in which the day of occurrence of the relevant fact falls (if this day is the first day of a month, in and after the month in which the day falls); provided, however, that if notification by written declaration of residence is submitted after fifteen (15) days counting from the day of occurrence of the relevant fact, the housing allowance shall be paid in and after the month following the month in which the day of acceptance of the notification falls (if this day is the first day of a month, in and after the month in which the day falls).

4 If a Hospital Assistant Professor retires or dies or is dismissed, or if he/she becomes no longer eligible for the eligibility listed in the table of Paragraph 2, the housing allowance shall be paid until the month in which the day of occurrence of the relevant fact falls (if this day is the first day of a month, until the month previous to the month in which the day of occurrence of the relevant fact falls).

5 In addition to what is set forth in Paragraph 1 to the preceding paragraph, matters necessary for the payment of housing allowances shall be specified separately.

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(Commutation allowance)

Article 103 A commutation allowance shall be paid to aid the cost required for commutation to a Hospital Assistant Professor whose commutation distance, if on foot, (which shall be by the shortest route generally available for use) is two (2) kilometers one way; provided, however, that a commutation allowance shall not be paid to a Hospital Assistant Professor who does not commute all the days of a month.

2 The monthly amount of the commutation allowance shall be the amount listed in the amount of allowance column of the following table corresponding to the classification of Hospital Assistant Professors specified in said table:

Classification of Hospital Assistant Professors	Amount of allowance	
(1) A Hospital Assistant Professor who ordinarily uses a public transportation means, including railway or toll roads (hereinafter referred to as "Transportation Means, etc.") for commutation	Amount to be computed on the basis of the amount of fares, etc. required for the commutation of the person (hereinafter referred to as "Fares, etc. Computation Amount"); provided, however, that if the amount exceeds 55,000 yen, the amount of the allowance shall be 55,000 yen.	
(2) A Hospital Assistant Professor who ordinarily uses a means of movement, including automobile (which means an automobile, bike, moped or bicycle; hereinafter referred to as "Automobile, etc.") for commutation	Hospital Assistant Professor whose use distance of Automobile, etc. (hereinafter referred to as "Use Distance" in this item) is shorter than 5 km one way	2,000 yen
	Hospital Assistant Professor whose Use Distance is longer than 5 km but shorter than 10 km one way	4,200 yen
	Hospital Assistant Professor whose Use Distance is longer than 10 km but shorter than 15 km one way	7,100 yen
	Hospital Assistant Professor whose Use Distance is longer than 15 km but shorter than 20 km one way	10,000 yen
	Hospital Assistant Professor whose Use Distance is longer than 20 km but shorter than 25 km one way	12,900 yen
	Hospital Assistant Professor whose Use Distance is longer than 25 km but shorter than 30 km one way	15,800 yen
	Hospital Assistant Professor whose Use Distance is longer than 30 km but shorter than 35 km one way	18,700 yen
	Hospital Assistant Professor whose Use Distance is longer than 35 km but shorter than 40 km one way	21,600 yen
	Hospital Assistant Professor whose Use Distance is longer than 40 km but shorter than 45 km one way	24,400 yen
	Hospital Assistant Professor whose Use Distance is longer than 45 km but shorter than 50 km one way	26,200 yen
	Hospital Assistant Professor whose Use Distance is longer than 50 km but shorter than 55 km one way	28,000 yen
	Hospital Assistant Professor whose Use Distance is longer than 55 km but shorter than 60 km one way	29,800 yen
	Hospital Assistant Professor whose Use Distance is longer than 60 km one way	31,600 yen

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<p>(3) A Hospital Assistant Professor who ordinarily uses a Transportation Means, etc. and pays fares therefor and use an Automobile for commutation</p>	<p>The total of the Fares, etc. Computation Amount and the amount set forth in Item 2 (or, if such amount exceeds 55,000 yen, 55,000 yen); provided, however, that the amount of the commutation allowance to be paid to a Hospital Assistant Professor whose Use Distance of Automobile, etc. is shorter than 2 km shall be the amount computed by Item 1, and, if such amount is less than the amount set forth in Item 2, the amount to be paid shall be the amount set forth in Item 2.</p>
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- 3 Notwithstanding the provisions of the preceding paragraph, the monthly amount of the commutation allowance for a Hospital Assistant Professor who uses limited express trains, including Shinkansen railways (hereinafter referred to as “Shinkansen Railways, etc.”), for commutation for whom it is judged that, in comparison with his/her conventional commutation route and method without using Shinkansen Railways, etc. in which the commutation distance is over 60 km and the commutation time is over 90 minutes, the use of Shinkansen Railways, etc. may shorten the commutation time by over 30 minutes shall be the total of the amount equal to one half of the amount to be computed on the basis of the amount of fares, etc. required for the commutation of the person (which means the amount obtained by deducting the amount equal to fares, etc. consisting of the basis for the computation of the Fares, etc. Computation Amount from the amount of fares, etc. for the use) (or, if such amount exceeds 20,000 yen, 20,000 yen) and the amount by the provisions of the preceding paragraph.
- 4 Notwithstanding the provisions of Paragraph 2, the monthly amount of the commutation allowance for a Hospital Assistant Professor who uses an Automobile, etc. and toll roads, including national expressways (hereinafter referred to as “National Expressways, etc.”) for commutation for whom it is considered reasonable, in comparison with his/her conventional commutation route without using National Expressways, etc. in which the Use Distance of an Automobile, etc. is over 30 km, the use of National Expressways, etc. may shorten the commutation time, shall be the total of the amount equal to one half of the use charge of National Expressways, etc. required for the commutation of the person (or, if such amount exceeds 20,000 yen, 20,000 yen) and the amount by the provisions of Paragraph 2.
- 5 If a person becomes eligible under the classification of Hospital Assistant Professors listed in the table of Paragraph 2 or acquires the requirements of a Hospital Assistant Professor under the preceding two paragraphs, the commutation allowance shall be paid in and after the month following the month in which the day of occurrence of the relevant fact falls (if this day is the first day of a month, in and after the month in which the day falls); provided, however, that if notification of commutation is submitted after fifteen (15) days counting from the day of occurrence of the relevant fact, the commutation allowance shall be paid in and after the month following the month in which the day of acceptance of the notification falls (if this day is the first day of a month, in and after the month in which the day falls).

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6 If a Hospital Assistant Professor retires or dies or is dismissed, or if a Hospital Assistant Professor becomes no longer eligible for the classification listed in the table of Paragraph 2, the commutation allowance shall be paid until the month in which the day of occurrence of the relevant fact falls (if this day is the first day of a month, until the month previous to the month in which the day of occurrence of the relevant fact falls).

7 In addition to what is set forth in Paragraph 1 to the preceding paragraph, matters necessary for the payment of commutation allowances shall be specified separately.

(Special work allowance)

Article 104 A special work allowance shall be paid to a Hospital Assistant Professor who engages in substantially dangerous or difficult work or other substantially special work that requires special treatment from a salary point of view, in cases where it is considered inappropriate to compensate for such work by his/her regular salary according to the specialty of his/her work.

2 The names of, eligible staff members for, content of work covered under, and classifications and amounts of payment of special work allowances shall be as specified in the following table.

Name of allowance	Eligible staff members	Content of work	Classification/ amount of payment
(1) Radiation handling allowance	Hospital Assistant Professors engaging in radiation handling services	Radiation handling services in controlled areas (exposure: 100 microsieverts or greater a month)	One day 230 yen
(2) University teaching staff member midnight and urgent services allowance		Services engaged in the midnight hours and urgently for responding to an incident or accident in which a student is involved or to a malfunction, etc. of equipment which is installed in a joint education and research facility on campus and made available for use for all internal joint usage	One case 5,000 yen

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(3) Additional practice allowance	Hospital Assistant Professors engaging in practice in a hospital																																												
	a. Hospital Assistant Professors to whom discretionary labor system applies	Practice services on holidays or practice services from 5:00 p.m. to 8:30 a.m. of the following day on days other than holidays (excluding practice services for a time periods in which they are ordered to engage in night/day duty set forth in Article 47)	<p>To be paid according to the total number of hours in which they engaged in practice in one salary calculation period (“TNH”) (fractions of time of shorter than 30 minutes in the total hours shall be cut off and of 30 minutes or longer shall be rounded up to one hour)</p> <p>One month</p> <table> <tr><td>TNH≤5</td><td>11,100 yen</td></tr> <tr><td>5≤TNH<10</td><td>29,600 yen</td></tr> <tr><td>10<TNH<15</td><td>48,100 yen</td></tr> <tr><td>15<TNH<20</td><td>66,600 yen</td></tr> <tr><td>20≤TNH≤25</td><td>85,100 yen</td></tr> <tr><td>25≤TNH≤30</td><td>103,600 yen</td></tr> <tr><td>30≤TNH≤35</td><td>122,100 yen</td></tr> <tr><td>35≤TNH≤40</td><td>140,600 yen</td></tr> <tr><td>40≤TNH≤45</td><td>159,100 yen</td></tr> <tr><td>45<<TNH<50</td><td><u>177,900 yen</u></td></tr> <tr><td>50≤TNH≤55</td><td>196,900 yen</td></tr> <tr><td>55≤TNH≤60</td><td>215,900 yen</td></tr> <tr><td>60≤TNH≤65</td><td>235,200 yen</td></tr> <tr><td>65≤TNH≤70</td><td>257,200 yen</td></tr> <tr><td>70≤TNH≤75</td><td>279,200 yen</td></tr> <tr><td>75≤TNH≤80</td><td>301,200 yen</td></tr> <tr><td>80≤TNH≤85</td><td>323,200 yen</td></tr> <tr><td>85≤TNH≤90</td><td>345,200 yen</td></tr> <tr><td>90≤TNH≤95</td><td>367,200 yen</td></tr> <tr><td>95<TNH≤100</td><td>389,200 yen</td></tr> <tr><td>100≤TNH</td><td>411,200yen</td></tr> </table>	TNH≤5	11,100 yen	5≤TNH<10	29,600 yen	10<TNH<15	48,100 yen	15<TNH<20	66,600 yen	20≤TNH≤25	85,100 yen	25≤TNH≤30	103,600 yen	30≤TNH≤35	122,100 yen	35≤TNH≤40	140,600 yen	40≤TNH≤45	159,100 yen	45<<TNH<50	<u>177,900 yen</u>	50≤TNH≤55	196,900 yen	55≤TNH≤60	215,900 yen	60≤TNH≤65	235,200 yen	65≤TNH≤70	257,200 yen	70≤TNH≤75	279,200 yen	75≤TNH≤80	301,200 yen	80≤TNH≤85	323,200 yen	85≤TNH≤90	345,200 yen	90≤TNH≤95	367,200 yen	95<TNH≤100	389,200 yen	100≤TNH	411,200yen
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b. Delivery service agents	Delivery services for delivery on holidays or during the time from 5:00 p.m. to 8:30 a.m. of the following day on days other than holidays	One time	20,000 yen																																										
c. Hospital Assistant Professors working in the operation department, the advanced life-saving center, the intensive care unit or the surgical intensive care unit	Practice services at night and on holidays during the prescribed working hours	One time	20,000 yen (including night premium wages if the practice services are performed during the midnight hours)																																										

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(3) Doctor-Heli on-board allowance	Hospital Assistant Professors working at a hospital	Emergency medical care services on board Doctor-Helis (helicopters equipped with medical devices for emergency medical care, including fire-fighting and disaster prevention helicopters of the Hiroshima Prefecture Doctor Helicopter Project) and other practice services	One time	5,000 yen
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3 In addition to what is set forth in the preceding two (2) paragraphs, matters necessary for the payment of special allowances shall be specified separately.

(Year-end allowance)

Article 105 A year-end allowance shall be paid to a Hospital Assistant Professor on June 1 and December 1, respectively, who is employed on such days (hereinafter referred to as the “Base Date” in this Article).

2 The amount of payment of the year-end allowance shall be the amount obtained by multiplying the amount listed in Table (1) by the payment rate, which is based on the months of employment (“MoE”) during the six (6) months prior to the Base Date and specified in Table (2) corresponding to the classification set forth in the employment period column in said Table.

Table (1) Amount of payment by applicable salary grade

Applicable salary grade	Amount of payment	
	June	December
Salary grade 1	630,000 yen	630,000 yen
Salary grade 2	790,000 yen	790,000 yen
Salary grade 3	840,000 yen	840,000 yen
Salary grade 4	890,000 yen	890,000 yen
Salary grade 5	920,000 yen	920,000 yen
Salary grade 6	940,000 yen	940,000 yen

Table (2) Payment percentage by length of employment

MoE	Payment rate by length of employment
6	1.00
$5 \leq \text{MoE} < 6$	0.80
$3 \leq \text{MoE} < 5$	0.60
$\text{MoE} < 3$	0.30

3 Notwithstanding the provisions of the preceding paragraph, the amount of payment of the year-end allowance of a Hospital Assistant Professor whose regular salary is cut by fifty percent (50%) as of the Base Date shall be the amount obtained by multiplying 0.50 by the amount obtained pursuant to the provisions of the preceding paragraph.

4 A year-end allowance shall not be paid to a Hospital Assistant Professor who falls under any of the following items:

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- (1) Persons on suspension from work to whom their salary had not been paid as of the Base Date (excluding those who are suspended from work due to sickness caused by a work-related accident or accident during commutation),
 - (2) Persons on suspension from work due to criminal activity as of the Base Date;
 - (3) Persons on suspension from work due to disciplinary punishment as of the Base Date;
 - (4) Persons who are forced to stop working as of the Base Date;
 - (5) Persons on childcare leave as of the Base Date who did not work during the period of six (6) months prior to the Base Date (including annual paid leave, sickness leave, special leave and period during which they were suspended from work due to sickness caused by a work-related accident or accident during commutation);
 - (6) Persons who were sentenced to a punishment severer than imprisonment during the period of six (6) months prior to the Base Date.
- 5 Notwithstanding the provisions of Paragraph 1 to the preceding paragraph, a year-end allowance shall not be paid or the payment thereof shall be suspended temporarily to a Hospital Assistant Professor for whom it is considered suitable not to pay the year-end allowance or to suspend the payment thereof temporarily.
- 6 Notwithstanding the provisions of Paragraph 1 to the preceding paragraph, matters necessary for the payment of year-end allowances shall be specified separately.

(Mutatis mutandis application of provisions regarding Specially Appointed Teaching Staff members)

Article 106 The provisions of Articles 23, 25, 28 to 31, 33 and 34 shall apply mutatis mutandis to the handling of the payment of salary, settlement of fractions, reduction of salary, 50% reduction of regular salary, additional service allowances, overtime work allowances, holiday allowances, day/night duty allowances and special allowances, regarding Hospital Assistant Professors.

Section 3 Working hours, holidays, leave, etc.

(Prescribed working hours and rest time)

Article 107 The prescribed working hours of Hospital Assistant Professors shall be seven hours forty-five minutes (7h45m) per day and thirty-eight hours and forty-five minutes (38h45m) per week, excluding the rest time.

2 The work-starting time (“WST”), work-ending time (“WET”) and rest time for a Hospital Assistant Professor shall be as set forth in the following table.

