

Fixed-term Employee Work Regulations

Ninkisei shokuin shugyo kitei

October 1, 2003, Reg. 34

With revisions effective March 30, 2018

This is an English translation of the regulations written in Japanese and is for information purposes only.

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Chapter 1 General Provisions

Article 1 Purpose

- 1 These regulations establish the work conditions, rules of conduct, and other matters related to fixed-term and Project Specified Indefinite-term employees (Article 40-2, paragraph 1) of the National Research and Development Institute RIKEN.
- 2 Matters not covered in these regulations shall be governed by the Labor Standards Law (1947, Law No. 49).

Article 2 Definition of fixed-term employee

For the purpose of these Regulations, the term “fixed-term employee” shall mean a person who has entered into an employment contract with RIKEN to conduct the business of RIKEN. The term does not apply to temporary workers, part-time employees, and others specified separately.

Chapter 2 Employment

Article 3 Employment

Employment of the fixed-term employee is decided by the President on the recommendation of those with authority to make such recommendation.

Article 4 Duration of employment contract

- 1 The duration of the fixed-term employee’s contract is for one business year or less. Provided, however, this may not apply when there are other provisions specified separately.
- 2 A new contract may be entered into if RIKEN deems it necessary, and if the fixed-term employee agrees. Provided, however, the total duration of employment may not exceed 5 years. This may not apply, however, when other provisions are specified.

- 3 Regardless of the preceding paragraph, when RIKEN deems that the provisions of Article 15-2, paragraph 1, item (i) or item (ii) of the Act on Improving the Capacity, and the Efficient Promotion of Research and Development through Promotion of Research and Development System Reform (2008, Law No.63) apply, the duration of the fixed-term employment contract must be within the designated period of the project with which the fixed-term employee is primarily affiliated. In this case, the total duration of employment may not exceed 10 years. This may not apply, however, when other provisions are specified.
- 4 The total duration of employment specified in the preceding two paragraphs applies to fixed-term employment contracts (both fixed-term employment contracts as a fixed-term employee and other fixed-term employment contracts that the individual may have with RIKEN) initiated on or after April 1, 2013.
- 5 The necessity for entering into a new fixed-term employment contract specified in paragraph 2 is determined by an evaluation of the employee's performance, attitude, and appropriateness for the assigned project, as well as the circumstances of RIKEN's operations and budget.
- 6 Separately stipulated provisions will be made in the event that the provisions of Article 15-2, paragraph 1, item (i) or item (ii) of the Act on Improving the Capacity, and the Efficient Promotion of Research and Development through Promotion of Research and Development System Reform apply as stipulated in paragraph 3 above.
- 7 Exceptions to the total employment duration of paragraph 4 above will be separately stipulated.
- 8 The age of the fixed-term employee when the individual enters into a new employment contract with RIKEN, as stipulated in paragraph 2 above, shall not be more than 65 years, unless other provisions apply.

Article 5 Documents to be submitted

- 1 The newly hired fixed-term employee must promptly submit documents designated by RIKEN.
- 2 When any changes occur in the contents of the submitted documents, the fixed-term employee must promptly notify RIKEN of such changes.

Article 6 Trial period

As a general rule, the first two months of employment, counting from the date of hire, of a newly hired fixed-term employee shall be a trial period. The trial period may be waived, however, if it is considered unnecessary.

Article 7 Dismissal during trial period

- 1 The fixed-term employee may be dismissed during the trial period for any of the following reasons:
 - (1) Absence from work without a valid reason for three days or more
 - (2) Significant discrepancy from the truth in the contents of submitted documents or interviews
 - (3) Failure to report a pre-existing disease that could adversely affect the fixed-term employee's execution of duties
 - (4) A demonstrated lack of ability to execute necessary duties or lack of cooperation
 - (5) Application of the reasons set forth in Article 40, paragraph 1
 - (6) Application of the reasons set forth in Article 50
- 2 In the event that the fixed-term employee is to be dismissed for any of the reasons given above, the procedures outlined in Article 40, paragraphs 2 and 3 shall be followed. Within the first two weeks of the trial period, however, the fixed-term employee can be dismissed without following these procedures.

Article 8 Regular employment

Upon completion of the trial period, the fixed-term employee shall be regularly employed when judged to be competent in terms of adaptability to the workplace, performance, mastery of duties, and general health.

Chapter 3 Service Duties

Article 9 Obligation

The fixed-term employee must understand his or her responsibilities, discharge duties faithfully, abide by Japan's laws and ordinances and RIKEN's regulations, and endeavor to maintain order in the workplace.

Article 10 Confidentiality

- 1 The fixed-term employee must not disclose without permission or steal confidential information concerning tests and research, management, personnel affairs, or any other work-related confidential information that the fixed-term employee acquires in the course of work, or any matter that may be disadvantageous to RIKEN, irrespective of whether or not this information is related to the fixed-term employee's assigned duties.
- 2 The confidentiality obligation stipulated in the preceding paragraph shall remain in effect even after termination of employment at RIKEN.

Article 11 Prohibition against removing RIKEN property

The fixed-term employee must not remove from RIKEN without permission materials, diagrams, electronic media, research materials, documents, or any other property belonging to RIKEN.

