

5. Employment Regulations for  
Indefinite-Term Temporary Employees

# Employment Regulations for Indefinite-Term Temporary Employees

(Purpose)

Article 1 This defines the service regulations and employment conditions of indefinite-term temporary employees of ISA Co., Ltd. (hereinafter referred to as a company).

2. Indefinite-term temporary employee must comply with the terms of employment etc. clarified both in the employment contract and a clear letter of the terms of employment, issued by the company, and must follow business instructions, concentrate on his / her work, and maintain good order at the workplace, making efforts to improve work efficiency and cooperating each other.

3. What is not stipulated in this employment regulation shall be governed by the Labor Standards Act and other laws.

(Definition of Indefinite-Term Temporary Employee)

Article 2 In this employment regulation, indefinite-term temporary employee is an employee employed by the company without fixing a period of employment, and works under the command order at the dispatch destination by the direction of a company.

(Employment)

Article 3 Among temporary employees employed under fixed-term employment contracts, those with a total contract period of more than 5 years may move their employment from current fixed-term employment contract to the indefinite-term employment contract from the day after the last day of current contract by applying in a separately defined form.

2. Apart from the preceding Paragraph, among temporary employees employed under fixed-term employment contracts, those with a total contract period of more than a year might move their employment to indefinite-term employment contract at the discretion of a company if temporary employees agree.

3. The total contract period set forth in paragraph 1 of this Article shall be the total of the contract period of the fixed-term employment contract that started or renewed on or after April 1, year of Heisei 25 (2013). As for the currently concluded fixed-term employment contract, the period shall be up to the last day. Provided, however, that if there is a period (cooling period) in which the employment contract stipulated in this Employment Regulation has not been concluded, the previous contract period before the cooling period shall not be included in the total contract period.

4. The period not included in the total contract period in the preceding

paragraph shall be as follows.

Contract Period of Fixed-Term Labor Contract To be Added in The Total	Period Without Contract
Less than 2 months	1 month or more
Over 2 months – 4 months or less	2 months or more
Ove 4 months – 6 months or less	3 months or more
Over 6 months – 8 months or less	4 months or more
Over 8 months – 10 months or less	5 months or more
Over 10 months	6 months or more

5. Company might employ as an indefinite-term temporary employee from the beginning if necessary, separately from preceding items.

(Probation Period)

Article 4 Probation period shall not be applied to those employed due to move from fixed-term temporary employees.

2. As a general rule, probation period for an employee employed under Paragraph 5 of the preceding Article shall be 3 months.
3. Company might extend the probation period within the period not beyond 1 year in total from the original probation period, if necessary, to determine the aptitude as the indefinite-term temporary employee.
4. In the case the probation period described in the preceding paragraph is set, a company may immediately terminate the employment contract if the company determines that the temporary employee is disqualified during the probation period.

(Dismissal During Probation Period)

Article 5 When a probation period is set, if an employee falls under any of following items, he/she will be dismissed even if it is in the middle of the period.

- (1) When repeating absence, lateness, early leaving without a justifiable reason
- (2) When a company determines that a temporary employee has problems especially in the work attitude, approach to work, adequacy, etc. at a dispatch destination and at a company, and that he/she is not competent as a temporary employee
- (3) When falling under the reasons for disciplinary dismissal stipulated in

Article 38 or the reasons for dismissal stipulated in Article 43

2. When a company dismisses a temporary employee pursuant to the provision of the preceding paragraph, the company shall give at least 30 days prior warning or pay a dismissal warning allowance of at least 30 days of average wage. The number of days for dismissal warning shall be shortened by the number of days the average wage is paid for. Provided, however, that this shall not apply to the case of dismissal certified by the Chief of local Labor Standards Office, and in the case of dismissal of temporary employees during probation period (except those who have been continuously employed after 14 days passed).

(Documents to Be Submitted)

Article 6 Temporary employee employed as indefinite-term temporary employee must submit the following documents within one week after employed date. However, those moved from fixed-term employment can omit to submit certain documents admitted by the company.