WST/WET	Rest time	Remarks
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WST 8:30	12:00 to 12:45	
WET 17:00		
WST 9:30	12:00 to 12:45	Days on which they have a 9th or 10th lecture class
WET 18:00		

3 If it is necessary for operational reasons, the University may adjust the WST, WET and rest time.

(Shift working system shorter than one month)

Article 108 Notwithstanding the provisions of the preceding Article, for Hospital Assistant Professors who are listed in the following table, the University may establish a shift working system shorter than one month with the start date for reckoning established by respective divisions.

Staff Classification	Work pattern	Working hours	Rest time
Hospital Assistant Professors working in the operation department, the advanced emergency medical service center, the intensive care unit or the surgical intensive care unit	Day shift	8:30 to 17:00	12:00 to 12:45
	Afternoon/night shift	15:45 to 8:45 of the following day	19:00 to 19:30 23:00 to 23:30 and 4:00 to 4:30

2 Notwithstanding the provisions of the preceding Article and the preceding paragraph, for a Hospital Assistant Professor who needs to work in accordance with a special work pattern for his/her education, research, practice or the like, the University may consider the preference of the Hospital Assistant Professor in advance and establish a shift working system shorter than one month with the day of individual establishment as the start date for reckoning.

3 The prescribed working hours per week in the preceding two (2) paragraphs shall be within a scope not exceeding an average of thirty-eight hours and forty-five minutes (38h45m), and, with respect to the holidays set forth in Article 37, Paragraph 1, the same number of days shall be allocated in the subject period.

4 The University shall notify each member of his/her respective start date for reckoning, subject period, WST and WED of each day, rest time and days off in accordance with the shift schedule table no later than seven (7) days in advance.

- 5 If requested by a female Hospital Assistant Professor who is an Expecting Woman, the University shall not order her to work under the shift working system.

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members)

Article 109 The provisions of Articles 36 to 38 and 40 to 56-2 shall apply mutatis mutandis to the handling of staggered commuting hours, statutory holidays, transfer of holidays, the discretionary labor system for professional work, work in places other than the ordinary place of work, work outside prescribed working hours, Midnight Work, Overtime Work at Time of a Disaster, etc., coming to/leaving from the office, tardiness, early leaving, absences, going out for private reasons, day/night shift, kinds of leave, annual paid leave, carry-over of annual paid leave, a request for annual paid leave, the unit of annual paid leave, sickness leave, a judgment on continuous taking of sickness leave, a special exception, etc. to the maximum number of days of sick leave, the unit of sickness leave, special leave, procedures, etc. for sickness leave and special leave, and prohibition of disadvantageous treatment, regarding Hospital Assistant Professors.

- 2 When applying mutatis mutandis the provisions of Articles 53 and 53-2 pursuant to the provisions of the preceding paragraph, “including cases where they returned from sickness leave” in Article 53, Paragraph 2, Items 4 and 5 shall be deemed replaced with “including cases where they returned from sickness leave or they were reinstated from suspension from work due to sickness”, and “returned” and “the day following the last day of the period of Private Injury/Sickness Leave” in Article 53-2, Paragraph 1 shall be deemed replaced with “returned or were reinstated after suspension from work due to sickness” and “the day following the last day of the period of Private Injury/Sickness Leave or the day following the last day of the period of suspension from work due to sickness”, respectively.

Chapter 5 Deemed Full-time Teaching Staff members at Law School

Section 1 Employment and dismissal

(Pattern of work)

Article 110 The pattern of work of Deemed Full-time Teaching Staff members shall be part-time work.

(Title)

Article 111 The title of Deemed Full-time Teaching Staff members shall be Professor or Associate Professor.

(Selection)

Article 112 The selection of Deemed Full-time Teaching Staff members shall be executed by the University in accordance with the Internal Rules for Teaching Staff Member Selection Standards of Hiroshima University Law School (which was approved by the Dean on April 1, 2004) and based on the approval of the faculty meeting of the Law School.

(Duties)

Article 113 Duties of Deemed Full-time Teaching Staff members shall include giving lectures at the Law School, participation in faculty meeting and committees of the Law School and provision of guidance to students during office hours.

(Employment contract)

Article 114 An employment contract for a Deemed Full-time Teaching Staff member shall be concluded by a written contract (Separate Form No. 1).

(Term of employment contract)

Article 115 An employment contract for a Deemed Full-time Teaching Staff member shall be concluded with a fixed term, and the last day of the term shall not, in principle, be beyond the last day of the business year in which the date of the employment contract falls.

2 If the University receives an application by separately specified procedures from a Deemed Full-time Teaching Staff member whose employment contract is renewed by applying *mutatis mutandis* the provisions of Article 8 to convert his/her employment contract to one without a fixed term pursuant to the provisions of Article 18 of the Rou-Kei-Hou, the present employment contract shall be converted to an employment contract without a fixed term on or after the day following the last day of the presently concluded employment contract; provided, however, that the employment contract in this case shall expire on the first March 31 following the day on which the Deemed Full-time Teaching Staff member becomes seventy (70) years of age.

(Working conditions under an employment contract without a fixed term)

Article 115-2 When the employment contract of a Deemed Full-time Teaching Staff member is changed to an employment contract without a fixed term pursuant to the main text of paragraph 2 of Article 115, the initial working conditions for that staff member under such employment contract without a fixed term shall be the same as those stipulated under the immediate previous employment contract, in principle. However, as in the case of the working conditions under an employment contract with a fixed term, the working conditions of a Deemed Full-time Teaching Staff member under an employment contract

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without a fixed term shall be modified for each of the subsequent years. Such working conditions shall be determined based on the progress of the operation, the relevance of the staff member's expertise to the operation, the budget of the staff member's workplace, and other factors.

(Probation period)

Article 116 A probation period shall not be established for a Deemed Full-time Teaching Staff member.

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members)

Article 117 The provisions of Articles 7, 8, 10 and 14 to 17 shall apply mutatis mutandis to the handling of documents to be submitted for employment, contract renewal, advance notice of expiration of employment contract, a change of position, non-application of suspension from work, retirement and dismissal, regarding Deemed Full-time Teaching Staff members.

Section 2 Salary

(Classification, kind, calculation period, and pay day of salary)

Article 118 The classification, kind, calculation period and pay day of salary for a Deemed Full-time Teaching Staff member shall be as set forth in the following table:

Salary		Calculation period of salary	Pay day of salary
Classification	Kind		
Base salary	Regular	From the first day to the last day of a month	Seventeenth (17th) day of the current month (provided, however, that if the seventeenth (17th) day falls under a holiday set forth in Article 37, Paragraph 1, Item 1 or Item 2 (hereinafter referred to in this paragraph as "Holiday"), the day which is immediately following the seventeenth (17th) day and is not a Holiday
Achievement allowance	Special allowance	From the first day to the last day of a year	Fixed salary pay day of March of the current year

2 The base salary for a Deemed Full-time Teaching Staff member shall be his/her monthly salary. The monthly amount to be paid for the month shall be paid in full on the salary pay day set forth in the table of the preceding paragraph.

3 Notwithstanding the provisions of the preceding paragraph, if the University pays any retroactive additional amount as the result of a salary revision, the University may pay such

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amount prior to the salary pay day, which is specified in the table of Paragraph 1, and immediately subsequent to the revision in question.

4 Notwithstanding the provisions of Paragraph 2, if a Deemed Full-time Teaching Staff member requests the payment of his/her regular salary to cover emergency expenses, including for a disaster suffered by a Deemed Full-time Teaching Staff member or a persons who is supported by his/her income, as provided for in Article 25 of the Rou-Ki-Hou, the University shall pay wages for already provided labor even prior to the salary pay day specified in the table of Paragraph 1.

5 In addition to what is set forth in Paragraph 1 to the preceding paragraph, necessary matters in connection with the classification, kind, calculation period, pay day or the like of salary shall be specified separately.

(Computation of amount of salary for one hour of work)

Article 119 The amount of salary for one hour of work by a Deemed Full-time Teaching Staff member shall be the amount obtained by dividing the monthly amount of his/her regular salary by the average prescribed working hours per month.

(Regular salary)

Article 120 The regular salary for a Deemed Full-time Teaching Staff member shall be the amount in the salary grade in the following table according to the number of years of practical experience as of the last day of the year previous to the business year in question during the term of the employment contract of the person (years of practical experience shorter than one year shall be cut off; hereinafter referred to as “Years of Experience at Previous Year-end” in this Article):

Salary grade	Years of Experience at Previous Year-end	Monthly amount of regular salary
1	Shorter than 15 years after the completion of the legal training for a judicial apprentice	364,800 yen
2	Equal to or longer than 15 years after the completion of the legal training for a judicial apprentice	599,600 yen

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members)

Article 121 The provisions of Articles 22, 23, 25, 26, 28, 29, 30 and 34 shall apply mutatis mutandis to the handling of salary during the period when a layoff is ordered, payment of salary, settlement of fractions, prorated daily calculation, deduction of salary, 50% deduction of salary and special allowances, regarding Deemed Full-time Teaching Staff members.

Section 3 Working hours, days off, leave, etc.

(Prescribed working hours and rest time)

Article 122 The handling of the prescribed working hours and rest time for a Deemed Full-time Teaching Staff member shall be specified in a written contract individually.

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members)

Article 123 The provisions of Articles 41, 44 to 46, 50 to 52, 58, 59, 61 to 66-2 shall apply mutatis mutandis to the handling of work in places other than the ordinary place of work, Overtime Work at Time of a Disaster, etc., coming to/leaving from the office, tardiness, early leaving, absences, going out for private reasons, carry-over of annual paid leave, a request for annual paid leave, the unit of annual paid leave, holidays, transfer of work days, kinds of leave, annual paid leave, a special exception to grant of annual paid leave, special paid leave, special unpaid leave, procedures, etc. for special paid leave and special unpaid leave, and prohibition of disadvantageous treatment, regarding Deemed Full-time Teaching Staff members.

Chapter 6 Deleted

Article 124 through 137 Deleted

Chapter 7 Researchers

Section 1 Employment and dismissal

(Pattern of work)

Article 138 The pattern of work of Researchers shall be full-time work or part-time work.

(Sources of funds for employment)

Article 139 The sources of funds for the employment of Researchers shall be as follows:

- (1) The fund for the contract research specified in the Hiroshima University Contract Research Handling Rules (Rule No. 17 of March 14, 2006), or of the collaborative research specified in the Hiroshima University Collaborative Research Handling Rules (Rule No. 18 of March 14, 2006) or of the contract project specified in the Hiroshima University Contract Project Rules (Rule No. 16 of March 14, 2006);
- (2) Donation specified in the Hiroshima University Donation Handling Rules (Rule No. 15 of March 14, 2006);
- (3) Subsidy for the scientific research cost and adjustment cost for the promotion of

science and technology;

- (4) Subsidy for the research center formation cost (research center formation cost);
- (5) Other costs;

(Duties)

Article 140 A Researcher shall engage in services relating to research conforming to the purpose of the source of funds set forth in the respective items of the preceding Article, however, that if the dean of the division to which the Researcher belongs deems it necessary within a scope which does not cause difficulty to the execution of the research service in which the Researcher is engaged, he/she may engage in other research services.

(Selection)

Article 141 Researchers shall be selected by their respective divisions, etc. in accordance with the teaching staff member selection standards in principle.

- 2 Notwithstanding the provisions of the preceding paragraph, if a Researcher is employed via a source of funds set forth in Article 139, Items 3 and 4, his/her division shall select a Researcher from among persons who have capabilities necessary for the execution of the research in question or students who have excellent capabilities and are registered in a doctoral course of the graduate school (excluding a master's course).

(Term of employment contract)

Article 142 An employment contract for a Researcher shall be concluded with a fixed term, and the last day of the term shall not, in principle, be beyond the last day of the business year in which the date of the employment contract falls; provided, however, that if the University deems it necessary for its business operations, an employment contract may be concluded within the scope of the period provided for in Article 14 of the Rou-Ki-Hou and of the period in which the source of funds listed in Article 139 is scheduled to be accepted.

- 2 The term of an employment contract in cases where the employment contract is renewed by applying *mutatis mutandis* the provisions of Article 8 shall not exceed five (5) years in total counting from the date of the employment contract which the University commences on or after April 1, 2013 (or, if there is a vacant term provided for in Article 18, Paragraph 2 of the Rou-Kei-Hou, the date of the employment contract which the University commences on or after such vacant term).
- 3 Notwithstanding the provisions of the preceding paragraph, the term of an employment contract with a person whom the University determines that the provisions of Article 15-2 of the Research and Development Capacity Enhancement Act apply to him/her shall not exceed ten (10) years in total.

4 The provisions of the preceding two (2) paragraphs shall not apply if the University so deems.

5 If the University receives an application by separately specified procedures from a Researcher whose employment contract is renewed by applying mutatis mutandis the provisions of Article 8 to convert his/her employment contract to one without a fixed term pursuant to the provisions of Article 18 of the Rou-Kei-Hou, the present employment contract shall be converted to an employment contract without a fixed term on or after the day following the last day of the presently concluded employment contract; provided, however, that the employment contract in this case shall expire on the first March 31 following the day on which the Researcher becomes seventy (70) years of age.

(Working conditions under an employment contract without a fixed term)

Article 142-2 When the employment contract of a Researcher is changed to an employment contract without a fixed term pursuant to the main text of paragraph 5 of Article 142, the initial working conditions for that Researcher under such employment contract without a fixed term shall be the same as those stipulated under the immediate previous employment contract, in principle. However, as in the case of the working conditions under an employment contract with a fixed term, the working conditions of a Researcher under an employment contract without a fixed term shall be modified for each of the subsequent years. Such working conditions shall be determined based on the progress of the operation, the relevance of the Researcher's expertise to the operation, the budget of the Researcher's workplace, and other factors.

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members)

Article 143 The provisions of Articles 7, 8 and 10 to 20 shall apply mutatis mutandis to the handling of documents to be submitted for employment, contract renewal, advance notice of expiration of employment contract, the probation period, extension of the probation period, dismissal during the probation period, a change of position, non-application of suspension from work, retirement and dismissal, delivery of a Written Notice of Personnel Transfer, and cases where delivery of a Written Notice is not necessary, regarding Researchers.

Section 2 Salary

(Classification, kind, calculation period and pay day of salary)

Article 144 The classification, kind, calculation period and pay day of salary for a Researcher shall be as set forth in the following table:

Salary	Calculation period of	Pay day of salary
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Classification	Kind	salary	
Base salary	Regular salary	From the first day to the last day of a month	Seventeenth (17th) day of the current (or, in the case of Researchers working on a part-time basis, the following) month (provided, however, that if the seventeenth (17th) day falls under a holiday set forth in Article 37, Paragraph 1, Item 1 or Item 2 (hereinafter referred to in this paragraph as “Holiday”), the day which is immediately following the seventeenth (17th) day and is not a Holiday)
Allowances	Overtime work allowance Holiday work allowance	From the first day to the last day of a month	Fixed salary pay day of the following month
Achievement allowance	Special allowance	From the first day to the last day of a year	Fixed salary pay day of March of the current year

2 The base salary of a Researcher working on a full-time basis shall be based on his/her monthly salary or yearly salary and shall be paid on the salary pay day set forth in the table of the preceding paragraph. The amount to be paid shall be, in the case of monthly salary, the full monthly amount of the month and, in the case of yearly salary, the full amount of one-twelfth (1/12) of the yearly salary. In the case of the base salary of a Researcher working on a full-time basis based on his/her yearly salary whose term of employment contract is shorter than one year, the University shall pay the full amount of his/her regular salary, which is decided according to the term of the employment contract and is obtained by dividing his/her regular salary by the number of months of the employment contract in question.