Article 12 Permissions and notifications

- 1 The fixed-term employee must obtain permission prior to engaging in the following activities:
 - (1) Self-employment or other employment unrelated to RIKEN
 - (2) Use of RIKEN campuses, buildings, facilities or other property for purposes other than RIKEN work
- 2 The fixed-term employee must give RIKEN prior notification in the following case:
 - (1) When standing as a candidate for, taking on, or retiring from a public office

Chapter 4 Research Results

Article 13 Handling of research results

- 1 All rights concerning research results produced or obtained in the process of or as a result of research at RIKEN by the fixed-term employee, with the exception of intellectual property rights as stipulated in Article 2 of the RIKEN Service Invention Rule (2003, Reg. 71), shall belong to RIKEN.
- 2 Intellectual property rights acquired by the fixed-term employee in the process of or as a result of research at RIKEN shall belong to or be taken over by RIKEN as stipulated in the RIKEN Service Invention Rule.
- 3 Regardless of the provisions of paragraph 1, above, the fixed-term employee holds the copyright for any research papers and accompanying diagrams, tables, and the like that relate to the fixed-term employee's research results.
- 4 RIKEN may use all or part of the research papers and accompanying diagrams and the like

noted above, or may use all or parts that have been edited as necessary, in publicity material, publications intended for the diffusion of information on RIKEN's research activities, or in reports to relevant government agencies. These terms do not apply, however, if there is a pre-existing agreement between the fixed-term employee and the company or organization that has or will be publishing the fixed-term employee's research papers and related material.

Article 14 Publication of research results

Before publishing research results, the fixed-term employee must carry out the procedures stipulated elsewhere and must promptly report the publication to RIKEN.

Article 15 Transfer of research materials

The fixed-term employee must obtain RIKEN's permission when transferring research materials to or from another organization.

Chapter 5 Work Conditions

Article 16 Work hours

- 1 A regular work day is 7 hours and 30 minutes.
- 2 Start, end, and rest period hours are as follows.

Start	9:00 am	End	5:20 pm
Rest period	12:00 noon to 12:50 pm (50 minutes)		

- 3 The rest period is applied uniformly, unless stipulated separately in a labor-management agreement.
- 4 When necessary, RIKEN may change the start, end, and rest times for all or some fixed-term employees.
- 5 In unavoidable cases, under conditions stipulated separately, and when deemed necessary by RIKEN, it is possible to work outside of the regular start, end, and rest times.

Article 17 Discretionary work system for specialized work

When it is recognized that the duties of a fixed-term employee involved in research and development and information system analysis and design do not require direction from a supervisor and can be left to the discretion of the fixed-term employee, a discretionary work system may be applied on the basis of a labor-management agreement, in which the fixed-term employee will be deemed to have worked the number of hours stipulated in the labor-management agreement.

Article 18 Flex-time system

A flex-time system based on a labor-management agreement may be applied when RIKEN is willing to leave work start, end, and rest times up to the discretion of the fixed-term employee.

Article 19 Business trips

- 1 When necessary, a fixed-term employee may be ordered to go on a business trip.
- 2 Business travel expenses shall be paid to the fixed-term employee who has been ordered to go on a business trip in accordance with RIKEN's Business Travel Regulations (2003, Reg. No. 61).
- 3 When it is difficult to calculate the exact number of work hours during the business trip, the

fixed-term employee shall be regarded as having worked the hours prescribed in Article 16, paragraph 1. This does not apply, however, if there are prior special instructions.

Article 20 Holidays

- 1 Holidays are as follows.
 - (1) Sunday
 - (2) Saturday
 - (3) National holidays specified in the Law Concerning the Holidays of Citizens (1948, Law No. 178)
 - (4) The year end/new year holiday (December 29 to January 3)
 - (5) RIKEN Foundation Day
 - (6) Other days designated by RIKEN
- 2 The Sunday of paragraph 1, item (1) above, is counted among the legal holidays stipulated in Article 35 of the Labor Standards Law.
- 3 When necessary and with prior notice, RIKEN may require certain fixed-term employees to work on the holidays designated in paragraph 1 above and take off another day in exchange within one month before or after the date worked.

Article 21 Overtime and holiday work

- 1 When considered necessary or unavoidable, RIKEN may require an employee to work more hours than those specified in Article 16, paragraph 1, or on a holiday specified in paragraph 1 of the preceding Article.
- 2 In principle, overtime and holiday work must be ordered by the supervisor. Provided, however, when deemed necessary, a fixed-term employee may undertake overtime or holiday work voluntarily with the prior permission of the supervisor.

Article 22 Overtime and holiday work in emergencies

In the event of a disaster or other emergency at RIKEN, the fixed-term employee shall promptly work overtime or on holidays according to RIKEN's directives.

Chapter 6 Work Attendance

Article 23 Attendance

- 1 The fixed-term employee must make a notation in an attendance record when reporting for work.
- 2 When working outside of the regular workplace, prior permission must be obtained from the supervisor. In the event of an emergency or other unavoidable circumstances, however, the fixed-term employee must apply for permission as soon as reasonably possible after the fact.
- 3 The conditions for working outside of the regular workplace for reasons unrelated to the fixed-term employee's regular duties are stipulated separately.

Article 24 Punctuality and leaving the workplace on private business

The fixed-term employee must obtain prior permission from the supervisor to arrive late, leave early, or leave the workplace on private business. In the event of an emergency or other unavoidable circumstances, however, the fixed-term employee must apply for permission as soon as reasonably possible after the fact.

