

## **Labor-Management Agreement Concerning Discretionary Work Systems for Specialized Job-Types**

The Public University Corporation, the University of Aizu (hereafter referred to as the “CORPORATION”) and the representative of the majority of the personnel of the University of Aizu (hereafter referred to as the “MAJORITY REPRESENTATIVE”) shall, based on the Labor Standard Law, Article 38-3, Paragraph 1, enter into an agreement regarding a system for working hours based on discretionary work (hereafter referred to as “DISCRETIONARY WORK SYSTEM”), as follows:

### **Article One**

(Applicable Work and Personnel)

1.1 The DISCRETIONARY WORK SYSTEM shall apply to faculty members provided for in the Ruling Concerning Office Regulations for Personnel of the Public University Corporation, The University of Aizu, Article 2, Paragraph 2, who are engaged in teaching and research (mainly research) at the CORPORATION (hereafter referred to as “DISCRETIONARY WORKERS”).

### **Article Two**

(Recognized Work Hours)

2.1 When DISCRETIONARY WORKERS work on prescribed working days, relevant DISCRETIONARY WORKERS shall be recognized as having worked eight hours on those days.

### **Article Three**

(Work on Holidays and Late at Night)

3.1 When DISCRETIONARY WORKERS work on weekly holidays or holidays of another type for job-related duties and with prior instructions from the Chairperson of the Board of Executives, relevant DISCRETIONARY WORKERS shall be granted compensatory work holidays.

3.2 In cases where DISCRETIONARY WORKERS work during the hours between 10 p.m. and 5 a.m. following instructions from the Chairperson of the Board of Executives (hereafter referred to as “LATE NIGHT WORK”), these hours shall not be applicable to work recognized as part of the discretionary work schedule.

3.3 In cases where DISCRETIONARY WORKERS carry out LATE NIGHT WORK following instructions from the Chairperson of the Board of Executives, overtime allowances will be paid to the relevant DISCRETIONARY WORKERS according to the provisions in the Ruling Concerning Salaries for Personnel of the Public University Corporation, The University of Aizu, Article 17.

3.4 Regarding the LATE NIGHT WORK provided for in item 2 of this article, the Chairperson of the Board of Executives will not give instructions for this type of work, with the exception of the occurrence of an unavoidable and temporary circumstance necessitating the work, such as a disaster, etc.

#### **Article Four**

(Rest Periods)

4.1 DISCRETIONARY WORKERS shall take rest periods as each sees fit in relation to satisfactory performance of their duties.

#### **Article Five**

(Range of Discretion)

5.1 No specific instructions shall be given on determination of starting and end times for DISCRETIONARY WORKERS, the content of their teaching and research duties, methods for carrying out those duties, and allocation of time related to those duties, as these matters shall be within the discretion of DISCRETIONARY WORKERS, provided. However, classes, entrance examinations, University meetings and training programs organized by the CORPORATION, along with duties directly related thereto, and instructions, etc. related to rules regarding performance of work duties shall not be left to the discretion of DISCRETIONARY WORKERS.

#### **Article Six**

(Ensuring the Health and Welfare of Discretionary Workers)

6.1 To ensure the health and welfare of DISCRETIONARY WORKERS, the CORPORATION shall take the following measures where necessary:

- (1) In the event that a DISCRETIONARY WORKER who has worked more than 80 hours excluding deemed work hours and been recognized as having accumulated fatigue request in-person health consultations with an industrial physician, etc., the CORPORATION must arrange for the DISCRETIONARY WORKERS to have an in-person health consultations with an industrial physician, etc.
- (2) The CORPORATION shall encourage DISCRETIONARY WORKERS to take annual paid leave by making use of "Plans to Take Annual Paid Leave" and "Designation of Period for Paid Annual Paid Leave."
- (3) A mental and physical consultation service shall be established.

#### **Article Seven**

(Processing of Complaints from Discretionary Workers)

7.1 DISCRETIONARY WORKERS can file complaints regarding discretionary work to the CORPORATION .

7.2 The General Affairs Group of the Administrative Office shall deal with complaints described in Paragraph 7.1.

7.3 When complaints described in Paragraph 7.1 are filed, investigations shall be carried out promptly regarding the complaints, and necessary and appropriate measures shall be implemented.

7.4 Information about DISCRETIONARY WORKERS filing complaints shall be kept strictly confidential, and the privacy of DISCRETIONARY WORKERS shall be protected.

**Article Eight**

(Recordkeeping)

8.1 Records shall be kept on matters related to the provisions of Articles 6 and 7 during the effective period of this agreement and for three years after the expiration of the agreement.

**Article Nine**

(Period of Effectiveness)

9.1 T This agreement shall be in effect from April 1, 2019, and valid until March 31, 2022.

**Article Ten**

(Extension of the Agreement)

10.1 If no objection is made to this agreement either by labor or management one month prior to the date of expiration of this agreement, the agreement shall be extended for an additional year under the same terms and conditions. The same shall apply to all subsequent years.

March 29, 2019

\_\_\_\_\_ (Seal)

Ryuichi Oka,  
Chairperson of the Board of Executives,  
The Public University Corporation, the University of Aizu

\_\_\_\_\_ (Seal)

Emiko Kaneko,  
The Majority Representative of Faculty and Administrative Personnel at the University  
of Aizu