3 The base salary of a Researcher working on a part-time basis shall be based on his/her hourly salary, and the University shall pay the amount obtained by multiplying the amount of the regular salary set forth in the next Article by the number of working hours during the salary calculation period specified in the table of Paragraph 1 on the salary pay day specified in said table.

4 If there is any fraction of time (“FOT”) in the number of working hours during the salary calculation period set forth in the preceding paragraph, such FOT shall be rounded up as follows:

FOT (mins)	To be rounded up to (mins)
$FOT \leq 15$	15
$15 < FOT \leq 30$	30
$30 < FOT \leq 45$	45
$FOT > 45$	1 hour

5 Notwithstanding the provisions of Paragraph 2 and Paragraph 3, if the University pays any retroactive additional amount as the result of a salary revision, the University may pay such amount prior to the salary pay day, which is specified in the table of Paragraph 1, and

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immediately subsequent to the revision in question.

6 Notwithstanding the provisions of Paragraph 2 and Paragraph 3, if a Researcher requests the payment of his/her regular salary to cover emergency expenses, including for a disaster suffered by the Researcher or a person who is supported by his/her income, as provided for in Article 25 of the Rou-Ki-Hou, the University shall pay wages for already provided labor even prior to the salary pay day specified in the table of Paragraph 1.

7 In addition to what is set forth in Paragraph 1 to the preceding paragraph, necessary matters in connection with the classification, kind, calculation period, pay day or the like of salary shall be specified separately.

(Regular salary of a Researcher to whom the monthly pay system or hourly pay system applies)

Article 145 The regular salary of a Researcher (excluding a researcher whose basic salary is paid yearly; the same applies hereinafter in this Article) shall be in the amount of the salary grade set forth in the following table according to the rated title and age on the last day of the business year during the term of the employment contract (hereinafter referred to in this Article as “Year-end Age” or “YEA”).

Salary grade	Year-end Age (YEA)				Amount of regular salary		
	Rated Assistant Professor	Rated Lecturer	Rated Associate Professor	Rated Professor	Full-time work (monthly pay)	Part-time work (hourly pay)	
1	—	/	/	/	270,000 yen	1,076yen	
2	—				300,000 yen	1,206 yen	
3	YEA<25				330,000 yen	1,336 yen	
4	25≤YEA<27				—	360,000 yen	1,467 yen
5	27≤YEA<29				—	390,000 yen	1,597 yen
6	29≤YEA<31	YEA<31	—	420,000 yen	1,727 yen		
7	31≤YEA<33	31≤YEA<33	—	450,000 yen	1,857 yen		
8	33≤YEA<38	33≤YEA<35	YEA<33	480,000 yen	1,987 yen		
9	38≤YEA<43	35≤YEA<37	33≤YEA<35	510,000 yen	2,117 yen		
10	43≤YEA<52	37≤YEA<39	35≤YEA<37	540,000 yen	2,248 yen		
11	52≤YEA<64	39≤YEA<42	37≤YEA<39	—	570,000 yen	2,378 yen	
12	—	42≤YEA<46	39≤YEA<42	—	600,000 yen	2,508 yen	
13	—	46≤YEA<53	42≤YEA<45	YEA<42	630,000 yen	2,638 yen	
14	/	53≤YEA<64	45≤YEA<50	42≤YEA<45	660,000 yen	2,768 yen	
15		—	50≤YEA<64	45≤YEA<48	690,000 yen	2,898 yen	
16		—	—	48≤YEA<51	720,000 yen	3,029 yen	
17		—	—	51≤YEA<54	750,000 yen	3,159 yen	
18		—	/	54≤YEA<64	780,000 yen	3,289 yen	
19		—		—	810,000 yen	3,419 yen	
20		—		—	840,000 yen	3,549 yen	
—		YEA≥64	—	—	—	480,000 yen	1,987 yen
—	—	YEA≥64	—	—	540,000 yen	2,248 yen	
—	—	—	YEA≥64	—	570,000 yen	2,378 yen	
—	—	—	—	YEA≥64	660,000 yen	2,768 yen	

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	Salary grade	Year-end Age (YEA)	Amount of regular salary	
			Full-time work (monthly pay)	Part-time work (hourly pay)
Rated Assistant Professor	1	—	271,000yen	1,081yen
	2	—	301,000yen	1,211yen
	3	YEA<25	331,000yen	1,341yen
	4	25<YEA< 27	361,000yen	1,472yen
	5	27<YEA<29	391,000yen	1,602yen
	6	29<YEA<31	421,000yen	1,732yen
	7	31<YEA<33	451,000yen	1,862yen
	8	33<YEA< 38	481,000yen	1,992yen
	9	38<YEA<43	511,000yen	2,122yen
	10	43<YEA<52	540,000yen	2,248yen
	11	52<YEA<64	570,000yen	2,378yen
	12	—	600,000yen	2,508yen
	13	—	630,000yen	2,638yen
	—	YEA≥64	480,000yen	1,987yen
Rated Lecturer	1	—	361,000yen	1,472yen
	2	—	391,000yen	1,602yen
	3	YEA<31	421,000yen	1,732yen
	4	31<YEA<33	451,000yen	1,862yen
	5	33<YEA< 35	481,000yen	1,992yen
	6	35<YEA<37	511,000yen	2,122yen
	7	37<YEA<39	540,000yen	2,248yen
	8	39<YEA<42	570,000yen	2,378yen
	9	42<YEA<46	600,000yen	2,508yen
	10	46<YEA<53	630,000yen	2,638yen
	11	53<YEA<64	660,000yen	2,768yen
	12	—	690,000yen	2,898yen
	13	—	720,000yen	3,029yen
	—	YEA≥64	540,000yen	2,248yen
Rated Associate Professor	1	—	421,000yen	1,732yen

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	2	—	451,000yen	1,862yen
	3	YEA<33	481,000yen	1,992yen
	4	33<YEA<35	511,000yen	2,122yen
	5	35<YEA<37	540,000yen	2,248yen
	6	37<YEA<39	570,000yen	2,378yen
	7	39<YEA<42	600,000yen	2,508yen
	8	42<YEA<45	630,000yen	2,638yen
	9	45<YEA<50	660,000yen	2,768yen
	10	50<YEA<64	690,000yen	2,898yen
	11	—	720,000yen	3,029yen
	12	—	750,000yen	3,159yen
	—	YEA≥64	570,000yen	2,378yen
Rated Professor	1	—	570,000yen	2,378yen
	2	—	600,000yen	2,508yen
	3	YEA<42	630,000yen	2,638yen
	4	42<YEA<45	660,000yen	2,768yen
	5	45<YEA<48	690,000yen	2,898yen
	6	48<YEA<51	720,000yen	3,029yen
	7	51<YEA<54	750,000yen	3,159yen
	8	54<YEA<64	780,000yen	3,289yen
	9	—	810,000yen	3,419yen
	10	—	840,000yen	3,549yen
	—	YEA≥64	660,000yen	2,768yen

- 2 Notwithstanding the provisions of the preceding paragraph, if a Researcher who concludes an employment contract covering two (2) business years or longer reaches a Year-end Age eligible for a salary grade higher than the salary grade which is decided at the time of the execution of the employment contract, the he/she may receive the amount of such higher salary grade.
- 3 Notwithstanding the provisions of the preceding two (2) paragraphs, if the University judges, when it decides the regular salary of a Researcher, there are specific circumstances, the University may decide the regular salary of the Researcher in the amount of the salary grade within the scope of two (2) grades higher or lower than the salary grade for which he/she is eligible pursuant to the provisions of the preceding two (2) paragraphs.
- 4 Notwithstanding the provisions of the preceding three (3) paragraphs, if the University

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employs a Researcher for whom the University considers it necessary to take specific measures, the University may decide the regular salary of the Researcher separately.

5 Notwithstanding the provisions of Paragraph 1 to the preceding paragraph, the regular salary of a Researcher who is a student of the graduate school shall be the amount set forth in the amount of regular salary column in the following table corresponding to the classification of Researchers specified in said Table.

Classification of Researchers	Amount of regular salary (hourly pay)
Persons registered in the first stage of a doctor's course or master course of the graduate school	1,100 yen
Persons registered in a doctoral course (excluding the first stage) of the graduate school	1,300 yen

(Regular salary of a Researcher to whom yearly pay system applies)

Article 145-2 The regular salary of a Researcher (who shall be limited to a researcher whose basic salary is paid yearly; the same applies hereinafter in this Article) shall be in the amount of the salary grade set forth in the following table according to, in the first year of the contract, the research career, achievements and the like and, in the year following the first year of the contract and thereafter, to the results of the previous year; provided, however, that the amount of his/her regular salary in cases where the term of the employment contract in question is shorter than one year shall be decided according to the term of the employment contract using the amount of the salary grade listed in the following table as a standard.

Salary grade	Amount of regular salary (yearly pay)	Salary grade	Amount of regular salary (yearly pay)	Salary grade	Amount of regular salary (yearly pay)
	yen		yen		yen
1	3,600,000	27	7,500,000	53	11,400,000
2	3,750,000	28	7,650,000	54	11,550,000
3	3,900,000	29	7,800,000	55	11,700,000
4	4,050,000	30	7,950,000	56	11,850,000
5	4,200,000	31	8,100,000	57	12,000,000
6	4,350,000	32	8,250,000	58	12,150,000
7	4,500,000	33	8,400,000	59	12,300,000
8	4,650,000	34	8,550,000	60	12,450,000
9	4,800,000	35	8,700,000	61	12,600,000
10	4,950,000	36	8,850,000	62	12,750,000

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11	5,100,000	37	9,000,000	63	12,900,000
12	5,250,000	38	9,150,000	64	13,050,000
13	5,400,000	39	9,300,000	65	13,200,000
14	5,550,000	40	9,450,000	66	13,350,000
15	5,700,000	41	9,600,000	67	13,500,000
16	5,850,000	42	9,750,000	68	13,650,000
17	6,000,000	43	9,900,000	69	13,800,000
18	6,150,000	44	10,050,000	70	13,950,000
19	6,300,000	45	10,200,000	71	14,100,000
20	6,450,000	46	10,350,000	72	14,250,000
21	6,600,000	47	10,500,000	73	14,400,000
22	6,750,000	48	10,650,000	74	14,550,000
23	6,900,000	49	10,800,000	75	14,700,000
24	7,050,000	50	10,950,000	76	14,850,000
25	7,200,000	51	11,100,000	77	15,000,000
26	7,350,000	52	11,250,000		

- 2 If, when it decides the regular salary in the year following the first year of the contract, the University intends to decrease the salary grade from that the person is presently at, the University shall make such a decrease within a scope up to eight (8) salary grades lower than that the person is presently at.
- 3 Notwithstanding the provisions of the preceding two (2) paragraphs, if the University employs a Researcher for whom the University considers it necessary to take specific measures, the University may decide the regular salary of the Researcher separately.

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members)

Article 146 The provisions of Articles 22 to 26, 28, 29, 30, 31 and 34 shall apply mutatis mutandis to the handling of salary during the period when a layoff is ordered, payment of salary, computation of the amount of salary for one hour of work, settlement of fractions, prorated daily calculation, deduction of salary, 50% deduction of regular salary, etc., overtime work allowances, holiday work allowances and special allowances, regarding Researchers.

Section 3 Working hours, holidays, leave, etc. of Researchers working on a full-time basis

(Prescribed working hours and rest time)

Article 147 The prescribed working hours of Researchers working on a full-time basis shall be seven hours forty-five minutes (7h45m) per day and thirty-eight hours and forty-five minutes (38h45m) per week, excluding the rest time.

2 The work-starting time (“WST”), work-ending time (“WET”) and rest time for a Researcher working on a full-time basis shall be as set forth in the following table.

WST/WET		Rest time
WST	8:30	12:00 to 13:00
WET	17:15	

3 If it is necessary for operational reasons, the University may adjust the WST, WET and rest time.

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members)

Article 148 The provisions of Articles 36 to 46 and 48 to 56-2 shall apply mutatis mutandis to the handling of staggered commuting hours, statutory holidays, transfer of holidays, a shift work system shorter than one month, the discretionary labor system for professional work, work in places other than the ordinary place of work, work outside prescribed working hours, Midnight Work, Overtime Work at Time of a Disaster, etc., coming to/leaving from the office, tardiness, early leaving, absences, going out for private reasons, day/night shift, kinds of leave, annual paid leave, carry-over of annual paid leave, a request for annual paid leave, the unit of annual paid leave, sickness leave, a judgment on continuous taking of sickness leave, a special exception, etc. to the maximum number of days of sick leave, the unit of sickness leave, special leave, procedures, etc. for sickness leave and special leave, and prohibition of disadvantageous treatment, regarding Researchers working on a full-time basis.

Section 4 Working hours, holiday, leave, etc. of Researchers working on a part-time basis

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members)

Article 149 The provisions of Articles 57 to 67 shall apply mutatis mutandis to the handling of working hours, holidays, leave, etc. regarding Researchers working on a part-time basis.

Chapter 8 Education and Research Coordination Staff

Section 1 Employment and dismissal

(Pattern of work)

Article 150 The pattern of work of Education and Research Coordination Staff shall be full-time work or part-time work.

(Selection)

Article 151 Education and Research Coordination Staff shall be selected by their respective divisions, etc. in accordance with the teaching staff member selection standards in principle.

(Term of employment contract)

Article 152 An employment contract for an Education and Research Coordination Staff shall be concluded with a fixed term, and the last day of the term shall not, in principle, be beyond the last day of the business year in which the date of the employment contract falls; provided, however, that if the University deems it necessary for its business operations, an employment contract may be concluded within the scope of the period provided for in Article 14 of the Rou-Ki-Hou.

2 The term of an employment contract in cases where the employment contract is renewed by applying mutatis mutandis the provisions of Article 8 shall not exceed five (5) years in total counting from the date of the employment contract which the University commences on or after April 1, 2013 (or, if there is a vacant term provided for in Article 18, Paragraph 2 of the Rou-Kei-Hou, the date of the employment contract which the University commences on or after such vacant term).

3 Notwithstanding the provisions of the preceding paragraph, the term of an employment contract with a person whom the University determines that the provisions of Article 15-2 of the Research and Development Capacity Enhancement Act apply to him/her shall not exceed ten (10) years in total.

4 The provisions of the preceding two (2) paragraphs shall not apply if the University so deems.

5 If the University receives an application by separately specified procedures from an Education and Research Coordination Staff whose employment contract is renewed by applying mutatis mutandis the provisions of Article 8 to convert his/her employment contract to one without a fixed term pursuant to the provisions of Article 18 of the Rou-Kei-Hou, the present employment contract shall be converted to an employment contract without a fixed term on or after the day following the last day of the presently concluded employment contract; provided, however, that the employment contract in this

case shall expire on the first March 31 following the day on which the Education and Research Coordination Staff Researcher becomes seventy (70) years of age.