Article 25 Absence

- 1 When the fixed-term employee will be absent from work due to injury, illness or other unavoidable circumstances, prior permission must be obtained from the supervisor and notice must be given of the reason for the absence and the expected number of days that will be taken off. In the event that prior notice cannot be given, however, the fixed-term employee must make notification and apply for permission as soon as reasonably possible after the fact.
- 2 In the event that the fixed-term employee is absent from work due to work-related or commuting-related injury or illness as stipulated by the Industrial Accident Compensation Insurance Law (1947, Law No. 50), the employee must, after following the procedures outlined in the preceding paragraph, notify and secure permission from the manager in charge of personnel affairs in the employee's affiliated administrative division.
- 3 In the event that a fixed-term employee is absent from work due to reasons other than work-related or commuting-related injury or illness, and when the provisions for reducing salary and other payments provided for in other regulations will not be applied, the employee must, after following the procedures outlined in paragraph 1 above, notify and secure permission from the manager in charge of personnel affairs in the employee's administrative division.
- 4 In the event that absence from work due to injury or illness exceeds five (5) consecutive days (excluding the cases outlined in the two preceding paragraphs), the fixed-term employee must submit a medical certificate or similar document issued by a physician giving the duration required for treatment and recovery. In such a case, the physician may be designated by RIKEN.
- 5 In the event that absence from work due to reasons other than injury or illness exceeds five (5) consecutive days, the fixed-term employee, after following the procedures outlined in paragraph 1 above, must notify and secure permission from the manager in charge of personnel affairs in the employee's affiliated administrative division.
- 6 Upon receipt of the above notification, the manager in charge of personnel affairs must review the appropriateness of the reason for the prolonged absence and the number of days taken off, and notify the fixed-term employee through the employee's supervisor whether or not permission will be granted for the absence.
- 7 Should the fixed-term employee fail to follow the procedures outlined above in paragraphs 1 through the preceding paragraph, or choose to be absent from work even though the permission referred to in the preceding paragraph is not granted, then the absence will be treated as an absence without permission.

Article 26 Suspension from work

- 1 If the fixed-term employee is subject to any of the following conditions, the employee may be prohibited from entering the workplace or may be ordered to stay at home.
 - (1) Disciplinary action is pending
 - (2) The presence of the fixed-term employee in the workplace may disrupt the operation of RIKEN
 - (3) Other circumstances similar to items (1) and (2) above
- 2 Salary will be paid for the duration of suspension from work.

Chapter 7 Leave

Article 27 Annual paid leave

- 1 The one year period for calculating annual paid leave shall be from April 1 to March 31 of the following year. RIKEN shall give twenty (20) days of annual paid leave from April 1 of

each year to those who have been in attendance at work for more than eighty (80) percent of the regular work days in the previous year, except for the first year of employment for which annual leave shall be given in accordance with the month of employment shown in the table below.

Month hired	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Days of annual paid leave	20	18	17	15	13	12	10	8	7	5	3	2

- 2 Regardless of the provisions of above, if the employee was unable to work the required 80 percent of regular working days because of injury or illness that has been certified by a medical physician, annual paid leave shall be granted as shown below.

Percentage of days worked in previous fiscal year	70% to less than 80%	60% to less than 70	50% to less than 60	40% to less than 50%	30% to less than 40%	20% to less than 30	10% to less than 20	1 day to less than 10%	0 days
Days of annual paid leave	15	13	12	10	8	7	5	3	0

- 3 If the employee's number of regular work days per week is three (3) days or less, annual leave shall be given as shown in the table below.

Number of regular work days per week	3	2	1
Number of days annual paid leave	11	7	3

- 4 In the case stipulated in the preceding paragraph, annual leave for the first year of employment shall be given in accordance with the initial month of employment as shown in the table below.

Month hired		Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Days of annual paid leave according to number of work days per week	1	3	2	2	2	2	1	1	1	1	0	0	0
	2	7	6	5	5	4	4	3	2	2	1	1	0
	3	11	10	9	8	7	6	5	4	3	2	1	0

- 5 The supervisor must be given prior notification when an employee plans to take annual leave.
- 6 When deemed necessary, RIKEN may change the timing and number of days of annual paid leave specified in the preceding paragraph.
- 7 Annual paid leave may be taken as a full or half day.
- 8 Annual paid leave may be taken in one-hour units, in addition to the units stipulated in the preceding paragraph. However, annual paid leave may not be taken in hourly units when the employee takes a full day, or a half day (morning or afternoon), of annual paid leave.
- 9 When an employee takes annual paid leave in one-hour units, eight (8) hours of hourly paid leave shall be considered the equivalent of one day of annual paid leave.
- 10 Hourly paid leave, including unused annual paid leave as stipulated in paragraphs 15 and 17 below, can be taken up to a maximum of five (5) days (or forty [40] hours) in one fiscal year.