- (1) Basic Pension Number Notice (Pension Handbook)
- (2) Personal Number Card, Notification Card or a copy of Residence Certificate on which a personal number is written or a Certificate of Items Stated in Residence Certificate. (In case of presenting Personal Number Card or Notification Card, it must be the original. In case of mailing those document, a copy is accepted.)
- (3) Personal Reference Letter (specified by the company)
- (4) Various Pledges (specified by the company)
- (5) Other documents required by the company

2. There must be two guarantors whom the company deems appropriate.
3. The period of identity guarantee is limited to 5 years. Company may request to renew the period of the identity guarantee if company deems it necessary.
4. If the guarantor dies, receives a declaration of disappearance, or goes bankrupt, and/or if the company finds the guarantor to be ineligible, the temporary employee shall change the guarantor immediately and report to a company.

(Clarification of Working Conditions)

Article 7 When hiring an indefinite-term temporary employee, a company shall clearly indicate working conditions, by showing the employment contract which describes basic working conditions such as date of employment, period of employment, wage etc., and a clear letter of the terms of employment which

describes place to work, work hours, overtime work, details of working conditions at dispatch destination, and also this regulation.

(Relocation/Change of Duties)

Article 8 A company may order a change of dispatch destination, workplace, and duties. Other working conditions will be discussed between a company and the temporary employee.

2. In case of relocation or change of duties, working conditions may be changed in consultation with the temporary employee.
3. As a general rule, temporary employees are not allowed to refuse the order of change of Paragraph 1 of this Article.
4. With regard to an indefinite-term temporary employee whose labor contract is still in place at the end of the Worker Dispatch Contract, the company shall make an effort to dispatch him/her to another dispatch destination promptly, and if it is unable to secure new employment opportunity for him/her, the company shall give them a leave of absence etc. and maintain employment of the temporary employees.

(Service)

Article 9 Indefinite-term temporary employee must work in accordance with this Employment Regulations, Employment Contract, and working conditions described on a clear letter of the terms of employment.

2. Indefinite-term temporary employee must work in accordance with the instruction from the dispatch destination.
3. Indefinite-term temporary employee must comply with the following matters regarding temporary employment.
  - (1) Indefinite-term temporary employee must comply with precautions for maintaining discipline and using facilities at the work place
  - (2) Indefinite-term temporary employee must not divulge the secrets that he/she has acquired in business
  - (3) In case of absence, lateness or early leaving, indefinite-term temporary employee must request permission from both a dispatch destination and a company in advance. If he/she could not report in advance, immediately clarify the reason why and report both a dispatch destination and the company.

(Rules at Work)

Article 10 Indefinite-term temporary employee must observe the following items when working.

- (1) Start working immediately at the starting time, and work until ending time.
- (2) Make clear your whereabouts to the head of your office when you have to be away from your workplace for business reason.
- (3) Do not be away from your workplace for private reasons.
- (4) If you have to be away from your workplace for unavoidable reasons, obtain permission from the head of your office in advance.
- (5) Always keep your work organized so that the work can be acted by others in case of your absence.
- (6) If you have a private visit, it must be held during breaktime at the place designated by a dispatch destination.
- (7) Do not smoke outside the smoking area.
- (8) Do not go into places where the company prohibits entry.
- (9) Do not engage in acts that fall under sexual harassment or maternity harassment, whether inside or outside the workplace, during work hours.
- (10) In the work place, do not engage in power harassment act that exacerbates the health and work environment of other temporary employees by behaviors and demands that ignore the personalities of other temporary employees, beyond the appropriate range of business by using your authority.
- (11) Do not engage in harassment related to Childcare Leave or Family Care Leave during work hours, whether inside or outside the workplace.

(Intellectual Property Rights)

Article 11 When an indefinite-term temporary employee invents, discovers, improves, or devises regarding the work of the dispatch destination, the right of intellectual property concerning it belongs to the dispatch destination.

(Starting Time/Ending Time etc.)

Article 12 The starting/ending time and breaks shall be determined for each indefinite-term temporary employee and clearly stated in the employment contract.

2. As for the starting/ending time, working hours excluding break time might be moved up or moved down within a range that does not exceed 8 hours a day, 40 hours a week.
3. Working hours might be changed when necessary for business. In this case, as a general rule, the details will be notified to the indefinite-term

temporary employee by the day before.