(Working conditions under an employment contract without a fixed term)

Article 152-2 When the employment contract of a Education and Research Coordination Staff is changed to an employment contract without a fixed term pursuant to the main text of paragraph 5 of Article 152, the initial working conditions for that Education and Research Coordination Staff under such employment contract without a fixed term shall be the same as those stipulated under the immediate previous employment contract, in principle. However, as in the case of the working conditions under an employment contract with a fixed term, the working conditions of a Education and Research Coordination Staff under an employment contract without a fixed term shall be modified for each of the subsequent years. Such working conditions shall be determined based on the progress of the operation, the relevance of the Education and Research Coordination Staff's expertise to the operation, the budget of the Education and Research Coordination Staff's workplace, and other factors.

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members)

Article 153 The provisions of Articles 7, 8 and 10 to 20 shall apply mutatis mutandis to the handling of documents to be submitted for employment, contract renewal, advance notice of expiration of employment contract, the probation period, extension of the probation period, dismissal during the probation period, a change of position, non-application of suspension from work, retirement and dismissal, delivery of a Written Notice of Personnel Transfer, and cases where delivery of a Written Notice is not necessary for Education and Research Coordination Staff.

Section 2 Salary

(Regular salary)

Article 154 The regular salary of an Education and Research Coordination Staff shall be, in his/her place of work, in the amount of the salary grade set forth in the Table of Article 145, Paragraph 1 according to the rated title and age on the last day of the business year during the term of the employment contract (hereinafter referred to in this Article as "Year-end Age").

2 Notwithstanding the provisions of the preceding paragraph, if an Education and Research Coordination Staff who concludes an employment contract covering two (2) business years

or longer reaches a Year-end Age eligible for a salary grade higher than the salary grade which is decided at the time of the execution of the employment contract, he/she may receive the amount of such higher salary grade.

- 3 Notwithstanding the provisions of the preceding two (2) paragraphs, if the University judges, when it decides the regular salary of an Education and Research Coordination Staff, there are specific circumstances, the University may decide the regular salary of the Staff Researcher in the amount of the salary grade within the scope of two (2) grades higher or lower than the salary grade which he/she is eligible for pursuant to the provisions of the preceding two (2) paragraphs.
- 4 Notwithstanding the provisions of the preceding three (3) paragraphs, if the University employs an Education and Research Coordination Staff for whom the University considers it necessary to take specific measures, the University may decide the regular salary of the Staff Researcher separately

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members and Researchers)

Article 155 The provisions of Articles 22 to 26, 28, 29, 30, 31, 34 and 144 shall apply mutatis mutandis to the handling of salary during the period when a layoff is ordered, payment of salary, computation of the amount of salary for one hour of work, settlement of fractions, prorated daily calculation, deduction of salary, 50% deduction of regular salary, etc., overtime work allowances, holiday work allowances, special allowances, and classification, kind, calculation period and pay day of salary, regarding Education and Research Coordination Staff.

Section 3 Working hours, holidays, leave, etc. for Education and Research Coordination Staff working on a full-time basis

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members and Researchers)

Article 156 The provisions of Articles 36 to 39, 41 to 46, 48 to 56-2 and 147 shall apply mutatis mutandis to the handling of staggered commuting hours, statutory holidays, transfer of holidays, a shift working system shorter than one month, work in places other than the ordinary place of work, work outside prescribed working hours, Midnight Work, Overtime Work at Time of a Disaster, etc., coming to/leaving from the office, tardiness, early leaving, absences, going out for private reasons, kinds of leave, annual paid leave, carry-over of annual paid leave, a request for annual paid leave, the unit of annual paid leave, sickness leave, a judgment on continuous taking of sickness leave, a special exception, etc. to the

maximum number of days of sick leave, the unit of sickness leave, special leave, procedures, etc. for sickness leave and special leave, prohibition of disadvantageous treatment, and prescribed working hours and rest time, regarding Education and Research Coordination Staff working on a full-time basis.

Section 4 Working hours, holidays, leave, etc. regarding Education and Research Coordination Staff working on a part-time basis

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members)

Article 157 The provisions of Articles 57 to 67 shall apply mutatis mutandis to the handling of working hours, holidays, leave, etc. regarding Education and Research Coordination Staff working on a part-time basis.

Chapter 9 Special Postdoctoral Researchers

Section 1 Employment and dismissal

(Pattern of work)

Article 158 The pattern of work of Special Postdoctoral Researchers shall be full-time work.

(Employment)

Article 159 A Special Postdoctoral Researcher shall be employed by open recruitment in principle from among persons who have a doctorate and the knowledge and skills necessary for services in which the University intends to have him/her engage.

2 Special Postdoctoral Researchers shall be selected by the Global Career Design Center by two or more of the following methods: documentary screening, paper test and interview.

(Term of employment contract)

Article 160 An employment contract for a Special Postdoctoral Researcher shall be concluded with a fixed term, and the last day of the term shall not, in principle, be beyond the last day of the business year in which the date of the employment contract falls; provided, however, that if the University deems it necessary for its business operations, an employment contract may be concluded within the scope of the period provided for in Article 14 of the Rou-Ki-Hou.

2 The term of an employment contract in cases where the employment contract is renewed

by applying mutatis mutandis the provisions of Article 8 shall not exceed five (5) years in total counting from the date of the employment contract which the University commences on or after April 1, 2013 (or, if there is a vacant term provided for in Article 18, Paragraph 2 of the Rou-Kei-Hou, the date of the employment contract which the University commences on or after such vacant term).

- 3 Notwithstanding the provisions of the preceding paragraph, the term of an employment contract with a person whom the University determines that the provisions of Article 15-2 of the Research and Development Capacity Enhancement Act apply to him/her shall not exceed ten (10) years in total.
- 4 The provisions of the preceding two (2) paragraphs shall not apply if the University so deems.
- 5 If the University receives an application by separately specified procedures from a Special Postdoctoral Researcher whose employment contract is renewed by applying mutatis mutandis the provisions of Article 8 to convert his/her employment contract to one without a fixed term pursuant to the provisions of Article 18 of the Rou-Kei-Hou, the present employment contract shall be converted to an employment contract without a fixed term on or after the day following the last day of the presently concluded employment contract; provided, however, that the employment contract in this case shall expire on the first March 31 following the day on which the Special Postdoctoral Researcher becomes seventy (70) years of age.

(Working conditions under an employment contract without a fixed term)

Article 160-2 When the employment contract of a Special Postdoctoral Researcher is changed to an employment contract without a fixed term pursuant to the main text of paragraph 5 of Article 160, the initial working conditions for that Special Postdoctoral Researcher under such employment contract without a fixed term shall be the same as those stipulated under the immediate previous employment contract, in principle. However, as in the case of the working conditions under an employment contract with a fixed term, the working conditions of a Special Postdoctoral Researcher under an employment contract without a fixed term shall be modified for each of the subsequent years. Such working conditions shall be determined based on the progress of the operation, the relevance of the Special Postdoctoral Researcher's expertise to the operation, the budget of the Special Postdoctoral Researcher's workplace, and other factors.

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members)

Article 161 The provisions of Articles 7, 8 and 10 to 20 shall apply mutatis mutandis to the

handling of documents to be submitted for employment, contract renewal, advance notice of expiration of employment contract, the probation period, extension of the probation period, dismissal during the probation period, a change of position, non-application of suspension from work, retirement and dismissal, delivery of a Written Notice of Personnel Transfer, and cases where delivery of a Written Notice is not necessary for Special Postdoctoral Researchers.

Section 2 Salary

(Classification, kind, calculation period, and pay day of salary)

Article 162 The classification, kind, calculation period and pay day of salary for a Special Postdoctoral Researcher shall be as set forth in the following table:

Salary		Calculation period of salary	Pay day of salary
Classification	Kind		
Base salary	Regular salary	From the first day to the last day of a month	Seventeenth (17th) day of the current month (provided, however, that if the seventeenth (17th) day falls under a holiday set forth in Article 37, Paragraph 1, Item 1 or Item 2 (hereinafter referred to in this paragraph as "Holiday"), the day which is immediately following the seventeenth (17th) day and is not a Holiday)
Allowances	Overtime work allowance Holiday work allowance	From the first day to the last day of a month	Fixed salary pay day of the following month

- 2 The base salary of a Special Postdoctoral Researcher shall be based on his/her monthly salary and shall be paid in the full monthly amount of the month on the salary pay day set forth in the table of the preceding paragraph.
- 3 Notwithstanding the provisions of preceding paragraph, if the University pays any retroactive additional amount as the result of a salary revision, the University may pay such amount prior to the salary pay day, which is specified in the table of Paragraph 1, and immediately subsequent to the revision in question.
- 4 Notwithstanding the provisions of Paragraph 2, if a Special Postdoctoral Researcher requests the payment of his/her regular salary to cover emergency expenses, including for a disaster suffered by the Special Postdoctoral Researcher or a person who is supported by his/her income, as provided for in Article 25 of the Rou-Ki-Hou, the University shall pay wages for already provided labor even prior to the salary pay day specified in the table of Paragraph 1.
- 5 In addition to what is set forth in Paragraph 1 to the preceding paragraph, necessary

matters in connection with the classification, kind, calculation period, pay day or the like of salary shall be specified separately.

(Regular salary)

Article 163 The regular salary of a Special Postdoctoral Researcher shall be 200,000 yen a month.

2 Notwithstanding the provisions of the preceding paragraph, if the University employs a Special Postdoctoral Researcher for whom the University considers it necessary to take specific measures, the University may decide the regular salary of the Special Postdoctoral Researcher separately.

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members)

Article 164 The provisions of Articles 22 to 26, 28, 29, 30 and 31 shall apply mutatis mutandis to the handling of salary during the period when a layoff is ordered, payment of salary, computation of the amount of salary for one hour of work, settlement of fractions, prorated daily calculation, deduction of salary, 50% deduction of regular salary, etc., overtime work allowances and holiday work allowances for Special Postdoctoral Researchers.

Section 3 Working hours, holidays, leave, etc.

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members and Researchers)

Article 165 The provisions of Articles 36 to 46, 48 to 56-2 and 147 shall apply mutatis mutandis to the handling of staggered commuting hours, statutory holidays, transfers of holidays, shift working systems shorter than one month, the discretionary labor system for professional work, work in places other than the ordinary place of work, work outside prescribed working hours, Midnight Work, Overtime Work at Time of a Disaster, etc., coming to/leaving from the office, tardiness, early leaving, absences, going out for private reasons, kinds of leave, annual paid leave, carry-over of annual paid leave, requests for annual paid leave, the unit of annual paid leave, sickness leave, judgments on continuous taking of sickness leave, special exceptions, etc. to the maximum number of days of sick leave, the unit of sickness leave, special leave, procedures, etc. for sickness leave and special leave, prohibition of disadvantageous treatment, and prescribed working hours and rest time for Special Postdoctoral Researchers.

Chapter 10 Education and Research Support Staff members

Section 1 Employment and dismissal

(Pattern of work)

Article 166 The pattern of work of Education and Research Support Staff members shall be full-time work or part-time work.

(Employment)

Article 167 Education and Research Support Staff members shall be employed by open recruitment in principle from among persons who have the knowledge and skills necessary for services in which the University intends to have them engage.

2 Education and Research Support Staff members shall be selected by two or more of the following methods: documentary screening, paper test and interview.

(Term of employment contract)

Article 168 An employment contract for an Education and Research Support Staff member shall be concluded with a fixed term, and the last day of the term shall not, in principle, be beyond the last day of the business year in which the date of the employment contract falls; provided, however, that if the University deems it necessary for its business operations, an employment contract may be concluded within the scope of the period provided for in Article 14 of the Rou-Ki-Hou.

2 The term of an employment contract in cases where the employment contract is renewed pursuant to the provisions of Article 79 shall not exceed five (5) years in total counting from the date of the employment contract which the University commences on or after April 1, 2013 (or, if there is a vacant term provided for in Article 18, Paragraph 2 of the Rou-Kei-Hou, the date of the employment contract which the University commences on or after such vacant term).

3 Notwithstanding the provisions of the preceding paragraph, the term of an employment contract with a person whom the University determines that the provisions of Article 15-2 of the Research and Development Capacity Enhancement Act apply to him/her shall not exceed ten (10) years in total.

4 The provisions of the preceding two (2) paragraphs shall not apply if the University so deems.

5 If the University receives an application by separately specified procedures from an Education and Research Support Staff member whose employment contract is renewed pursuant to the provisions of Article 79 to convert his/her employment contract to one without a fixed term pursuant to the provisions of Article 18 of the Rou-Kei-Hou, the present employment contract shall be converted to an employment contract without a fixed

term on or after the day following the last day of the presently concluded employment contract; provided, however, that the employment contract in this case shall expire on the first March 31 following the day on which the Education and Research Support Staff member becomes sixty-five (65) years of age.

(Working conditions under an employment contract without a fixed term)

Article 168-2 When the employment contract of a Education and Research Support Staff member is changed to an employment contract without a fixed term pursuant to the main text of paragraph 5 of Article 168, the initial working conditions for that Education and Research Support Staff member under such employment contract without a fixed term shall be the same as those stipulated under the immediate previous employment contract, in principle. However, as in the case of the working conditions under an employment contract with a fixed term, the working conditions of a Education and Research Support Staff member under an employment contract without a fixed term shall be modified for each of the subsequent years. Such working conditions shall be determined based on the progress of the operation, the relevance of the Education and Research Support Staff member's expertise to the operation, the budget of the Education and Research Support Staff member's workplace, and other factors.

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members and Hospital Assistant Professors)

Article 169 The provisions of Articles 7, 10 to 20 and 79 shall apply mutatis mutandis to the handling of documents to be submitted for employment, contract renewal, advance notice of expiration of employment contract, the probation period, extension of the probation period, dismissal during the probation period, change of position, non-application of suspension from work, retirement and dismissal, delivery of a Written Notice of Personnel Transfer, and cases where delivery of a Written Notice is not necessary for Education and Research Support Staff members.

Section 2 Salary

(Regular salary)

Article 170 The regular salary of an Education and Research Support Staff member shall be in the amount of the salary grade set forth in the following table according to the rated title and age on the last day of the business year during the term of the employment contract (hereinafter referred to in this Article as "Year-end Age" or "YEA").

Salary grade	Year-end Age (YEA)	Amount of regular salary	
		Full-time work (monthly pay)	Part-time work (hourly pay)

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1	—	211,000 yen	865 yen
2	—	241,000 yen	951yen
3	YEA<24	271,000 yen	1,081 yen
4	24≤YEA<26	301,000 yen	1,211 yen
5	26≤YEA<29	331,000 yen	1,341 yen
6	29≤YEA< 32	361,000 yen	1,472 yen
7	32≤YEA< 35	391,000 yen	1,602 yen
8	35≤YEA< 61	420,000 yen	1,727 yen
9	—	450,000 yen	1,857 yen
10	—	480,000 yen	1,987 yen
11	—	510,000 yen	2,117 yen
—	61≤YEA	361,000 yen	1,472 yen

- 2 Notwithstanding the provisions of the preceding paragraph, if an Education and Research Support Staff member who concludes an employment contract covering two (2) business years or longer reaches a Year-end Age eligible for a salary grade higher than the salary grade which is decided at the time of the execution of the employment contract, the member may receive the amount of such higher salary grade.
- 3 Notwithstanding the provisions of the preceding two (2) paragraphs, if the University judges, when it decides the regular salary of an Education and Research Support Staff member, there are specific circumstances, the University may decide the regular salary of the Staff member at the amount of the salary grade within the scope of two (2) grades higher or lower than the salary grade which he/she is eligible for pursuant to the provisions of the preceding two (2) paragraphs.
- 4 Notwithstanding the provisions of the preceding three (3) paragraphs, if the University employs an Education and Research Support Staff member for whom the University considers it necessary to take specific measures, the University may decide the regular salary of the Staff member separately.