- 11 When the prescribed number of hours for an employee's normal work day changes in the course of the fiscal year, the number of hours of annual paid leave that the employee will be granted after the change will be calculated as follows: The number of unused annual paid leave hours remaining from before the change are multiplied by the prescribed work hours for the employee after the change, and the number of annual paid leave hours used up before the change are subtracted from the resulting number. Any fraction of an hour resulting from this calculation is rounded up to the nearest hour.
- 12 When taking a half day of annual paid leave, the day on which the leave is taken must be a work day.
- 13 Annual paid leave may be taken in one-hour units only when the employee will be working immediately before or after taking the leave.
- 14 When calculating the percentage of days in attendance at work prescribed in paragraphs 1, 2 and 4 of this article, the following reasons for absence shall be treated as being present at the workplace.
 - (1) Days taken as annual paid leave, special leave and summer holidays
 - (2) Menstruation leave and maternity leave
 - (3) Child care leave and additional childcare leave
 - (4) Family nursing care leave
 - (5) Leave due to injury or illness related to work
 - (6) Duration of leave permitted by RIKEN due to any reason similar to those stipulated above
- 15 Unused days of annual paid leave may be carried over to the following fiscal year only.
- 16 For a person who, up to the day before hire as a fixed-term employee, was employed at RIKEN in a position for which the provisions of other regulations or supplementary regulations apply, such as the Permanent Employee Work Regulations (2003, Reg. 33) or the Part-time Employee Work Regulations (2003, Reg. 37), the *unused* days of annual paid leave allotted for the previous position (only those annual leave days granted within the 24 months preceding the month of hire as a fixed-term employee) will be deemed as allotted for the new position of fixed-term employee.

The number of days of annual paid leave allotted for the fixed-term employee will include the number of annual paid leave days allotted to the previous position (only those days allotted for the fiscal year in which the individual becomes a fixed-term employee). Likewise, the number of annual paid leave days used by the fixed-term employee will include the number of annual paid leave days used in the previous position (only those days used in the same fiscal year in which the person became a fixed-term employee).
- 17 In the case of the previous paragraph and regardless of the provisions of paragraph 15, the *unused* days of annual paid leave accrued by a person in a previous position who has been rehired as a fixed-term employee (only those annual leave days allotted within the 24 months preceding the month of hire as a fixed-term employee) can be carried over to the last day of the fiscal year following the fiscal year in which the person's status changed to that of a fixed-term employee (but in the case of annual paid leave accrued as stipulated in the work regulations for part-time employees, can be carried over to the date that marks 24 months since the days of annual paid leave were first granted).

Article 28 Special paid leave

- 1 Special paid leave is granted as shown in the following table. Provided, however, special paid leave for taking care of a sick child or a family member requiring nursing care is granted in full day or half day units.

Reason	Maximum number of special paid leave days (work days)
When the employee gets married	Five (5) days maximum
When the employee's child gets married	Two (2) days maximum
When the employee's sibling gets married	One (1) day
When the employee's parent, spouse (including the employee's partner in a de facto spousal relationship; hereinafter the same definition of spouse applies throughout) or child dies.	When the fixed-term employee organizes the funeral: Seven (7) days maximum For other cases: Four (4) days maximum
When the employee's grandparent, sibling or the parent of the fixed-term employee's spouse dies	When the fixed-term employee organizes the funeral: Four (4) days maximum For other cases: Three (3) days maximum
When another relative within three degrees of relationship (excluding the employee's parent, spouse, child, grandparent, sibling and the parent of the employee's spouse) dies	When the fixed-term employee organizes the funeral: Two (2) days maximum For other cases: One (1) day
When the employee's spouse gives birth	Three (3) days maximum
When the employee will be taking care of his own child(ren) or when he needs to provide nursing care for his wife in the period between 6 weeks before and 8 weeks after she gives birth	Five (5) days maximum
When the employee's pre- or early elementary school age child needs nursing care (when the child is injured or sick or when the child needs to be vaccinated or undergo a health check)	Five (5) days maximum per fiscal year (If there are 2 or more children of pre- or early elementary school age, 10 days maximum)
When the employee needs to provide nursing or other care for a family member	Five (5) days maximum per fiscal year (If there are 2 or more family members requiring care, 10 days maximum)
When the employee is ordered to transfer and the transfer involves a change of domicile	Five (5) days maximum
When the employee is ordered to transfer and dependent family members will be moving to the employee's domicile at a later date	Three (3) days maximum

<p>When the employee engages voluntarily and without remuneration in any of the following activities which benefit society at large (excluding activities which support the employee's relatives), and when the employee's absence from work is deemed to be justified;</p> <p>a. The employee volunteers in disaster relief activities. b. The employee participates in activities, as separately specified by the President of RIKEN, at facilities which provide special care for physically disabled, elderly, physically or mentally disabled, or other individuals who are injured or ill. c. In addition to the activities defined in subparagraphs a. and b, activities for providing nursing care and other daily support to individuals who are permanently handicapped due to a physical or mental disability, injury or disease</p>	<p>Five (5) days maximum per fiscal year</p>
<p>When the employee has applied to an organization for registration as a bone marrow donor for transplant purposes and absence from work is deemed unavoidable for tests or hospitalization and the like, or when the fixed-term employee provides bone marrow to any person excluding the employee's spouse, parent, child or sibling for transplant purposes, and absence from work is deemed unavoidable for tests or hospitalization and the like.</p>	<p>Number of days required</p>
<p>When the employee must serve as a citizen judge, witness, expert witness, or unsworn witness in a court of law, the national Diet, or a regional municipal assembly, and absence from work is considered unavoidable</p>	<p>Number of days required</p>
<p>When there is a disaster or other emergency</p>	<p>Number of days required</p>
<p>When a fixed-term employee meeting the following criteria requires time to search for new employment: a. An employee whose contract specifies that there will be no renewal after the termination of the original contract b. An employee whose contract will clearly not be renewed due to the employer's circumstances</p>	<p>Maximum of 5 days within the period of the employee's contract (or within the last year for an employee whose contract spans several years)</p>

- 2 The supervisor must be given prior notification when an employee plans to take special paid leave.