4. At least 45 minutes break time for actual work hours that exceed 6 hours and at least 60 minutes break time for work hours that exceed 8 hours will be given during work hours.

(Variable Working Hour System on Monthly Basis)

Article 13 Pursuant to Article 32-2 of the Labor Standards Act, a company might require temporary employees to work by variable working hours system on monthly basis if necessary due to the working conditions or other conditions of the dispatch destination.

2. If variable working hour system is adopted in accordance with the provisions of the preceding Article, the provision concerning the limits of working hours for a week and for a day set forth in Paragraph 2 of Article 12 is not applied during that period.
3. The starting day of the variable working hours system is the 1st day of each month. However, in case the dispatch destination adopts variable working system, if the starting date is different from that of the dispatch destination, it shall conform to the starting date of the dispatch destination.
4. Working hours, starting/ending hours in a specific week or day will be determined individually considering the working patterns of the dispatch destination.

(Variable Working Hour System within One Year)

Article 14 Pursuant to Article 32-4 of Labor Standards Act, a company might adopt the variable working hour system by the unit of the period stipulated in the Labor-Management Agreement (within one year) if necessary due to the working conditions or other conditions of the dispatch destination.

2. When adopting the variable working hour system specified in the preceding paragraph, the scope of covered temporary employees, the covered period, the working days during that period, the working hours on each working day, starting / ending time shall be determined according to the labor-management agreement, and also other matters stipulated by laws shall be determined.
3. In case the variable working hour system is adopted pursuant to the provisions of paragraph 1 of this article, the provision concerning the limits of working hours for a week and for a day set forth in Paragraph 2 of Article 12 is not applied during that period.

(Holiday/Substitute Holiday)

Article 15 Holidays shall be given more than a day per week or four days per four

weeks, and shall be specified in the employment contract and a clear letter of the terms of employment in advance.

2. A company might shift the holiday set forth in the preceding paragraph to another day for business reasons. In case of shifting holiday, a company notifies the temporary employee of the change at least by the previous day.

(Overtime and Working on Non-Working Days)

Article 16 Due to the unavoidable circumstances of the dispatch destination, a company might impose temporary employees some overtime work and work on non-working days within the scope described in the agreement between a company and the employee representative and a clear letter of the terms of employment.

2. Overtime work and work on non-working days will be directed by the commander of the dispatch destination.

(Report on Working Days and Working Hours)

Article 17 Indefinite-term temporary employees fill the working days and working hours in the prescribed form and submit it to a company and the dispatch destination by each determined date.

(Annual Paid Leave)

Article 18 If an indefinite-term temporary employee works continuously for six months starting from the day of hiring and works for more than 80% of the prescribed working days, annual paid leave as provided for in the Labor Standards Act will be granted.

Prescribed Working Days per week	Prescribed Working Days per year	Length of Service (year)						
		0.5	1.5	2.5	3.5	4.5	5.5	6.5 years and over
5 days	(1) 217 days and over	10	11	12	14	16	18	20
4 days	(2) 16~216 days	7	8	9	10	12	13	15
3 days	(3) 121~168 days	5	6	6	8	9	10	11
2 days	(4) 73~120 days	3	4	4	5	6	6	7
1 day	(5) 48~72 days	1	2	2	2	3	3	3

2. Regardless of the number of working days of a year, (1) in the above table applies to the indefinite-term temporary employees whose average prescribed working hours per week are 30 hours or more.
3. The effective period of annual paid leave is two years from the date of grant.



4. If a temporary employee intends to take annual paid leave, he/she will report to the dispatch destination and a company in advance.
5. If giving annual paid leave on the requested day interferes with the normal operation of the company's business, designated day might be shifted to another day.
6. For an indefinite-term temporary employee who has been given annual paid leave of more than 10 days, a company shall let him/her take at least 5 days of paid annual leave within a year from the granted date upon his/her request. However, that in the case of an indefinite-term temporary employee having taken annual paid leave pursuant to the provision of the preceding Item, the number of days obtained shall be deducted from 5 days.
7. Annual paid leave is in units of one day or half a day.  
The annual paid leave of half a day can be claimed up to 20 times (10 days) of the leave granted in the current year.  
The boundary of half -day unit is based on the lunch break.