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members and Researchers)

Article 171 The provisions of Articles 22 to 26, 28, 29, 30, 31, 34 and 144 shall apply mutatis mutandis to the handling of salary during the period when a layoff is ordered, payment of salary, computation of the amount of salary for one hour of work, settlement of fractions, the prorated daily calculation, deduction of salary, 50% deduction of regular salary, etc., overtime work allowances, holiday work allowances, special allowances, the classification, kind, calculation period and pay day of salary for Education and Research Support Staff members.

Section 3 Working hours, holidays, rest time, etc. for Education and Research Support Staff members working on a full-time basis

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members and Researchers)

Article 172 The provisions of Articles 36 to 39, 41 to 46, 48 to 56-2 and 147 shall apply mutatis mutandis to the handling of staggered commuting hours, statutory holidays, transfers of holidays, shift working systems shorter than one month, work in places other than the ordinary place of work, work outside prescribed working hours, Midnight Work, Overtime Work at Time of a Disaster, etc., coming to/leaving from the office, tardiness, early leaving, absences, going out for private reasons, kinds of leave, annual paid leave, carry-over of annual paid leave, requests for annual paid leave, the unit of annual paid leave, sickness leave, judgments on continuous taking of sickness leave, special exceptions, etc. to the maximum number of days of sick leave, the unit of sickness leave, special leave, procedures, etc. for sickness leave and special leave, prohibition of disadvantageous treatment, and prescribed working hours and rest time, for Education and Research Support Staff members working on a full-time basis.

Section 4 Working hours, holidays, leave, etc. for Education and Research Support Staff members working on a part-time basis

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members)

Article 173 The provisions of Articles 57 to 67 shall apply mutatis mutandis to the handling of working hours, holidays, leave, etc. for Education and Research Support Staff members working on a part-time basis.

Chapter 11 Hospital Practice Doctors

Section 1 Employment and dismissal

(Pattern of work)

Article 174 The pattern of work of Hospital Practice Doctors shall be full-time work.

(Title)

Article 175 The title of Hospital Practice Doctors shall be medical practitioner or dental practitioner.

(Selection)

Article 176 Hospital Practice Doctors shall be selected by the Hospital Director based on the approval of the Hospital Administration Meeting.

- 2 Hospital Practice Doctors shall be selected from among persons who have completed the advanced clinical training provided for in the Medical Practitioners' Act or the Dental Practitioners' Act (including those who are judged by the Director to have completed advanced clinical training).

(Term of employment contract)

Article 177 An employment contract for a Hospital Practice Doctor shall be concluded with a fixed term which is within the scope of the period provided for in Article 14 of the Rou-Ki-Hou.

- 2 If the University receives an application by separately specified procedures from a Hospital Practice Doctor whose employment contract is renewed by applying mutatis mutandis the provisions of Article 8 to convert his/her employment contract to one without a fixed term pursuant to the provisions of Article 18 of the Rou-Kei-Hou, the present employment contract shall be converted to an employment contract without a fixed term on or after the day following the last day of the presently concluded employment contract; provided, however, that the employment contract in this case shall expire on the first March 31 following the day on which the Hospital Practice Doctor becomes seventy (70) years of age.

(Working conditions under an employment contract without a fixed term)

Article 177-2 When the employment contract of a Hospital Practice Doctor is changed to an employment contract without a fixed term pursuant to the main text of paragraph 2 of Article 177, the initial working conditions for that Hospital Practice Doctor under such employment contract without a fixed term shall be the same as those stipulated under the immediate previous employment contract, in principle. However, as in the case of the working conditions under an employment contract with a fixed term, the working conditions of a Hospital Practice Doctor under an employment contract without a fixed term shall be modified for each of the subsequent years. Such working conditions shall be determined based on the progress of the operation, the relevance of the Hospital Practice Doctor's expertise to the operation, the budget of the Hospital Practice Doctor's workplace, and other factors.

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members)

Article 178 The provisions of Articles 7, 8 and 10 to 20 shall apply mutatis mutandis to the handling of documents to be submitted for employment, contract renewal, advance notice of expiration of employment contract, the probation period, extension of the probation period, dismissal during the probation period, change of position, non-application

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of suspension from work, retirement and dismissal, delivery of a Written Notice of Personnel Transfer, and cases where delivery of a Written Notice is not necessary for Hospital Practice Doctors.

Section 2 Salary

(Classification, kind, calculation period and pay day of salary)

Article 179 The classification, kind, calculation period and pay day of salary for a Hospital Practice Doctor shall be as set forth in the following table:

Salary		Salary calculation period	Pay day of salary
Classification	Kind		
Base salary	Regular salary	From the first day to the last day of a month	Seventeenth (17th) day of the current month (or, in the case of a dental practitioner, the following month) (provided, however, that if the seventeenth (17th) day falls under a holiday set forth in Article 37, Paragraph 1, Item 1 or Item 2 (hereinafter referred to in this paragraph as "Holiday"), the day which is immediately following the seventeenth (17th) day and is not a Holiday)
Allowances	Special work allowance Overtime work allowance Holiday work allowance Day/night duty allowance	From the first day to the last day of a month	Fixed salary pay day of the following month
Achievement allowances	Year-end allowance	Period within 6 months prior to the start date of reckoning set forth in Article 181	June 30 and December 10 (or 2 days before if the day is Sunday and one day before if the day is Saturday)
	Special allowance	From the first day to the last day of a year	Fixed salary pay day of March of the current year

- 2 The base salary of a Hospital Practice Doctor shall be based on his/her monthly salary and shall be paid in the full monthly amount of the month (or, in the case of a dental practitioner, the previous month) on the salary pay day set forth in the table of the preceding paragraph.
- 3 Notwithstanding the provisions of the preceding paragraph, if the University pays any retroactive additional amount as the result of a salary revision, the University may pay such amount prior to the salary pay day which is specified in the table of Paragraph 1 and immediately subsequent to the revision in question.

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4 Notwithstanding the provisions of Paragraph 2, if a Hospital Practice Doctor requests the payment of his/her regular salary to cover emergency expenses, including for a disaster suffered by the Hospital Practice Doctor or a person who is supported by his/her income, as provided for in Article 25 of the Rou-Ki-Hou, the University shall pay wages for already provided labor even prior to the salary pay day specified in the table of Paragraph 1.

5 In addition to what is set forth in Paragraph 1 to the preceding paragraph, necessary matters in connection with the classification, kind, calculation period, pay day or the like of salary shall be specified separately.

(Regular salary)

Article 180 The regular salary of a Hospital Practice Doctor shall be in the amount set forth in the amount of regular salary column of the following table according to the title and the number of years of experience of the person after the acquisition of a medical practitioner's license or dental practitioner's license as of the last day of the year previous to the business year in question during the term of the employment contract as specified in said table (years of experience shorter than one year shall be cut off; hereinafter referred to as "Number of Years of Experience at Previous Year-end" or "YoE") in this Article and the Article 181 Paragraph 2).

Title	YoE	Amount of regular salary
Medical practitioner	YoE<5	273,000 yen
	5≤YoE<10	282,000 yen
	10≤YoE	285,000 yen
Dental practitioner	YoE<5	228,000 yen
	5≤YoE	238,000 yen

(Special work allowance)

Article 180-2 A special work allowance shall be paid to a Hospital Practice Doctor who engages in substantially dangerous or difficult work or other substantially special work that requires special treatment from a salary point of view, in cases where it is considered inappropriate to compensate for such work by his/her regular salary because of the specialty of his/her work.

2 The names of, eligible staff members for, content of work covered under, and classifications and amounts of payment of special work allowances shall be as specified in the following table.

Name of allowance	Eligible staff members	Content of work	Classification/ amount of payment
(1)Radiation handling allowance	Hospital Practice Doctors engaging in radiation handling services	Radiation handling services in controlled areas (exposure: 100 microsieverts or greater a month)	One day 230 yen

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(2) University teaching staff member midnight and urgent services allowance		Services engaged in during the midnight hours and urgently for responding to an incident or accident in which a student is involved or to a malfunction, etc. of equipment which is installed in a Joint Education and Research Facility on Campus and made available for use for all internal joint usage	One case	5,000 yen
(3) Additional practice allowance	a. Hospital Practice Doctors engaging in delivery services	Delivery services for delivery on holidays or during the time from 5:00 p.m. to 8:30 a.m. of the following day on days other than holidays	One time	20,000 yen
	b. Hospital Practice Doctors working in the operation department, the advanced emergency medical service center, the intensive care unit or the surgical intensive care unit	Practice services at night and on holidays during the prescribed working hours	One time	20,000 yen (including night premium wages if the practice services are performed during the midnight hours)
(3) Doctor-Heli on-board allowance	Hospital Practice Doctors working at a hospital	Emergency medical care services on board Doctor-Helis (helicopters equipped with medical devices for emergency medical care, including fire-fighting and disaster prevention helicopters of the Hiroshima Prefecture Doctor Helicopter Project) and other practice services	One time	5,000 yen

3 In addition to what is set forth in the preceding two (2) paragraphs, matters necessary for the payment of special work allowances shall be specified separately.

(Year-end allowance)

Article 181 A year-end allowance shall be paid to a Hospital Practice Doctor on June 1 and December 1, respectively, who is employed on such days (hereinafter referred to as the “Base Date” in this Article).

2 The amount of payment of the year-end allowance shall be the amount obtained by multiplying the amount set forth in the amount of payment column in the following Table (1), according to the title and the Number of Years of Experience at Previous Year-end (“YoE”) of the person, by the payment rate, which is based on the number of months of employment (“MoE”) during the period six (6) months prior to the Base Date and is specified in Table (2) corresponding to the classification set forth in the employment period

column in said Table.

Table (1): Amount of payment by title

Title	YoE	Amount of payment	
		June	December
Medical practitioner	YoE<5	220,000 yen	220,000 yen
	5≤YoE<10	245,000 yen	245,000 yen
	10≤YoE	250,000 yen	250,000 yen
Dental practitioner	—	100,000 yen	100,000 yen

Table (2): Payment rate by employment period

MoE	Payment rate by employment period
6	1.00
5≤MoE<6	0.80
3≤MoE<5	0.60
MoE<3	0.30

- 3 Notwithstanding the provisions of the preceding paragraph, the amount of payment of the year-end allowance of a Hospital Practice Doctor whose regular salary is cut by fifty percent (50%) as of the Base Date shall be the amount obtained by multiplying 0.50 by the amount obtained pursuant to the provisions of the preceding paragraph.
- 4 A year-end allowance shall not be paid to a Hospital Practice Doctor who falls under any of the following items:
 - (1) Person on suspension from work due to disciplinary punishment as of the Base Date;
 - (2) Person who is forced to stop working as of the Base Date;
 - (3) Person on childcare leave as of the Base Date who did not work during the period of six (6) months prior to the Base Date (including during the period of annual paid leave, sickness leave, or special leave).
 - (4) Person who was sentenced to a punishment severer than imprisonment during the period of six (6) months prior to the Base Date.
- 5 Notwithstanding the provisions of Paragraph 1 to the preceding paragraph, a year-end allowance shall not be paid or the payment thereof shall be suspended temporarily to a Hospital Practice Doctor for whom it is considered suitable not to pay the year-end allowance or to suspend the payment thereof temporarily.
- 6 Notwithstanding the provisions of Paragraph 1 of the preceding paragraph, matters necessary for the payment of year-end allowances shall be specified separately.

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members and Hospital Assistant Professors)

Article 182 The provisions of Articles 23, 25, 26, 28, 29, 30, 31, 33, 34, 94 and 95 shall apply mutatis mutandis to the handling of payment of salary, settlement of fractions, the prorated daily calculation, deduction of salary, 50% deduction of regular salary, overtime work allowances, holiday work allowances, day/night duty allowances, special allowances,

salary during the period when a layoff is ordered, and computation of the amount of salary for one hour of work for Hospital Practice Doctors.

Section 3 Working hours, holidays, leave, etc.

(Prescribed working hours and rest time)

Article 183 The prescribed working hours of Hospital Practice Doctors shall be seven hours forty-five minutes (7h45m) per day and thirty-eight hours and forty-five minutes (38h45m) per week, excluding the rest time.

2 The work-starting time (“WST”), work-ending time (“WET”) and rest time for a Hospital Practice Doctor shall be as set forth in the following table.

WST/WET		Rest time
WST	8:30	12:00 to 12:45
WET	17:00	

3 If it is necessary for operational reasons, the University may adjust the WST, WET and rest time.

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members and Hospital Assistant Professors)

Article 184 The provisions of Articles 36 to 38, 41 to 56-2 and 108 shall apply mutatis mutandis to the handling of staggered commuting hours, statutory holidays, transfers of holidays, work in places other than the ordinary place of work, work outside prescribed working hours, Midnight Work, Overtime Work at Time of a Disaster, etc., coming to/leaving from the office, tardiness, early leaving, absences, going out for private reasons, day/night shift, kinds of leave, annual paid leave, carry-over of annual paid leave, requests for annual paid leave, the unit of annual paid leave, sickness leave, judgments on continuous taking of sickness leave, special exceptions, etc. to the maximum number of days of sick leave, the unit of sickness leave, special leave, procedures, etc. for sickness leave and special leave, prohibition of disadvantageous treatment, and shift work systems shorter than one month for Hospital Practice Doctors.

Chapter 12 Hospital Doctors-in-training

Section 1 Employment and dismissal

(Pattern of work)

Article 185 The pattern of work of Hospital Doctors-in-training shall be full-time work.

(Title)

Article 186 The title of Hospital Doctors-in-training shall be Medical doctors-in-training,

Medical doctors-in-training under Acquaintanceship, Dentists-in-training or Dentists-in-training under Acquaintanceship.

(Selection)

Article 187 Hospital Doctors-in-training shall be selected by the Director based on the approval of the Hospital Administration Meeting.

2 Hospital Doctors-in-training shall be selected from among persons who desire to receive advanced clinical training based on the clinical training program developed by the hospital (hereinafter referred to as “Advanced Clinical Training”).

(Term of employment contract)

Article 188 An employment contract for a Hospital Doctor-in-training shall be concluded with a fixed term which is shorter than two (2) business years in the case of a Medical doctors-in-training or Medical doctors-in-training under Acquaintanceship and one business year in the case of a Dentists-in-training or Dentists-in-training under Acquaintanceship.

2 If the University receives an application by separately specified procedures from a Hospital Doctor-in-training whose employment contract is renewed by applying mutatis mutandis the provisions of Article 8 to convert his/her employment contract to one without a fixed term pursuant to the provisions of Article 18 of the Rou-Kei-Hou, the present employment contract shall be converted to an employment contract without a fixed term on or after the day following the last day of the presently concluded employment contract; provided, however, that the employment contract in this case shall expire on the first March 31 following the day on which the Hospital Doctor-in-training becomes seventy (70) years of age.