Article 28-2 Measures for disasters and public transport disruptions

- 1 If it is difficult to get to work because of earthquake, floods, fire or other natural disaster, or because of disruption of public transportation due to accident or other reason, the employee will not be required to work for a period of time designated by the relevant manager for personnel affairs.
- 2 If the fixed-term employee needs to leave work early to avoid the danger of injury from

earthquake, floods, fire or other natural disaster, or because of disruption of public transportation due to accident or other reason, the employee will not be required to work for a period of time designated by the relevant manager for personnel affairs.

- 3 For the period of times in which the employee does not work, referred to in paragraph 1 and the preceding paragraph, there will be no reduction of salary, as per the provisions of Article 10-2, paragraph 5 of the Fixed-term Employee Salary Regulations.

Article 29 Summer holidays

- 1 RIKEN shall grant summer holidays during the period from July 1 to September 30 for fixed-term employees (except for those whose contract is for a period of six months or less). The duration of the summer holiday is stipulated separately.
- 2 The supervisor must be given prior notification when an employee plans to take summer holidays.

Article 30 Menstruation leave

When a female fixed-term employee finds it extremely difficult to work during menstruation, a menstruation leave will be granted. Two days will be granted with pay and the remainder without pay.

Article 31 Health checks and hospital visits

When a pregnant or postnatal (within 1 year after giving birth) female fixed-term employee requires regular health checks or hospital visits in accordance with the Maternal and Child Health Law (Law No. 141, 1965), RIKEN will allow the employee the necessary time off from work during the employee's regular work hours of the days that apply. The time off from work is limited to once every 4 weeks up to week 23 of pregnancy, once every 2 weeks between week 24 and 35 of pregnancy, once every week from week 36 of pregnancy to birth, and once up to one year after birth. However, the number and frequency of health checks and hospital visits may be changed if special orders are given to do so by the employee's doctor. Salary shall not be reduced for the time off from work, as prescribed in Article 10-2, paragraph 5, of the Fixed-term Employee Salary Regulations.

Article 31-2 Special measures for pregnant or postnatal female employees

- 1 In accordance with the Maternal and Child Health Law, special measures such as shortened working hours, extended rest periods, limitations on the nature of work and days off from work may be implemented for a pregnant or postnatal female fixed-term employee who requests such measures on the advice of her doctor.
- 2 In the above case (except when the employee is on leave), there will be no reduction of salary, as per the provisions of Article 10-2, paragraph 5 of the Fixed-term Employee Salary Regulations.

Salary will not be reduced for the days off from work referred to in the preceding paragraph.

Article 32 Maternity leave

- 1 A pregnant fixed-term employee shall be granted upon request, six (6) weeks prenatal maternity leave, or fourteen (14) weeks in the case of a multiple pregnancy, prior to the expected date of birth.
- 2 A female fixed-term employee shall be granted eight (8) weeks postnatal maternity leave, but may return to work after six (6) weeks, with a medical doctor's approval.
- 3 If prenatal maternity leave exceeds six (6) weeks, (or fourteen (14) weeks in the case of

multiple pregnancy) because the child was born after the expected date, the number of additional days taken shall be considered as prenatal maternity leave.

- 4 Salary shall be paid for the duration of prenatal and postnatal maternity leave.

Article 33 Childcare time

A fixed-term employee who takes care of an infant under the age of one (1) year shall, upon request, be granted up to thirty (30) minutes childcare time twice a day. As per the provisions of Article 10-2, paragraph 5 of the Fixed-term Employee Salary Regulations, there will be no reduction of salary for childcare time.

Article 34 Childcare leave, additional childcare leave, partial leave, and exemption from overtime and late-night work due to childcare

- 1 A fixed-term employee may request childcare leave or partial leave to take care of an infant under the age of three (3) years. (Fixed-term employees taking care of a child under age 1, may take childcare leave or additional childcare leave.)
- 2 A fixed-term employee who takes care of a pre- or early elementary school age child may request partial leave.
- 3 A fixed-term employee who takes care of a pre- or early elementary school age child may apply to limit the overtime and holiday work stipulated in Article 21 above to no more than 24 hours per month or 150 hours per year, up until the child enrolls in elementary school (in the case of a fixed-term employee with a child under the age of 3, the provisions of Article 21 may not be applied at all or overtime and holiday work may be limited to no more than 24 hours per month or 150 hours per year). Provided, however, this may not apply if it interferes with RIKEN's normal operations.
- 4 A fixed-term employee who takes care of a pre- or early elementary school age child may apply to be excused from late-night work between the hours of 10:00 pm and 5:00 am, provided this absence does not interfere with normal operations at RIKEN.
- 5 The eligibility of the fixed-term employee for childcare leave, additional childcare leave, partial childcare leave, and exemption from late-night work due to childcare needs, and other related matters are specified separately.

Article 35 Family nursing care leave and exemption from late-night work

- 1 A fixed-term employee may request family nursing care leave up to a maximum of 180 days to take care of family members requiring long-term nursing care.
- 2 A fixed-term employee may request partial care leave to take care of a family member requiring long-term nursing care.
- 3 A fixed-term employee caring for a family member requiring long-term nursing care may request to be excused from overtime and holiday work as provided for by Article 21 or may request that overtime and holiday work, when required, is limited to no more than 24 hours per month or 150 hours per year. Provided, however, this may not apply if it interferes with RIKEN's normal operations.
- 4 A fixed-term employee caring for a family member requiring long-term nursing care may request to be excused from late-night work between 10:00 pm and 5:00 am, provided this does not interfere with normal operations at RIKEN.
- 5 The eligibility of the fixed-term employee for family nursing care leave, partial nursing care leave, exemption from late-night work due to family nursing care needs, and other related matters are specified separately.