(Maternity Health Care Leave)

Article 19 If an indefinite-term temporary employee is pregnant or one year has not passed after childbirth, the temporary employee may apply for leave pursuant to the Equal Employment Opportunity Act. The period and hours the temporary employee do not work shall be unpaid.

(Special Leave)

Article 20 If an indefinite-term temporary employee falls under any of the following items, a special leave for the days as follows may be requested.

- |   |        |
|---|--------|
| (1) You are ordered to move and need to change your address | 2 days |
| (2) You are married   | 5 days |
| (3) Spouse gives birth                                      | 2 days |
| (4) Spouse dies   | 5 days |
| (5) The child of the person himself dies                    | 5 days |
| (6) The child of the person himself dies at birth           | 3 days |
| (7) Your parents or your adopted parents dies               | 5 days |
| (8) The spouse's parents or adoptive parents die            | 2 days |
| (9) Your grandparents, siblings and sisters die             | 2 days |

2. When an indefinite-term temporary employee gives birth, maternity leave is given as follows.
  - (1) The period requested by the female employee who is due to give birth within 6 weeks (14 weeks for multiple pregnancy)
  - (2) 8 weeks after childbirth (However, if 6 weeks have passed and the employee wishes, it does not prevent her from getting the work approved by the doctor)

3. Period required for menstruation when requested by indefinite-term temporary employee who is extremely difficult to work on a menstrual day.
  
4. If an indefinite-term temporary employee falls under any of the following items, a special leave for Citizen Judge will be granted upon request.
  - (1) When notified as a citizen judge candidate and appear in the court
  - (2) When appointed as a citizen judge and participate in a trial hearing
  
5. Indefinite-term temporary employee who raises a pre-school child may take leave to care for sick or injured child up to 5 days a year (10 days for two or more pre-school children). In this case, the 1 year period shall be from April 1 to March 31 of the following year. However, request from following temporary employee may be rejected. The nursing care leave to care children can be obtained on a half-day basis.
  - (1) Indefinite-term temporary employee of less than 6 months since hired
  - (2) Indefinite-term temporary employee with a prescribed working days of less than 2 days per week
  
6. An indefinite-term temporary employee who cares for a family member in need of nursing care or other care, in addition to the annual paid leave prescribed in the employment regulations, may have 5 days leave per year, or 10 days at maximum if cares two or more family members. In this case, 1 year period shall be from April 1 to March 31 of the following year. However, request from following temporary employee may be rejected. The family care leave can be obtained on a half-day basis.
  - (1) Indefinite-term temporary employee less than 6 months since hired
  - (2) Indefinite-term temporary employee with a prescribed working day of less than 2 days per week.
  
7. Those who requesting special holidays must obtain the approval of the company in advance according to predetermined procedures. The number of special holiday days is determined by the company within the rules.
  
8. The period for special leave described in section 1 is paid, but the period for special leave described in from section 2 to 6 of this Article shall be unpaid.

(Childcare Leave)

Article 21 Matters concerning Childcare Leave shall be governed by the regulations

concerning Childcare and Family Care Leave, etc. prescribed separately.

(Family Care Leave)

Article 22 Necessary matters such as procedures for indefinite-term temporary employees to take family care leave, to apply restriction on midnight work for family care, and to work short time for family care, etc. are governed by the regulation concerning childcare and family care leave which is separately provided.

(Leave of Absence)

Article 23 Temporary employee shall be put on leave of absence if he/she falls under any of the following items. However, in case of Item 2 and 3, it is limited to the case where there is a probability of being cured by medical treatment during the absence period.

- (1) Occupational injury and sickness When absence becomes over 12 months
- (2) Non-occupational injury and sickness When absence becomes over 1 month
- (3) When carrying out regular work is difficult, and a company determines that medical treatment for a certain period of time is necessary.
- (4) If other special circumstances such as the appointment of official duties are recognized, the period of leave of absence will be determined on each occasion.

2. Absence from work in Item 2 of the preceding Article does not require neither continuity, nor total number of days. In addition, when it is recognized that the absence of work from the first day of the absence day will continue for approximately one month or more, it is determined whether leave is required or not.