(Working conditions under an employment contract without a fixed term)

Article 188-2 When the employment contract of a Hospital Doctors-in-training is changed to an employment contract without a fixed term pursuant to the main text of paragraph 2 of Article 188, the initial working conditions for that Hospital Doctors-in-training under such employment contract without a fixed term shall be the same as those stipulated under the immediate previous employment contract, in principle. However, as in the case of the working conditions under an employment contract with a fixed term, the working conditions of a Hospital Doctors-in-training under an employment contract without a fixed term shall be modified for each of the subsequent years. Such working conditions shall be determined based on the progress of the operation, the relevance of the Hospital Doctors-in-training’s expertise to the operation, the budget of the Hospital Doctors-in-training’s workplace, and other factors.

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members)

Article 189 The provisions of Articles 7, 8 and 10 to 20 shall apply mutatis mutandis to the handling of documents to be submitted for employment, contract renewal, advance notice of expiration of employment contract, the probation period, extension of the probation period, dismissal during the probation period, change of position, non-application of suspension from work, retirement and dismissal, delivery of a Written Notice of Personnel Transfer, and cases where delivery of a Written Notice is not necessary for Hospital Doctors-in-training.

Section 2 Salary

(Classification, kind, calculation period and pay day of salary)

Article 190 The classification, kind, calculation period and pay day of salary for a Hospital Doctor-in-training shall be as set forth in the following table.

Salary		Salary calculation period	Pay day of salary	
Classification	Kind			
Base salary	Regular salary	From the first day to the last day of a month	Seventeenth (17th) day of the current month (or, in the case of a dental practitioner, the following month) (provided, however, that if the seventeenth (17th) day falls under a holiday set forth in Article 37, Paragraph 1, Item 1 or Item 2 (hereinafter referred to in this paragraph as “Holiday”), the day which is immediately following the seventeenth (17th) day and is not a Holiday)	
Allowances	Special allowance			work
	Overtime allowance			work
	Holiday allowance			work
	Day/night allowance			duty
	Training incentive allowance			

- 2 The base salary of a Hospital Doctor-in-training shall be based on his/her monthly salary and shall be paid in the full monthly amount of the previous month on the salary pay day set forth in the table of the preceding paragraph.
- 3 Notwithstanding the provisions of the preceding paragraph, if the University pays any retroactive additional amount as the result of a salary revision, the University may pay such amount prior to the salary pay day which is specified in the table of Paragraph 1 and immediately subsequent to the revision in question.
- 4 Notwithstanding the provisions of Paragraph 2, if a Hospital Doctor-in-training requests the payment of his/her regular salary to cover emergency expenses, including for a disaster suffered by the Hospital Doctor-in-training or a person who is supported by his/her income, as provided for in Article 25 of the Rou-Ki-Hou, the University shall pay wages for already provided labor even prior to the salary pay day specified in the table of Paragraph 1.

5 In addition to what is set forth in Paragraph 1 to the preceding paragraph, necessary matters in connection with the classification, kind, calculation period, pay day or the like of salary shall be specified separately.

(Regular salary)

Article 191 The regular salary for a Hospital Doctor-in-training shall be 231,000 yen a month in the case of a Medical doctors-in-training or Medical doctors-in-training under Acquaintanceship and 151,000 yen in the case of a Dentists-in-training or Dentists-in-training under Acquaintanceship.

(Training incentive allowance)

Article 192 The University shall pay a training incentive allowance to encourage the acquisition of advanced and diversified practice capabilities for the completion of Advanced Clinical Training, the amount of which is 100,000 yen a month to a Medical doctors-in-training (excluding a person who is in the first year of Advanced Clinical Training) and 50,000 yen a month to a Dentists-in-training; provided, however, that a training incentive allowance shall not be paid to a person who falls under any of the following items:

- (1) Person who does not participate in Advanced Clinical Training on all days of a month;
- (2) Person temporarily transferred to the key role set forth in Article 3 of the Hiroshima University Regulations for Temporary Loan of Hospital Residents (Rule No. 70 of March 22, 2007; hereinafter referred to as “Doctors-in-training Temporary Transfer Rules”);
- (3) Any other person whom the Director deems it inappropriate to pay him/her a training incentive allowance, including a person who is unable to complete Advanced Clinical Training within the prescribed period.

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members, Hospital Assistant Professors and Hospital Practice Doctors)

Article 193 The provisions of Articles 22, 23, 25, 26, 28, 29, 30, 31, 33, 95 and 180-2 shall apply mutatis mutandis to the handling of salary during the period when a layoff is ordered, payment of salary, settlement of fractions, the prorated daily calculation, deduction of salary, 50% deduction of regular salary, overtime work allowances, holiday work allowances, day/night duty allowances, computation of the amount of salary for one hour of work, and special work allowances for Hospital Doctors-in-training.

Section 3 Working hours, holidays, leave, etc.

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(Prescribed working hours and rest time)

Article 194 The prescribed working hours of Hospital Doctors-in-training shall be seven hours forty-five minutes (7h45m) per day and thirty-eight hours and forty-five minutes (38h45m) per week, excluding the rest time.

2 The work-starting time (“WST”), work-ending time (“WET”) and rest time for a Hospital Doctor-in-training shall be as set forth in the following table.

WST/WET		Rest time
WST	8:30	12:00 to 12:45
WET	17:00	

3 If it is necessary for operational reasons, the University may adjust the WST, WET and rest time.

(Annual paid leave)

Article 195 The number of days of annual paid leave to be granted to newly employed Hospital Doctors-in-training shall be as listed in the granted number of days (“GND”) column in the following table (hereinafter referred to as the “Base Number of Days” in this Article) for one year (April 1 to March 31 of the following year; the same applies hereinafter) according to the month of employment (“MOE”).

MOE	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
GND	15	14	13	12	11	10	8	6	4	3	2	1

2 With respect to annual paid leave to be granted to Hospital Doctors-in-training who have been continuously employed as of April 1 (hereinafter referred to as the “Base Date” in this Section), the University shall grant twenty (20) days for one year on the Base Date in principle.

3 Notwithstanding the provisions of Paragraph 1, in cases where a Hospital Doctor-in-training who resigns from a hospital to execute a training program at a cooperative-type hospital or cooperative-type facility set forth in Article 3 of the Doctors-in-training Temporary Transfer Rules (hereinafter referred to as “Cooperative-type Hospital, etc.”) and is employed as a Hospital Doctor-in-training again after the completion of the training program at the Cooperative-type Hospital, etc. in question, the Hospital Doctor-in-training in question may carry-over the remaining number of days of annual paid leave before the employment in question granted to him/her as a Hospital Doctor-in-training (if he/she obtained holidays at the Cooperative-type Hospital, etc. which were similar to the annual paid leave granted, the number of days obtained by deducting the number of holidays; the same applies hereinafter); provided, however, that if the remaining number of days of annual paid leave is less than the Base Number of Days, the number of days of annual paid leave to be granted to him/her upon the above-mentioned re-employment shall be the Base Number of Days.

4 If, in the case of the preceding paragraph, the period of the training program at the

Cooperative-type Hospital, etc., from its commencement to completion, extends into the second year, the Hospital Doctor-in-training may carry over the remaining number of days of annual paid leave before the employment in question granted to him/her as a Hospital Doctor-in-training (or twenty (20) days if such number of days exceeds twenty (20) days) together with the number of days which would have been granted if he/she would have been continuously employed as of the Base Date.

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members and Hospital Assistant Professors)

Article 196 The provisions of Articles 36 to 38, 41 to 48, 50 to 56-2 and 108 shall apply mutatis mutandis to the handling of staggered commuting hours, statutory holidays, transfers of holidays, work in places other than the ordinary place of work, work outside prescribed working hours, Midnight Work, Overtime Work at Time of a Disaster, etc., coming to/leaving from the office, tardiness, early leaving, absences, going out for private reasons, day/night shift, kinds of leave, carry-over of annual paid leave, requests for annual paid leave, the unit of annual paid leave, sickness leave, judgments on continuous taking of sickness leave, special exceptions, etc. to the maximum number of days of sick leave, the unit of sickness leave, special leave, procedures, etc. for sickness leave and special leave, prohibition of disadvantageous treatment, and shift work systems shorter than one month for Hospital Doctors-in-training.

2 When applying mutatis mutandis the provisions of Articles 55 pursuant to the provisions of the preceding paragraph, “one calendar year” in Article 55 shall be replaced with “within one year”.

Chapter 13 Hospital Doctors on Night/holiday Shift

Section 1 Employment and dismissal

(Pattern of work)

Article 197 The pattern of work of Hospital Doctors on Night/holiday Shift shall be part-time work.

(Title)

Article 198 The title of Hospital Doctors on Night/holiday Shift shall be Doctor on Night/holiday Shift.

(Duties)

Article 199 Duties of the persons set forth in Article 3, Paragraph 2, Item 12 (a) shall be to

engage in day/night shift in a hospital ward, to respond to sudden changes in symptoms of hospitalized patients of respective medical care units, etc. and to patrol the hospital ward.

- 2 Duties of the persons set forth in Article 3, Paragraph 2, Item 12 (b) shall be, in the case of anesthesiologists, to engage in anesthesiologic practice in anesthetic/pain therapy, at the advanced life-saving center or in the intensive-care unit and, in the case of other medical doctors, to engage in practice at the advanced life-saving center or in the intensive-care unit.

(Selection)

Article 200 Hospital Doctors on Night/holiday Shift shall be selected by the Hospital Director based on the approval of the Hospital Administration Meeting.

- 2 Hospital Doctors on Night/holiday Shift shall be selected from among persons who have completed the Advanced Clinical Training provided for in the Medical Practitioners' Act or the Dental Practitioners' Act (including those who are judged by the Director to have completed Advanced Clinical Training).

- 3 If a person who is selected pursuant to the provisions of the preceding paragraph is a student of the graduate school, the consent of the graduate school in question to which he/she belongs or of the teaching staff member who is in charge of the guidance of the student is required in advance.

(Term of employment contract)

Article 201 An employment contract for a Hospital Doctor on Night/holiday Shift shall be concluded with a fixed term, and the last day of the term shall not, in principle, be beyond the last day of the business year in which the date of the employment contract falls.

- 2 If the University receives an application by separately specified procedures from a Hospital Doctor on Night/holiday Shift whose employment contract is renewed by applying *mutatis mutandis* the provisions of Article 8 to convert his/her employment contract to one without a fixed term pursuant to the provisions of Article 18 of the Rou-Kei-Hou, the present employment contract shall be converted to an employment contract without a fixed term on or after the day following the last day of the presently concluded employment contract; provided, however, that the employment contract in this case shall expire on the first March 31 following the day on which the Hospital Doctor on Night/holiday Shift becomes seventy (70) years of age.

(Working conditions under an employment contract without a fixed term)

Article 201-2 When the employment contract of a Hospital Doctors on Night/holiday Shift is changed to an employment contract without a fixed term pursuant to the main text of

paragraph 2 of Article 201, the initial working conditions for that Hospital Doctors on Night/holiday Shift under such employment contract without a fixed term shall be the same as those stipulated under the immediate previous employment contract, in principle. However, as in the case of the working conditions under an employment contract with a fixed term, the working conditions of a Hospital Doctors on Night/holiday Shift under an employment contract without a fixed term shall be modified for each of the subsequent years. Such working conditions shall be determined based on the progress of the operation, the relevance of the Hospital Doctors on Night/holiday Shift's expertise to the operation, the budget of the Hospital Doctors on Night/holiday Shift's workplace, and other factors.

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members)

Article 202 The provisions of Articles 7, 8 and 10 to 20 shall apply mutatis mutandis to the handling of documents to be submitted for employment, contract renewal, advance notice of expiration of employment contract, the probation period, extension of the probation period, dismissal during the probation period, change of position, non-application of suspension from work, retirement and dismissal, delivery of a Written Notice of Personnel Transfer, and cases where delivery of a Written Notice is not necessary for Hospital Doctors on Night/holiday Shift.

Section 2 Salary

(Amount,, calculation period and pay day, etc. of salary)

Article 203 The salary for a Hospital Doctor on Night/holiday Shift shall be 20,000 yen for the labor of one shift set forth in Article 205 (including night premium).

2 The salary shall be paid in the amount obtained by multiplying the amount set forth in Paragraph 1 by the number of times of work from the first day to the last day of a month on the seventeenth (17th) day of the following month (provided, however, that if the seventeenth (17th) day falls under a holiday set forth in Article 37, Paragraph 1, Item 1 or Item 2 (hereinafter referred to in this paragraph as "Holiday"), the day which is immediately following the seventeenth (17th) day and is not a Holiday

3 Notwithstanding the provisions of the preceding paragraph, if the University pays any retroactive additional amount as the result of a salary revision, the University may pay such amount prior to the salary pay day which is specified in the table of Paragraph 1 and immediately subsequent to the revision in question.

4 Notwithstanding the provisions of Paragraph 2, if a Hospital Doctor on Night/holiday Shift requests the payment of his/her regular salary to cover emergency expenses, including for a disaster suffered by the Hospital Doctor on Night/holiday Shift or a person who is

supported by his/her income, as provided for in Article 25 of the Rou-Ki-Hou, the University shall pay wages for already provided labor even prior to the salary pay day specified in the table of Paragraph 1.

- 5 In addition to what is set forth in Paragraph 1 to the preceding paragraph, necessary matters in connection with the classification, kind, calculation period, pay day or the like of salary shall be specified separately.

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members)

Article 204 The provisions of Article 23 shall apply mutatis mutandis to the handling of salary for Hospital Doctors on Night/holiday Shift.

Section 3 Working hours and leave

(Work starting/ending time and rest time, etc.)

Article 205 Work starting time (“WST”) and work ending time (“WET”) and rest time, etc. for Hospital Doctors on Night/holiday Shift shall be as set forth in the following table:

Classification of work	WST and WET	Rest time, etc.
Night shift of a person set forth in Article 3, Paragraph 2, Item 12 (a)	WST 17:00 WET 8:30 of the following day	Time for meal and nap ranging from 6 to 7 hours is granted between the times in the column on the left.
Day shift of a person set forth in Article 3, Paragraph 2, Item 12 (a)	WST 8:30 WET 17:00	Meal time of 45 minutes is granted between the times in the column on the left.
Night shift of a person set forth in Article 3, Paragraph 2, Item 12 (b)	WST 15:45 WET 8:45 of the following day	Rest time: 19:00 to 19:30 23:00 to 23:30 and 4:00 to 4:30
Work of a person set forth in Article 3, Paragraph 2, Item 12 (b) on daytime of holidays	WST 8:30 WET 17:00	Rest time: 12:00 to 12:45

(Work days)

Article 206 Work days of Hospital Doctors on Night/holiday Shift shall be specified for each Hospital Doctor on Night/holiday Shift individually and notified to them in advance.

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members)

Article 207 The provisions of Articles 45, 46, 50 to 52, 58, 59 and 61 to 66-2 shall apply mutatis mutandis to the handling of coming to/leaving from the office, tardiness, early leaving, absences, going out for private reasons, carry-over of annual paid leave, requests for annual paid leave, the unit of annual paid leave, statutory holidays, transfers of work

days, kinds of leave, annual paid leave, special exceptions to granting of annual paid leave, special paid leave, special unpaid leave, procedures, etc. for special paid leave and special unpaid leave, and prohibition of disadvantageous treatment for Hospital Doctors on Night/holiday Shift.