Article 35-2 Administrative leave

- 1 When a fixed-term employee is absent from work for more than 60 days due to illness or injury unrelated to work (including illness or injury while commuting), or when the employee is intermittently absent for more than 90 days over a six-month period, and when this situation is expected to continue, RIKEN may order the employee to take administrative leave of 2 years or less. In such a case, however, the duration of the administrative leave must not extend beyond the final date of the employee's contract.
- 2 A medical certificate issued by a physician or equivalent documentation must be submitted when taking administrative leave as defined in the preceding paragraph.
- 3 The administrative leave of paragraph 1 above may be extended under special circumstances.

Article 35-3 Reinstatement

- 1 RIKEN may order the reinstatement of a fixed-term employee on administrative leave prior to the end of such leave, when the reason for the leave no longer applies and RIKEN considers reinstatement appropriate.
- 2 When an employee returns to work under the conditions given in paragraph 1 above, a medical certificate issued by a physician must be submitted. In such a case, the doctor may be designated by RIKEN.
- 3 When a fixed-term employee is ordered back to work under the circumstances given in paragraph 1 above, the first three months shall be considered a period of observation.
- 4 If the reinstated fixed-term employee's condition worsens during the observation period, or if the employee's record of work attendance is less than 80 percent during this period, the reinstatement shall be cancelled and the duration of the administrative leave extended.
- 5 In calculating the attendance rate noted above, the number of days absent shall be divided by the number of work days for the observation period minus the number of non-work days listed below. Days on which the employee is tardy, leaves work early, or has shortened work hours are counted as days worked.
 - (1) Days taken off as annual paid leave, special paid leave or as summer holidays
 - (2) Days taken off as menstrual leave or maternity leave
 - (3) Days taken off as childcare leave or additional childcare leave
 - (4) Days taken off as family nursing care leave
 - (5) Other days taken off for reasons similar to the above that are approved by RIKEN
- 6 If, after the period of observation stipulated in paragraph 3 above has ended, the employee is once again absent for the same prior reason less than 20 days after being reinstated (except in the case of shortened work hours), the reinstatement shall be cancelled and the duration of the administrative leave extended.

Article 35-4 Limitations on work

- 1 In carrying out the observation period stipulated in the above article and when there has been instruction from a medical doctor concerning the employee's injury or illness, limitations on work, such as prohibition of overtime work, holiday work and/or business trips, or shortening of work hours, may be imposed at the direction of RIKEN's occupational physician. In such cases, the hours not worked shall be treated as absences.
- 2 In the event that the above measures are to be applied to an employee on the discretionary work system, and it is considered inappropriate to leave to the employee's discretion decisions regarding the duties to be carried out and the hours to be worked, the discretionary work system shall not be applied.

Chapter 8 Transfers and Changes in Assignments

Article 36 Transfers and changes in assignments

- 1 RIKEN may, as deemed necessary, order the fixed-term employee to change place of work, undertake external or concurrent assignments, or otherwise transfer to new duties.
- 2 The fixed-term employee who is ordered as described in the preceding paragraph, may not refuse the order without justifiable reason.

Chapter 9 Salary

Article 37 Salary

Salary for the fixed-term employee is as prescribed in these regulations and the Fixed-term Employee Salary Regulations (2006, Reg. No. 7).

Chapter 10 Termination of Employment and Dismissal, Switching to Project

Specified Indefinite-term position

Article 38 Reasons for termination of employment

The fixed-term employee's employment at RIKEN shall be terminated in the event of any one of the following:

- (1) Approval of request to resign
- (2) Expiration of employment contract
- (3) Inability to return to work at the end of administrative leave
- (4) Death of the fixed-term employee

Article 39 Resignation

When a fixed-term employee wishes to resign, written notice must be submitted to the supervisor one (1) month prior to the desired date of resignation.

Article 40 Dismissal

- 1 RIKEN may dismiss a fixed-term employee for any of the following reasons.
 - (1) Based on diagnosis by a physician, RIKEN decides that the fixed-term employee is not capable of working due to a mental or physical disability
 - (2) Discontinuance compensation is paid in accordance with the Labor Standard Law
 - (3) Three (3) years after starting medical treatment for injury or illness suffered in the course of work, the fixed-term employee has or will receive an annuity to compensate for the injury or disease pursuant to the Industrial Accident Compensation Insurance Law (1947, Law No. 50)
 - (4) The fixed-term employee is deemed to substantially lack the ability to undertake assigned duties
 - (5) The fixed-term employee is absent without permission for more than fifteen (15) days in a three (3)-month period
 - (6) The fixed-term employee undertakes employment elsewhere or engages in a self-employed occupation without RIKEN's permission
 - (7) Unavoidable circumstances including budget reduction, termination of the duties in which the employee is involved, and the absence of comparable positions that are available within the center with which the employee is affiliated ("the center" corresponds to the organizations stipulated in, Article 6, Article 7, paragraph 3. 1-6, Article 8 and Articles 10-21, Chapter 2, Organization Regulations)
 - (8) There is a justifiable cause for disciplinary dismissal
 - (9) Circumstances equivalent to any of the above

In the event that RIKEN dismisses a fixed-term employee in accordance with the terms of the preceding paragraph, RIKEN must give the employee at least thirty (30) days notice or pay severance pay equivalent to 30 days average salary, as prescribed in the Labor Standard Law.