3. In determining the necessity of leave of absence set forth in the preceding Article, the company requires the indefinite-term temporary employee to submit a medical certificate of the attending doctor or a medical certificate of a designated company doctor.

4. When ordering a leave of absence under paragraph 1, Item 2, the company may request an indefinite-term temporary employee to submit a pledge concerning the leave period. If the submission of pledge is not made, the leave of absence will not be given and may be dismissed based on the reasons for dismissal stipulated in this Regulation.

(Period for Leave of Absence)

Article 24 The period of Leave of Absence set in the preceding Article shall be as follows.

(1) In case of occupational injury According to the Labor Standards Act

(2) In case of Item 2 and 3 of Paragraph 1 of the preceding Article

Length of Service is less than 3years 1 month

Length of Service is more than 3 years and  
less than 5 years 3 months

Length of Service is more than 5years and  
less than 10years 6 months

Length of Service is more than 10 years and  
less than 15years 9 months

Length of Service is more than 15years 1 year

However, the length of service above does not include the period before the move to the indefinite-term contract.

(3) If other special circumstances such as the appointment of official duties are recognized, the period of leave of absence will be determined on each occasion.

(Extension of Period of Leave of Absence)

Article 25 The period of the preceding Article may be extended if the company deems it particularly necessary after comprehensively considering the following items.

(1) Contribution to the company, including his/her work details, position, length of service years, performance results, evaluation before the leave of absence.

(2) The prospect of healing the injury or illness at the end of the current absence period.

(3) Total leave period due to the injury or illness at the end of current absence period.

(4) Opinion of industrial physician on the need to extend the absence period.

(Total Period and Payment of Wage)

Article 26 If the employee temporarily goes to work during the period of Article 23, Paragraph 1, Item 2 and 3, and also Article 25, Item 2 and 3, and is absent again due to the same reason within 6 month, the absence period will be summed up.

2. Period of leave of absence is not counted in the length of service years, and the wage during absence period will not be paid.

3. The company issues an invoice when there are social insurance premiums, resident tax, and other things incurred during the leave period that must be borne by the indefinite-term temporary employee, and the indefinite-term temporary employee shall pay the company by the method and by due date indicated on the invoice.

(Reinstatement)

Article 27 The reinstatement of indefinite-term temporary employee who is on the leave of absence pursuant to Article 23, Paragraph 1, Item 1 and 2, will be determined after submission of a Letter of Reinstatement by the employee and reviewing the medical certificate of the company's designated doctor and other reasons. In addition, the cancellation of the reason for leave of absence due to non-occupational injury and sickness means, by the healing of the injury or disease, the recovery to the state that the normal role required by the organization can be executed or that normal labor required in the employment contract is possible. Also, a company may conduct interviews with the doctor who issued the medical certificate and/or with family members of the employee to make decision of his/her reinstatement. Indefinite-term temporary employee must cooperate with this.

2. Reinstatement of indefinite-term temporary employee who is on the leave of absence pursuant to Article 23, Paragraph 1, Item 3, will be decided after submission of a Letter of Reinstatement and reviewing reasons for the leave. If a company requires his/her reinstatement, a company may order the employee to return to work even before the expiration of the period of leave of absence.

3. If the indefinite-term temporary employee is unable to return to work after the period of leave of absence expires, he/she shall retire from the company.

4. As for reinstatement, assignment to the original duty is the general rule, but he/she may be assigned to another duty considering the state just before the reinstatement, and business circumstances, and the wage may be reduced in line with the duty.

(Social Insurance and Employment Insurance)

Article 28 A company enrolls indefinite-term temporary employees, who meet the requirements for joining of social insurance, as the insured of social

insurance.

2. The insured status will be lost from the day after the retirement due to personal reasons (employment insurance will be lost on the day), and on the day when it is recognized as a temporary employment that does not meet the requirements to be insured. (Employment insurance will be lost the day before).

(Wage)

Article 29 The wage of indefinite-term temporary employee is subject to the employment contract.