Chapter 14 Contracted Teachers

Section 1 Employment and dismissal

(Pattern of work)

Article 207-2 The pattern of work of Contracted Teachers shall be full-time work or part-time work.

(Selection)

Article 207-3 Contracted Teachers shall be selected by two or more methods from among the following: documentary screening, paper test and interview.

(Term of employment contract)

Article 207-4 An employment contract for a Contracted Teacher shall be concluded with a fixed term, and the last day of the term shall not, in principle, be beyond the last day of the business year in which the date of the employment contract falls; provided, however, that if the University deems it necessary for its business operations, the employment contract may be concluded within the scope of the period provided for in Article 14 of the Rou-Ki-Hou.

2 The term of an employment contract in cases where the employment contract is renewed pursuant to the provisions of Article 79 shall not exceed five (5) years in total counting from the date of the employment contract which the University commences on or after April 1, 2013 (or, if there is a vacant term provided for in Article 18, Paragraph 2 of the Rou-Kei-Hou, the date of the employment contract which the University commences on or after such vacant term); provided, however, that this shall not apply if the University so deems.

3 If the University receives an application by separately specified procedures from a Contracted Teacher whose employment contract is renewed pursuant to the provisions of Article 79 to convert his/her employment contract to one without a fixed term pursuant to the provisions of Article 18 of the Rou-Kei-Hou, the present employment contract shall be converted to an employment contract without a fixed term on or after the day following the last day of the presently concluded employment contract; provided, however, that the employment contract in this case shall expire on the first March 31 following the day on which the Contracted Teacher in question becomes sixty-five (65) years of age.

(Working conditions under an employment contract without a fixed term)

Article 207-4-2 When the employment contract of a Contracted Teacher is changed to an employment contract without a fixed term pursuant to the main text of paragraph 3 of Article 207-4, the initial working conditions for that Contracted Teacher under such employment contract without a fixed term shall be the same as those stipulated under the immediate previous employment contract, in principle. However, as in the case of the working conditions under an employment contract with a fixed term, the working conditions of a Contracted Teacher under an employment contract without a fixed term shall be modified for each of the subsequent years. Such working conditions shall be determined based on the progress of the operation, the relevance of the Contracted Teacher’s expertise to the operation, the budget of the Contracted Teacher’s workplace, and other factors.

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members and Hospital Assistant Professors)

Article 207-5 The provisions of Articles 7, 10 to 20 and 79 shall apply mutatis mutandis to the handling of documents to be submitted for employment, contract renewal, advance notice of expiration of employment contract, the probation period, extension of the probation period, dismissal during the probation period, change of position, non-application of suspension from work, retirement and dismissal, delivery of a Written Notice of Personnel Transfer, and cases where delivery of a Written Notice is not necessary, regarding Contracted Teachers.

Section 2 Salary

(Classification, kind, calculation period and pay day of salary)

Article 207-6 The classification, kind, calculation period and pay day of salary for a Contracted Teacher shall be as set forth in the following table.

Salary		Salary calculation period	Pay day of salary
Classification	Kind		
Base salary	Regular salary	From the first day to the last day of a month	Seventeenth (17th) day of the current month (or, in the case of a Contracted Teacher working on a part-time basis, the following month) (provided, however, that if the seventeenth (17th) day falls under a holiday set forth in Article 37, Paragraph 1, Item 1 or Item 2 (hereinafter referred to in this paragraph as “Holiday”), the day which is immediately following the

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			seventeenth (17th) day and is not a Holiday)
Allowances	Additional service allowance Special work allowance Overtime work allowance Holiday work allowance	From the first day to the last day of a month	Fixed salary pay day of the following month
Achievement allowance	Special allowance	From the first day to the last day of a year	Fixed salary pay day of March of the current year

2 The base salary of a Contracted Teacher working on a full-time basis shall be based on his/her monthly salary and shall be paid in the full monthly amount on the salary pay day set forth in the table of the preceding paragraph.

3 The base salary of a Contracted Teacher working on a part-time basis shall be based on his/her hourly salary and shall be paid in the amount obtained by multiplying the amount of the regular salary set forth in the next Article by the number of working hours during the salary calculation period set forth in the table of Paragraph 1 on the salary pay day set forth in said table.

4 If there is any fraction of time (“FOT”) in the number of working hours during the salary calculation period set forth in the preceding paragraph, such FOT shall be rounded up as follows:

FOT (mins)	To be rounded up to (mins)
$FOT \leq 15$	15
$15 < FOT \leq 30$	30
$30 < FOT \leq 45$	45
$FOT > 45$	1 hour

5 Notwithstanding the provisions of Paragraph 2 and Paragraph 3, if the University pays any retroactive additional amount as the result of a salary revision, the University may pay such amount prior to the salary pay day which is specified in the table of Paragraph 1 and immediately subsequent to the revision in question.

6 Notwithstanding the provisions of Paragraph 2 and Paragraph 3, if a Contracted Teacher requests the payment of his/her regular salary to cover emergency expenses, including for a disaster suffered by the Contracted Teacher or a person who is supported by his/her income, as provided for in Article 25 of the Rou-Ki-Hou, the University shall pay wages for already provided labor even prior to the salary pay day specified in the table of Paragraph 1.

7 In addition to what is set forth in Paragraph 1 to the preceding paragraph, necessary matters in connection with the classification, kind, calculation period, pay day or the like of

salary shall be specified separately.

(Regular salary)

Article 207-7 The regular salary for a Contracted Teacher shall be in the amount set forth in following table according to the number of years of experience as of the last day of the year previous to the business year in question during the term of the employment contract of the Contracted Teacher after the acquisition of the license required for the service in which they engage (years of experience shorter than one year shall be cut off; hereinafter referred to as the “Number of Years of Experience at Previous Year-end After Acquisition of License” (or “YoE”) in this Chapter):

Classification of age	Salary grade	YoE	Amount of regular salary	
			Full-time work (monthly pay)	Part-time work (hourly pay)
Younger than 60 years of age	1	YoE<3	371,000 yen	1,393yen
	2	3≤YoE<6	401,000 yen	1,502yen
	3	6≤YoE<9	431,000 yen	1,648 yen
	4	9≤YoE<12	461,000 yen	1,816 yen
	5	12≤YoE<15	491,000 yen	1,973 yen
	6	15≤YoE<18	520,000 yen	2,123 yen
	7	18≤YoE	550,000 yen	2,219 yen
Older than 60 years of age	—	—	390,000 yen	1,929 yen

- 2 Notwithstanding the provisions of the preceding paragraph, if a Contracted Teacher who executed an employment contract covering two (2) business years or longer reaches a Number of Years of Experience at Previous Year-end After Acquisition of License eligible for a salary grade higher than the salary grade which is decided at the time of the execution of the employment contract, the Contracted Teacher may receive the amount of such higher salary grade.
- 3 Notwithstanding the provisions of the preceding two (2) paragraphs, if the University judges, when it decides the regular salary of a Contracted Teacher, there are specific circumstances, the University may decide the regular salary of the Contracted Teacher at the amount of the salary grade within the scope of two (2) grades higher or lower than the salary grade which is eligible pursuant to the provisions of the preceding two (2) paragraphs.
- 4 Notwithstanding the provisions of the preceding three (3) paragraphs, if the University employs a Contracted Teacher for whom the University considers it necessary to take specific measures, the University may decide the regular salary of the Contracted Teacher separately.

(Additional service allowance)

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Article 207-8 If a Contracted Teacher engages in services as a paper test preparation committee member for the entrance examination of one of the Schools, the University shall pay the amount of allowance corresponding to the additional service classification set forth in the following table for a year:

Additional service classification	Amount of allowance (yearly amount)
Paper test preparation committee member for the entrance examination of a senior high school	30,000 yen
Paper test preparation committee member for the entrance examination of a junior high school	25,000 yen
Paper test preparation committee member for the entrance examination of an elementary school	15,000 yen
Paper test preparation committee member for the entrance examination of a kindergarten	10,000 yen

(Special work allowances)

Article 207-9 A Special work allowance shall be paid to a Contracted Teacher who engages in substantially dangerous or difficult work or other substantially special work that requires special treatment from a salary point of view, in case where it is considered inappropriate to compensate for such work by his/her regular salary because of the specialty of his/her work.

2 The names of, eligible staff members for, content of work covered under, and classifications and amounts of payment of special work allowances shall be as specified in the following table:

Name of allowance	Eligible staff members	Content of work	Classification/amount of payment
(1) Teaching staff member special work allowance	Contracted Teachers working at the Schools	Urgent work under the control of one of the Schools which relate to :	
		(i) Protection of children and pupils, urgent disaster prevention or recovery at the time of an emergency accident	One day 8,000 yen (or 16,000 yen in cases where a teacher engages, at the time of an emergency accident resulting in seriously substantial damage, in work which the University judges as causing serious physical or mental suffering to him/her)
		(ii) First-aid for injuries, sicknesses, etc. of children and pupils	One day 7,500 yen
		(iii) Urgent aftercare of children and pupils	One day 7,500 yen

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			Half day	3,750 yen
(2) Allowance for guidance on teaching practice, etc.	Contracted Teachers working at the Schools	Guidance on, preparation for and organization of teaching practice by students based on a lesson plan	One day	1,400 yen
(3) Allowance for entrance examination-related work	Contracted Teachers working at the Schools	Supervision of, scoring of or judgment on pass/fail for an entrance examination	One day	900 yen

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members)

Article 207-10 The provisions of Articles 22 to 26, 28, 29, 30, 31 and 34 shall apply mutatis mutandis to the handling of salary during the period when a layoff is ordered, payment of salary, computation of the amount of salary for one hour of work, settlement of fractions, the prorated daily calculation, deduction of salary, 50% deduction of regular salary, overtime work allowances, holiday work allowances and special allowances for Contracted Teachers.

Section 3 Working hours, holidays, leave, etc. of Contracted Teachers working on a full-time basis

(Shift working system within a one-year period)

Article 207-10-2

1 Notwithstanding the provisions of Article 37 and Article 147 hereof, for a Contracted Teacher working on a full-time basis who works in accordance with a special schedule, the University may assign the number of working days and hours within a scope not exceeding thirty-eight hours and 45 minutes of average working hours per week during a specific period longer than 1 month and shorter than one year.

2 Matters necessary for the application of a shift working system within a one-year period pursuant to the provision of the previous item shall be governed by the Labor-Management Agreement.

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members and Researchers)

Article 207-11 The provisions of Articles 36 to 39, 41 to 46, 48 to 56-2 and 147 shall apply mutatis mutandis to the handling of staggered commuting hours, statutory holidays, transfers of holidays, shift work systems shorter than one month, work in places other than the ordinary place of work, work outside prescribed working hours, Midnight Work, Overtime Work at Time of a Disaster, etc., coming to/leaving from the office, tardiness,

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early leaving, absences, going out for private reasons, kinds of leave, annual paid leave, carry-over of annual paid leave, requests for annual paid leave, the unit of annual paid leave, sickness leave, judgments on continuous taking of sickness leave, special exceptions, etc. to the maximum number of days of sick leave, the unit of sickness leave, special leave, procedures, etc. for sickness leave and special leave, prohibition of disadvantageous treatment, and prescribed working hours and rest time for Contracted Teachers working on a full-time basis.

Section 4 Working hours, holidays, leave, etc. of Contracted Teachers working on a part-time basis

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members)

Article 207-12 The provisions of Articles 57 to 67 shall apply mutatis mutandis to the handling of working hours, holidays, leave, etc. for Contracted Teachers working on a part-time basis.

Chapter 15 Teaching Staff members of Collaborative Research Laboratory, etc.

Section 1 Employment and dismissal

(Pattern of work)

Article 207-13 The pattern of work for Teaching Staff members of a Collaborative Research Laboratory, etc. shall be full-time work or a part-time work.

(Titles)

Article 207-14 The titles of Teaching Staff members of a Collaborative Research Laboratory, etc. shall be as listed in the following table:

a. Teaching staff members in charge of collaborative research laboratory

Title	Subject persons
Professor, Collaborative Research Laboratory	Persons who engage in duties requiring the qualifications of a professor
Associate Professor, Collaborative Research Laboratory	Persons who engage in duties requiring the qualifications of an associate professor
Lecturer, Collaborative Research Laboratory	Persons who engage in duties requiring the qualifications of a lecturer
Assistant Professor, Collaborative Research Laboratory	Persons who engage in duties requiring the qualifications of an assistant professor

b. Teaching staff members in charge of collaborative research division

Title	Subject persons
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Professor, Collaborative Research Division	Persons who engage in duties requiring the qualifications of a professor
Associate Professor, Collaborative Research Division	Persons who engage in duties requiring the qualifications of an associate professor
Lecturer, Collaborative Research Division	Persons who engage in duties requiring the qualifications of a lecturer
Assistant Professor, Collaborative Research Division	Persons who engage in duties requiring the qualifications of an assistant professor

(Selection)

Article 207-15 The selection of Teaching Staff members of a Collaborative Research Laboratory, etc. shall be governed by the provisions of Article 10, Paragraph 4 of the Rules on Collaborative Research, etc.

(Term of employment contract)

Article 207-16 An employment contract for a Teaching Staff member of a Collaborative Research Laboratory, etc. shall be concluded with a fixed term, and the last day of the term shall not, in principle, be beyond the last day of the business year in which the date of the employment contract falls; provided, however, that if the University deems it necessary for the execution of the collaborative research laboratory, etc., the employment contract may be concluded within the scope of the period provided for in Article 14 of the Rou-Ki-Hou and of the period in which the collaborative research laboratory, etc. is scheduled to exist.

- 2 The term of an employment contract in cases where the employment contract is renewed by applying mutatis mutandis the provisions of Article 8 shall not exceed five (5) years in total counting from the date of the employment contract which the University commences on or after April 1, 2013 (or, if there is a vacant term provided for in Article 18, Paragraph 2 of the Rou-Kei-Hou, the date of the employment contract which the University commences on or after such vacant term).
- 3 Notwithstanding the provisions of the preceding paragraph, the term of an employment contract with a person whom the University determines that the provisions of Article 15-2 of the Research and Development Capacity Enhancement Act apply to him/her shall not exceed ten (10) years in total.
- 4 The provisions of the preceding two (2) paragraphs shall not apply if the University so deems.
- 5 If the University receives an application by separately specified procedures from a Teaching Staff member of a Collaborative Research Laboratory, etc. whose employment contract is renewed by applying mutatis mutandis the provisions of Article 8 to convert his/her employment contract to one without a fixed term pursuant to the provisions of Article 18 of the Rou-Kei-Hou, the present employment contract shall be converted to an

employment contract without a fixed term on or after the day following the last day of the presently concluded employment contract; provided, however, that the employment contract in this case shall expire on the first March 31 following the day on which the Teaching Staff member of a Collaborative Research Laboratory, etc. becomes seventy (70) years of age.

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members.)