- 2 The number of days of prior notice prescribed in the preceding paragraph may be reduced, with the balance paid as severance pay.
- 3 Notwithstanding the provisions of the preceding two paragraphs, in the case of disciplinary dismissal or when it becomes impossible for RIKEN to continue its business due to a natural disaster or other unavoidable reason, and with approval of the Director of the Labor Standard Inspection Office, RIKEN may dismiss a fixed-term employee immediately without severance pay.

Article 40-2 Switching to Project Specified Indefinite-term position

1. Fixed-term employees (excluding those who fall under Article 4, paragraph 3), whose total duration of employment exceeds 5 years, may switch to a Project Specified Indefinite-term position, which does not have a limit of duration, from the day after the last day of the month of the contract period of the current fixed term employment contract period by applying using a form specified separately.
2. The work conditions prescribed in these regulations will continue to apply even after switching to a Project Specified Indefinite-term position as provided in the preceding paragraph.
3. Regardless of the preceding paragraph, when the Project Specified Indefinite-term employee reaches retirement age the individual will retire. The final date of employment shall be the last day of the fiscal year in which the employee reaches age 60. However, the date of retirement may be changed, at the employee's discretion, to the last day of the month in which the employee turns 60.
4. The Project Specified Indefinite-term employee must submit a notice of retirement to the supervisor at least one (1) month before the date of retirement.
5. Regardless of the stipulations in the preceding 2 paragraphs, RIKEN may rehire the employee as a Special Temporary Employee. The terms and procedures for rehire shall be according to Article 4 of the Regulations for Special Temporary Employees (2006, Reg. 13).
6. When the age during which an employee switches to the Project Specified Indefinite-term category is 60 or more, retirement for the employee shall be the last day of the fiscal year in which the person reaches age 65. However, the date of retirement may be changed, at the employee's discretion, to the last day of the month in which the employee turns 65.
7. When the age that the employee switches to the Project Specified Indefinite-term category is 65 or more, retirement for the employee shall be decided by agreement with RIKEN. However, when it is difficult to come to agreement, the president will decide after approval is given by the Executive Directors Meeting.

Article 41 Retirement allowance

No retirement or other lump-sum amount is paid when a fixed-term employee terminates employment. Provisions when the fixed-term employee dies are stipulated elsewhere.

Chapter 11 Safety, Health and Accident Compensation

Article 42 Safety

The fixed-term employee must comply with RIKEN's occupational safety rules, cooperate in the maintenance and improvement of safety at RIKEN, and make every reasonable effort to prevent accidents in cooperation with other employees.

Article 43 Health

The fixed-term employee must comply with RIKEN's occupational health and hygiene regulations and must cooperate with those in charge of RIKEN's occupational health and hygiene matters.

Article 44 Prohibition of work

- 1 In any of the following cases, RIKEN shall, on the advice of a physician designated by RIKEN, prohibit a fixed-term employee from working.
 - (1) When the employee has an infectious disease
 - (2) When the employee's health may be significantly compromised by working
 - (3) When there are conditions similar to items (1) and (2) above
- 2 A fixed-term employee who is prohibited from working at RIKEN for any of the reasons given in preceding paragraph, shall be deemed to be on unpaid leave for the duration of the prohibition.

Article 45 Notification of infectious disease

- 1 A fixed-term employee who has, or is suspected of having, an infectious disease, as defined by the Law on Preventing Infectious Diseases and Medical Care for Patients Having Infectious Diseases (1998, Law No. 114), must notify RIKEN immediately.
- 2 Upon notification as per the preceding paragraph, RIKEN may prohibit the employee from working, as per Article 26, paragraph 1, item 2.

Article 46 Accident compensation

When a fixed-term employee suffers injury or illness or dies in the course of working at or commuting to and from RIKEN, compensation shall be paid in accordance with the Industrial Accident Compensation Insurance Law.

Chapter 12 Education and Training

Article 47 Education and training

The fixed-term employee must undergo technical training, safety and health education, and other forms of training and education in accordance with RIKEN's employee training and education programs.

Chapter 13 Awards and Disciplinary Action

Article 48 Eligibility and procedure for receiving awards

- 1 RIKEN shall give an award to a fixed-term employee who accomplishes any of the following.
 - (1) Outstanding achievement with regard to the fixed-term employee's work at RIKEN
 - (2) Prevention of disaster or accident or distinguished service in an emergency
 - (3) Significant social contribution that brings acclaim to RIKEN
 - (4) Any equivalent achievement which is deemed by RIKEN to be worthy of an award
- 2 Awards shall be in the form of a certificate of merit, trophy or prize money.
- 3 Awards may be in one or all of the forms specified above.

Article 49 Awards Committee

An Awards Committee may be established as necessary to advise RIKEN in the evaluation of candidates for awards.

Article 50 Disciplinary action

There are five (5) types of disciplinary action as shown below.

Disciplinary action	Description
Reprimand	Warning and written apology
Pay Cut	Written apology and pay cut of no more than half daily average salary for one (1) disciplinary action. In case of repeated disciplinary action, pay cut of no more than one tenth of monthly salary.
Suspension from work	Written apology and suspension from work for up to one year as a disciplinary action. No salary is paid for the duration of the suspension.
Dismissal	Order to submit resignation and immediately resign. Failure to comply will lead to disciplinary dismissal.
Disciplinary dismissal	Dismissal. With the approval of the Director of the Labor Standard Inspection Office, dismissal will be immediate and without severance pay.