(Base Salary)

Article 30 The base salary of indefinite-term temporary employee shall be an hourly rate system as a general rule, and is determined on an individual basis, in consideration of the abilities, experience, skills, and the duties of the temporary employee. However, there are cases where the daily salary system or monthly salary system is adopted depending on the work style. In addition, the salary may be changed by the change of the duty at the dispatch destination or the change of dispatch destination.

2. In the preceding paragraph, if the monthly salary system is adopted, wage shall be base salary plus assignment allowance and adjustment allowance that are based on the dispatch destination and job description. If the overtime work for a certain time is unavoidable due to the nature of the work at dispatch destination, a fixed overtime allowance for a certain hour may be paid. The hours and amount in that case will be notified separately. If the amount based on the calculation specified by the Labor Standards Act exceeds this amount, the difference will be paid.

(Allowance for Overtime and Working on Non-Working Days)

Article 31 If overtime or working on non-working days performed by an indefinite-term temporary employee falls under the overtime or working on non-working days stipulated in the Labor Standards Act, extra wage will be paid as specified below.

- |     |                                    |  |
|-----|------------------------------------|--|
| (1) | Overtime<br>Work                   | base salary per hour x overtime hours x 125%                                 |
|     | Work on                            | base salary per hour x hours worked on non-working days x                    |
| (2) | Non-Working<br>Days<br>(Statutory) | 135%<br>However, there will be no extra wage when holiday is<br>substituted. |
| (3) | Late Night<br>Work                 | base salary per hour × hours for late night work × 25%<br>(Extra-only)       |

(Training, etc.)

Article 32 Indefinite-term temporary employees must work on the development of abilities required to carry out their duties, and strive for self-development.

2. A company provides indefinite-term temporary employees with necessary educational training in order to improve the knowledge, skills, and qualities required for their work.

3. If a company instructs indefinite-term temporary employees to take educational training, they must receive the instructed educational training unless there are particular reasons.

4. If a company orders indefinite-term temporary employee to participate in educational training related to career development, the tuition fee shall be free of charge, and the time spent for the educational training shall be treated as working hours and equivalent wage will be paid.

(Wages for Temporary Suspension of Work)

Article 33 The company will pay 60/100 of the average wage for the three months prior to the closing date for the latest wage, under Article 26 of the Labor Standards Act., if a company suspends an indefinite-term temporary employee from work due to the reasons that should be attributed to the company, such as not being able to find the next dispatch destination for him/her. Provided, however, that wage will not be paid for absence due to natural disasters, occurrence of transportation paralysis etc. or such risks, or other reasons not attributable to a company.

(Bonuses)

Article 34 As a general rule, bonuses will not be paid to indefinite-term temporary employees except as provided for in the Labor Contract.

(Health and Safety)

Article 35 A company checks the safety and health measures of the dispatch destination, and takes the necessary measures to prevent disasters and to ensure health of indefinite-term temporary employees.

2. Indefinite-term temporary employees must comply with the health and safety measures implemented by a company and the dispatch destination.

(Medical Checkup)

Article 36 A company shall conduct regular medical checkup at least once a year for indefinite-term temporary employees who are engaged constantly. However, for those constantly engaged in late-night work, it shall be implemented once every six months pursuant to the provisions of the Industrial Safety

and Health Act.

2. The results of the medical checkup shall be notified to each temporary employee and recorded in the individual results table.
3. A company might take measures such as shortening working hours, changing duties, issuing leave of absence or other measures if it finds it necessary for the health of the indefinite-term temporary employee as a result of medical checkup.
4. Indefinite-term temporary employee must undergo medical checkup conducted by a company, cooperate with other measures as well as paying attention to his/her own daily health management, and make efforts for health maintenance.

(Accident Compensation, etc.)

Article 37 Indefinite-term temporary employees may receive compensation under the Labor Standards Act, Workers' Accident Compensation Insurance Act., etc. in the event of injury or illness due to a business accident or commuting accident.

2. If a temporary employee intends to receive compensation etc. prescribed in the preceding paragraph, he/she will request to a company.

(Disciplinary Action, etc.)

Article 38 A company may give punishment of warning, suspension from work, disciplinary dismissal or reduction of wage when the indefinite-term temporary employee falls under any of the following items.