(Working conditions under an employment contract without a fixed term)

Article 207-16-2 When the employment contract of a Teaching Staff member of a Collaborative Research Laboratory, etc. is changed to an employment contract without a fixed term pursuant to the main text of paragraph 5 of Article 207-16, the initial working conditions for that Teaching Staff member of a Collaborative Research Laboratory, etc. under such employment contract without a fixed term shall be the same as those stipulated under the immediate previous employment contract, in principle. However, as in the case of the working conditions under an employment contract with a fixed term, the working conditions of a Teaching Staff member of a Collaborative Research Laboratory, etc. under an employment contract without a fixed term shall be modified for each of the subsequent years. Such working conditions shall be determined based on the progress of the operation, the relevance of the Teaching Staff member of a Collaborative Research Laboratory, etc.'s expertise to the operation, the budget of the Teaching Staff member of a Collaborative Research Laboratory, etc.'s workplace, and other factors.

Article 207-17 The provisions of Articles 7, 8 and 10 to 20 shall apply mutatis mutandis to the handling of documents to be submitted for employment, contract renewal, advance notice of expiration of employment contract, the probation period, extension of the probation period, dismissal during the probation period, change of position, non-application of suspension from work, retirement and dismissal, delivery of a Written Notice of Personnel Transfer, and cases where the delivery of a Written Notice is not necessary for Teaching Staff members of a Collaborative Research Laboratory, etc.

Section 2 Salary

(Regular salary of Teaching Staff member of Collaborative Research Laboratory, etc. to whom the monthly pay system or hourly pay system applies)

Article 207-18 The regular salary of a Teaching Staff member of a Collaborative Research

Laboratory, etc. (excluding a member whose basic salary is paid yearly; the same applies hereinafter in this Article) shall be in the amount of the salary grade set forth in the table of Article 27, Paragraph 1 according to the title and age on the last day of the business year during the term of the employment contract (hereinafter referred to in this Article as “Year-end Age”).

- 2 Notwithstanding the provisions of the preceding paragraph, if a Teaching Staff member of a Collaborative Research Laboratory, etc. who concludes an employment contract covering two (2) business years or longer reaches a Year-end Age eligible for a salary grade higher than the salary grade which is decided at the time of the execution of the employment contract, the Teaching Staff member of a Collaborative Research Laboratory, etc. may receive the amount of such higher salary grade.
- 3 Notwithstanding the provisions of the preceding two (2) paragraphs, if the University judges, when it decides the regular salary of a Teaching Staff member of a Collaborative Research Laboratory, etc., there are specific circumstances, the University may decide the regular salary of the Teaching Staff member of a Collaborative Research Laboratory, etc. at the amount of the salary grade within the scope of two (2) grades higher or lower than the salary grade which is eligible pursuant to the provisions of the preceding two (2) paragraphs.
- 4 Notwithstanding the provisions of the preceding three (3) paragraphs, if the University employs a Teaching Staff member of a Collaborative Research Laboratory, etc. for whom the University considers it necessary to take specific measures, the University may decide the regular salary of the member separately.

(Regular salary of Teaching Staff member of Collaborative Research Laboratory, etc. to whom the yearly pay system applies)

Article 207-19 The regular salary of a Teaching Staff member of a Collaborative Research Laboratory, etc. (who shall be limited to a person whose basic salary is paid yearly; the same applies hereinafter in this Article) shall be in the amount of the salary grade set forth in the table of Article 27-2, Paragraph 1 according, in the first year of the contract, to his/her research career, achievements and the like, and, in the year following the first year of the contract and thereafter, to the results of the previous year; provided, however, that the amount of the regular salary in cases where the term of the employment contract in question is shorter than one year shall be decided according to the term of the employment contract using the amount of the salary grade listed in the table of Article 27-2, Paragraph 1 as the standard.

- 2 If, when it decides the regular salary in the year following the first year of the contract, the University intends to decrease the salary grade from that the person is presently at, the

University shall make such decrease within a scope up to two (2) salary grades lower than that the person is presently at.

- 3 Notwithstanding the provisions of the preceding two (2) paragraphs, if the University employs a Teaching Staff member of a Collaborative Research Laboratory, etc. for whom the University considers it necessary to take specific measures, the University may decide the regular salary of the Teaching Staff member of a Collaborative Research Laboratory, etc. separately.

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members)

Article 207-20 The provisions of Articles 21 to 26, 28 and 29, 30 to 34 shall apply mutatis mutandis to the handling of the classification, kind, calculation period and pay day of salary, salary during the period when a layoff is ordered, payment of salary, computation of the amount of salary for one hour of work, settlement of fractions, the prorated daily calculation, reduction of salary, 50% reduction of regular salary, overtime work allowances, holiday work allowances, special work allowances, night/day duty allowances and special allowances for Teaching Staff members of a Collaborative Research Laboratory, etc.

Section 3 Working hours, holidays, leave, etc.

(Mutatis mutandis application of provisions for Specially Appointed Teaching Staff members)

Article 207-21 The provisions of Articles 35 to 67 shall apply mutatis mutandis to the handling of working hours, holidays, leave, etc. of Teaching Staff members of a Collaborative Research Laboratory, etc.

Chapter 16 Miscellaneous Provisions

(Miscellaneous Provisions)

Article 208 If the President determines that any specific reason makes it impossible or seriously inappropriate for the University to apply these Rules, the University may handle the matter without applying these Rules.

Supplemental Provisions

These Rules shall come into effect as of April 1, 2008.

Supplemental Provisions (Rule No. 72 of March 31, 2009)

These Rules shall come into effect as of April 1, 2009.

Supplemental Provisions (Rule No. 86 of March 31, 2010)

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- 1 These Rules shall come into effect as of April 1, 2010.
- 2 “Sixty-five (65) years of age” in the provisions of Article 79, Paragraph 2 of the Hiroshima University Regulations for Appointment, Removal, Salaries, Working Hours, Time-off and Leave of Contracted Teaching and Research-Related Employees amended by these Rules shall be deemed replaced with “Sixty-four (64) years of age” for persons who were born prior to April 1, 1949.

Supplemental Provisions (Rule No. 30 of March 31, 2011)

These Rules shall come into effect as of April 1, 2011.

Supplemental Provisions (Rule No. 96 of July 12, 2011)

- 1 These Rules shall come into effect as of October 1, 2011.
- 2 Prior provisions shall continue to govern the handling of sickness leave with respect to persons who had already taken sickness leave at the time of the enforcement of these Rules (excluding persons who newly take sickness leave from the day of enforcement of these Rules (hereinafter referred to as the “Enforcement Day”) and persons whose sickness leave period expired on the day previous to the Enforcement Day and whose sickness leave has been approved continuously) until the day on which the approved period of sickness leave in question expires.
- 3 Prior provisions may continue to govern the handling of the commencement day of suspension from work due to sickness with respect to persons who had already taken sickness leave at the time of the enforcement of these Rules (excluding persons who newly take sickness leave from the Enforcement Day) only in cases where it is necessary, taking various circumstances into account, to have such person suspended from work due to sickness prior to December 29, 2011.
- 4 Prior provisions shall continue to govern the handling of the commencement day of 50% deduction of the regular salary, etc. with respect to persons who do not work continuously from the day previous to the Enforcement Day by reason of sickness leave due to a tuberculous disease or of work prohibiting measures.

Supplemental Provisions (Rule No. 38 of March 30, 2012)

- 1 These Rules shall come into effect as of April 1, 2012.
- 2 The annual paid leave, special paid leave and special unpaid leave that were granted pursuant to the provisions of Article 62, Paragraphs 1 and 2, Items 3 and 4 in the table of Article 64, Paragraph 1 and Item 12 in the table of Article 65, Paragraph 1 of the Hiroshima University Regulations for Appointment, Removal, Salaries, Working Hours, Time-off and Leave of Contracted Teaching and Research-Related Employees prior to the amendment of these Rules (hereinafter referred to as “Old Rules”) shall be deemed to be annual paid leave, special paid leave and special unpaid leave that are granted pursuant to the provisions of Article 62, Paragraphs 1 and 2, Items 3 and 4 in the table of Article 64,

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Paragraph 1 and Item 12 in the table of Article 65, Paragraph 1 of the Hiroshima University Regulations for Appointment, Removal, Salaries, Working Hours, Time-off and Leave of Contracted Teaching and Research-Related Employees amended by these Rules (hereinafter referred to as “New Rules”), and the provisions of Articles 62 to 67 of the New Rules shall apply.

- 3 The special leave set forth in Items 4, 11, 14, 22 or 24 in the table of Article 55, Paragraph 1 of the Old Rules that Hospital Doctors-in-training took during the period from January 1, 2012 to the day previous to the Enforcement Day of these Rules pursuant to the provisions of Article 196 of the Old Rules shall be deemed to be special leave that is taken in Fiscal Year 2011 pursuant to the provisions of Articles 55 and 196 of the New Rules.

Supplemental Provisions (Rule No. 22 of March 26, 2013)

- 1 These Rules shall come into effect as of April 1, 2013.
- 2 Prior provisions shall continue to govern the application of the term of the employment contract, etc. set forth in Articles 9, 71, 80, 115, 128, 142, 152, 160, 168, 177, 188, 201 and 207-4 to the contracted staff members in education and research areas who were already employed as of the day previous to the day of the enforcement of these Rules (hereinafter referred to as the “Enforcement Day”) pursuant to the provisions of the Hiroshima University Regulations for Appointment, Removal, Salaries, Working Hours, Time-off and Leave of Contracted Teaching and Research-Related Employees prior to the amendment of these Rules (hereinafter referred to as the “Old Rules”) and who have been continuously employed as of the Enforcement Day (excluding persons who retired on the day previous to the Enforcement Day and then are employed on the Enforcement Day).
- 3 The renewal set forth in Article 8, Paragraph 2 and Article 79, Paragraph 2 for contracted staff members in education and research areas who were already employed as of the day previous to the Enforcement Day pursuant to the provisions of the Old Rules and who have been continuously employed as of the Enforcement Day shall not apply nor be applied apply mutatis mutandis until April 1, 2014, in principle unless set forth in the Old Rules.

Supplemental Provisions (Rule No. 88 of September 24, 2013)

These Rules shall come into effect as of October 1, 2013.

Supplemental Provisions (Rule No. 24 of March 26, 2014)

These Rules shall come into effect as of April 1, 2014.

Supplemental Provisions (Rule No. 117 of December 24, 2014)

These Rules shall come into effect as of January 1, 2015.

Supplemental Provisions (Rule No. 36 of March 24, 2015)

These Rules shall come into effect as of April 1, 2015.

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Supplemental Provisions (Rule No. 38 of March 24, 2016)

These Rules shall come into effect as of April 1, 2016.

Supplemental Provisions (Rule No. 169 of June 28, 2016)

These Rules shall come into effect as of July 1, 2016.

Supplemental Provisions (Rule No. 232 of November 29, 2016)

These Rules shall come into effect as of December 1, 2016.

Supplemental Provisions (Rule No. 241 of December 27, 2016)

These Rules shall come into effect as of January 1, 2017.

Supplemental Provisions (Rule No. 27 of March 27, 2017)

1 These Rules shall come into effect as of April 1, 2017.

2 The monthly amount of allowance for dependents paid to Hospital Assistant Professors shall be, during the period from April 1, 2017 to March 31, 2018, in the amount listed in the amount of allowance column of the following table according to the category of subject persons set forth in said table notwithstanding the provisions of Article 101, Paragraph 2 of the Hiroshima University Regulations for Appointment, Removal, Salaries, Working Hours, Time-off and Leave of Contracted Teaching and Research-Related Employees after amendment by these Rules (hereinafter referred to as the “New Rules”).

Subject persons	Amount of allowance
Spouse (including a person for whom notification is not submitted but who is in the same situation as marriage as a matter of fact)	10,000 yen
Child for whom the first March 31 after his/her 22nd birthday has not come yet	8,000 yen (or, 10,000 yen per person if the Hospital Assistant Professor has no spouse)
Grandchild for whom the first March 31 after his/her 22nd birthday has not come yet	6,500 yen (or, 9,000 yen per person if the Hospital Assistant Professor has no spouse)
Parents and grandparents who are sixty (60) years of age or older	
Brothers and sisters for whom their first March 31 after their 22nd birthday has not come yet	
Persons with a serious mental or physical imperfection	

Supplemental Provisions (Rule No. 139 of September 26, 2017)

These Rules shall come into effect as of October 1, 2017.

Supplemental Provisions (Rule No. 39 of March 27, 2018)

These Rules shall come into effect as of April 1, 2018. However, the modified Table of

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Contents, Article 3 and Chapter 6 shall come into effect as of October 3, 2018.

Separate Form No. 1 (Re: Article 114)

(Sample)

Agreement

The President of Hiroshima University (“A”) and _____ (“B”) agree to execute an employment contract as follows for a contracted staff member (Deemed Full-time Teaching Staff Member at the Law School) based on Article 3, Paragraph 1, Item 4 of the Hiroshima University Rules on Employment, Dismissal, Salary, Working Hours, Days Off and Leave of Contracted Staff members in Education and Research Areas (Rule No. 67 of March 28, 2008).

- 1 Term of employment contract: April 1, 20__ to March 31, 20__
- 2 Title: _____
- 3 Place of work: Hiroshima University Law School (1-1-89 Higashi Senda-machi, Naka-ku, Hiroshima City, Japan)
However, B may work outside the above-mentioned place of work by obtaining the permission of the Dean of the Law School.
- 4 Content of work
 - (1) Lectures (required hours for 1 credit is 60 minutes x 15 times (60 minutes x 30 times for legal clinic); if the required hours cannot be met, B shall provide additional lectures)

Ethics for Legal Profession 1	(First semester)	2 credits
Ethics for Legal Profession 2	(Second semester)	2 credits
Lawyering	(Second semester)	2 credits
Comprehensive Civil Law Exercise	(Second semester)	2 credits
General View of Legal System	(Intensive)	2 credits
Legal Clinic	(Intensive)	1 credit
Total		11 credits
 - (2) Attendance at the Faculty Meeting and committees (including the meetings of teaching staff members of practical basic subjects)
 - (3) Response to consultation with students, etc. (including consultation for future life design, etc. for students in the diploma year)
- 5 Hours of work: Days on which the prescribed working hours are allocated (excluding days overlapping holidays listed in 6) and hours of work on such days are as follows in principle:
 - (1) Oday of each week: 10:00 to 18:00 (rest time: 12:00 to 13:00)
 - (2) Oday of each week: 10:00 to 18:00 (rest time: 12:00 to 13:00)
 - (3) Oday of each week: 10:00 to 18:00 (rest time: 12:00 to 13:00)
- 6 Statutory holidays

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- (1) Saturdays and Sundays
 - (2) Holidays provided for in the National Holidays Act
 - (3) December 29 to January 3 of the following year (excluding statutory holidays set forth in Items 1 and 2)
- 7 Salary
- (1) Monthly salary shall be _____ yen (including the amount to be withheld from the salary by the provisions of laws and regulations)
 - (2) If the term of employment commences or terminates during a month, salary on a prorated daily basis shall be paid according to the number of days of work.
- 8 Concurrent service: If any problem arises in relation to the work to be performed by B, B shall not engage in any work nor operate any profitmaking business by him/herself.
- 9 Renewal of contract: If it is necessary for operational reasons, A may renew the contract upon obtaining the consent of B.
- 10 Others: If it is necessary to specify matters that are not specified in this Agreement and the Rules of Employment, A and B shall consult each other and specify such matters.

In proof of the above agreement, two agreements shall be drawn up, and both parties shall have one copy of each.

Dated: MMM DD, YYYY

_____, President of Hiroshima University

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