

Labor-Management Agreement Concerning Special Compensatory Holidays

The Public University Corporation, the University of Aizu (hereinafter referred to as “CORPORATION”) and the representative of the majority of personnel of the University of Aizu (hereinafter referred to as the “MAJORITY REPRESENTATIVE”) shall, based on the Labor Standards Law, Article 37, Paragraph 3, enter into an agreement regarding special compensatory holidays as follows:

Article One

(Personnel Eligible to Take Special Compensatory Holidays and Period)

1.1 In cases where personnel work overtime exceeding 60 hours per month in which the initial date during the wage calculation period indicates his/her intention to take special compensatory holidays, these holidays shall be granted to the relevant personnel within two months starting from the date after the last day of the relevant month.

Article Two

(Unit for Grant)

2.1 4 hours or 7 hours and 45 minutes (in cases where compensatory holidays for overtime and annual paid leave are consecutively designated, the total hours for the relevant paid leave can be 4 hours or 7 hours and 45 minutes) shall be counted as one unit of compensatory holidays to be granted.

Article Three

(Calculation Methods)

3.1 Hours of special compensatory holidays shall be the number of hours calculated by multiplying the hours of overtime work exceeding 60 hours per month by the relevant conversion rate. In this case, the conversion rate shall be 25%. This is based on deducting the 25% for extra allowance for normal compensatory holidays from the 50% extra allowance which are normally paid when the relevant personnel does not take compensatory holidays.

In addition, in a case where an employee obtained special compensatory holidays, the CORPORATION is not obliged to pay the 25% extra allowance for hours which are left over after taking the special compensatory holidays.

Article Four

(Confirmation of Intentions)

4.1 The CORPORATION shall confirm intentions of the employees who worked for over 60 hours per month whether he/she intends to take special compensatory holidays. When it is unclear whether the relevant personnel has an intention to do so, it shall be regarded as the relevant employee does not intend to take special compensatory holidays.

Article Five

(Payment Day of Wages)

5.1 In cases where it has been confirmed that personnel intends to take special compensatory holidays provided for in Article 4.1, the CORPORATION shall pay the

relevant extra allowances for overtime work hours calculated by subtracting from the total amount of hours applicable to extra allowances the number of hours for which special compensatory holidays were taken, and will be paid on the designated payment day for the month in which the relevant overtime work was carried out. However, in cases where special compensatory holidays were not taken within two months starting from the day following the end of the relevant month, the remaining applicable extra allowances shall be paid on the payment day in the month after it is confirmed that special compensatory holidays will not be taken.

Article Six

6.1 The CORPORATION shall pay the total amount of extra allowances for overtime work carried out in the relevant month on the usual payment day for wages, in cases where the relevant personnel do not intend to take special compensatory holidays as a result of confirmation of his/her intentions as provided for in Article 4.

Article Seven

(Period of Effectiveness)

7.1 This agreement shall be effective as of April 1, 2010, and will be valid until March 31, 2011.

Article Eight

(Extension of the Agreement)

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

March 31, 2010

(Seal)

Shigeaki Tsunoyama
Chairperson of the Board of Executives
The Public University Corporation, the University of Aizu

(Seal)

Minetada Osano
Majority Representative of the University of Aizu