- (1) When there are many cases of lateness, early leaving, escaping from work and/or absence from work for no justifiable reason
- (2) When divulged a serious secret of a company or dispatch destination that was acquired in business
- (3) When damage was caused to a company or dispatch destination by an intentional act or the gross negligence
- (4) When violated company rules or instruction of dispatch destination
- (5) When misrepresented personal history such as the name, age, career, educational background, rewards and punishments etc.
- (6) When disturbed order or morals at dispatch destination
- (7) When engaged in an unworthy act as a temporary employee of a company, such as performing violence against others, whether inside or outside the



company

- (8) When did not comply with the company's transfer order and did not engage in new duty without a reasonable reason
- (9) When did not engage in the duty without taking the article 22 procedure for leave of absence
- (10) When performed any other unfavorable act equivalent to each item

(Retirement)

Article 39 Indefinite-term temporary employee will retire from a company if falling under any of the following items.

- (1) When the indefinite-term temporary employee asked for his/her retirement and the company approved it, or when 30 days have passed since the day the indefinite-term temporary employee asked for his/her retirement.
- (2) When there is no contact to the company, and 14 days have passed, and the company does not know whereabouts of the indefinite-term temporary employee
- (3) When reached retirement age
- (3) When it is not possible to return to work after the period of leave of absence expires, pursuant to Article 29, Paragraph 3

(Retirement Age)

Article 40 The retirement age of the indefinite-term temporary employee shall be 60 years old, and he/she will retire from a company at the end of the month of when he/she reaches the retirement age.

2. Those who have moved to indefinite-term employment after the date of reaching the age of 60 will retire at the end of the month of when he/she reaches the age of 65.
3. Pursuant to the provisions of Paragraph 1 of this Article, if a retired person wishes to be reemployed as a fixed-term temporary employee, a company will re-employ him/her under new employment conditions. The handling is based on the Employment Regulations for Temporary Employees.

(Reemployment)

Article 41 Re-employment contracts after retirement will be made only for those who do not fall under the reasons of Article 45, Paragraph 1 of this Regulation, and will be judged based on the following circumstances.

- (1) Business conditions of the Company
  - (2) Management conditions of worker dispatching business
2. Regardless of the preceding paragraph, a reemployment contract will not be made if the working conditions presented by the company cannot be agreed with the temporary employee.
  3. Renewal of the reemployment contract under this Article shall be until the end of the month of when the re-employed temporary employee reaches 65 years old. Provided, however, that this shall not apply if an agreement for renewal is reached between the company and this temporary employee.

(Retirement Allowance)

Article 42 Retirement Allowance will not be provided to indefinite-term temporary employees.

(Dismissal)

Article 43 If an indefinite-term temporary employee falls under any of the following items, he/she will be dismissed.

- (1) When work performance of an indefinite-term temporary employee is poor or he/she violates the employment regulations, and there is no room for improvement
  - (2) When a temporary employee is deemed impossible to carry out the duty due to physical and mental disorders (except the case of occupational accident)
  - (3) When there is an unavoidable reason by the abolition or reduction of business
  - (4) When an indefinite-term temporary employee refused to be dispatched to the other dispatch destination without reasonable reasons despite that a company introduced him/her a new dispatch destination due to the termination of the dispatching contract with the previous dispatch destination.
  - (5) When an indefinite-term temporary employee violates employment regulations
2. The company will not dismiss indefinite-term temporary employee solely because of the termination of the worker dispatch contract.

(Dismissal Warning)

Article 44 A company may dismiss an indefinite-term temporary employee under the preceding Article, by warning more than 30 days in advance or by paying an average wage for 30 days.

2. The days for warning can be reduced if the average wage per day is paid to the temporary employee, by the number of days the average wage is paid for.

(Settlement)

Article 45 When an indefinite-term temporary employee intends to resign from a company (including disciplinary dismissal or dismissal), he/she must promptly return goods which were provided by a company and settle the debts toward company.

(Liability for Damages)

Article 46 If an indefinite-term temporary employee causes damage to the company by an intentional act or negligence, he/she must compensate for the damage. (The percentage is determined by the company each time.)

Supplementary Provision

This rule takes effect on June 1, 2018.

This rule takes effect on July 1, 2019.

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This rule takes effect on May 1, 2021.