Article 51 Reprimand, pay cut, suspension from work

The following cases are cause for disciplinary action in the form of reprimand, pay cut, or suspension from work.

- (1) Frequent tardiness, early departure, leaving the workplace during business hours for private reasons, or absence from work without reasonable justification or permission
- (2) Conducting personal business or leaving the workplace during business hours without permission, or otherwise neglecting duties
- (3) Causing a disaster or accident due to carelessness, negligence or insufficient supervision
- (4) Intentionally or accidentally destroying or altering RIKEN facilities, equipment, instruments, and computer systems, or losing, falsifying or altering research materials, records, diagrams or other documents

- (5) Making a false report or notification
- (6) Removing or attempting to remove confidential materials such as records, data, and the like
- (7) Disclosing or attempting to disclose vital RIKEN confidential information
- (8) Inappropriate action that disrupts order and discipline within RIKEN
- (9) Compromising the honor of RIKEN or the integrity of its employees
- (10) Causing a traffic accident or traffic violation or related wrongdoing. The definition of such wrongdoing and related disciplinary measures shall be stipulated separately.
- (11) Engaging in sexual harassment, “power” harassment or other kinds of discriminatory words or actions that other employees find objectionable
- (12) Suggesting an employee may be dismissed due to pregnancy, childbirth, childcare or family nursing care or otherwise harassing or treating an employee disadvantageously
- (13) Concealing or implicitly approving the misconduct of a subordinate
- (14) Intentionally neglecting procedures or notifications stipulated in these regulations or other RIKEN regulations or making false notifications
- (15) Other violations of these regulations for which disciplinary action in the form of dismissal or disciplinary dismissal has not been taken
- (16) Other acts equivalent to any of the above

Article 52 Dismissal and disciplinary dismissal

The following cases are cause for dismissal or disciplinary dismissal, but if circumstances warrant, the lesser disciplinary measures of the preceding article shall be enforced.

- (1) Absence from work for fourteen (14) days or more within a period of thirty (30) calendar days without reasonable justification, or when there is no expectation that the employee’s record of poor attendance will change
- (2) Obtaining and using inappropriately money or other property from RIKEN or other employees
- (3) Providing false information concerning an important aspect of the employee’s career or securing employment at RIKEN through other fraudulent means
- (4) Causing a disaster or accident either intentionally or through gross negligence which in turn causes damage to RIKEN
- (5) Inappropriate action in proposing, implementing, reviewing, or reporting research results (fabricating, falsifying, and plagiarizing)
- (6) Intentionally or through gross negligence destroying or altering RIKEN facilities, equipment, instruments, and computer systems, or losing, falsifying or altering research materials, records, diagrams or other documents
- (7) Accepting or requesting inappropriate payment or other benefit related to assigned duties
- (8) Creating and issuing false vouchers or documents, or inappropriately using vouchers or documents issued by RIKEN for personal gain or the gain of another person and thereby causing damage to RIKEN
- (9) Removing without permission confidential records and documents or data or disclosing important confidential information and thereby causing damage to RIKEN
- (10) Failing to obey instructions or orders in the workplace without reasonable justification and thereby significantly compromising normal operations
- (11) Conducting political or religious activities in the workplace and thereby compromising order and discipline within RIKEN
- (12) Using violence, threats, confinement or any similar actions, or otherwise compromising order and discipline in the workplace

- (13) Compromising behavior that reflects on RIKEN's reputation and credibility
- (14) Disseminating, distorting, or fabricating facts concerning the management of RIKEN and thereby compromising RIKEN's reputation and credibility
- (15) Causing a traffic accident or traffic violation or related wrongdoing. The definition of such wrongdoing and related disciplinary measures shall be stipulated separately.
- (16) Abusing a position of power to demand a sexual relationship or engage in indecent behavior
- (17) Persistently and repeatedly engaging in sexual harassment, "power" harassment or other discriminatory behavior that causes emotional and mental stress to other employees
- (18) Indictment for a crime pursuant to the Criminal Law (1907, Law No. 45) or the Juvenile Law (1948, Law No.168) (in the event that there is any possibility of extenuating circumstances, the fixed-term employee may be only suspended from work); or even before indictment, when RIKEN becomes aware of a crime in which the fixed-term employee has damaged or harmed RIKEN or another person
- (19) Any other major violations of these regulations
- (20) When RIKEN deems that there is no expectation of improvement of conduct even after disciplinary action has been taken pursuant to the preceding Article
- (21) Other acts equivalent to any of the above

Article 53 Supervisor's managerial responsibilities

The immediate supervisor may also be disciplined when a fixed-term employee is subject to disciplinary action due to insufficient guidance or supervision.

Article 54 Disciplinary Committee

Disciplinary action shall be taken only after deliberation by a Disciplinary Committee.

Article 55 Appeal for review

The fixed-term employee or other party with a vested interest may appeal a decision for disciplinary action to the head of the Disciplinary Committee within 10 days (including holidays) of being notified of the decision.

Article 56 Compensation for Damage

A fixed-term employee who causes damage to RIKEN, either deliberately or through gross negligence, may be required to compensate RIKEN for all or part of the damage.