

5. Employment Regulations for Fixed-Term Temporary Employees

Employment Regulation for Fixed-Term Temporary Employees

(Purpose)

- Article 1 This defines the regulations and employment conditions of fixed-term temporary employees (hereinafter referred to as temporary employees) of ISA Co., Ltd. (hereinafter referred to as a company).
- 2 As for temporary employees, in addition to stipulated in individual contract, this employment regulation is applied.
- 3 What is not stipulated in this employment regulation shall be pursuant to the Labor Standards Act and other laws.

(Definition of Temporary Employee)

- Article 2 In this employment regulation, a temporary employee is an employee employed by a company for a fixed period of time, and works under the command order at the dispatch destination by the direction of a company.

(Employment of Temporary Employee)

- Article 3 When employing a temporary employee, a company clearly specifies that he/she will be employed as a temporary employee, and the document which clearly specifies working conditions (a clear letter of the terms of employment) will be issued to him/her. At the same time, employment contract which individually specifies working conditions shall be concluded.

(Period of Employment)

- Article 4 The period of employment of a temporary employee shall be within a period of not exceeding one year and shall be determined individually.
- 2 Employment period set forth in the preceding paragraph may be renewed.

(Probation Period)

- Article 5 When signing an employment contract with a temporary employee according to the preceding article, a company may set a probation period in accordance with the employment period.
- 2 In the case that 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 the Probation Period)

Article 6 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 34 or the reasons for dismissal stipulated in Article 37

2. When a company dismisses a temporary employee pursuant to the provision of the preceding paragraph, the company will 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 will 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 7 A temporary employee who has concluded an employment contract must submit the following documents within one week after the conclusion of the employment contract.

- (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) Other documents required by the company

(Move to Indefinite-Term Temporary Employees)

Article 8 Among temporary employees employed under fixed-term employment contracts, those with a total contract term of more than continuous 5 years may move their contract from 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 format.

2. Apart from the preceding paragraph, among temporary employees under fixed-term employment contract, those with a total contract term exceeding

one year may be moved to employment under indefinite-term labor contract if the temporary employees agree, at the discretion of a company.

3. The total term of the 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 shall not be included in the total period of the contract.

(Instruction of Dispatch)

Article 9 When giving a temporary employee an instruction of dispatch, a company determines the dispatch destination and duties according to the capabilities of the temporary employee.

2. The company issues a clear letter of the terms of employment to a temporary employee and instructs the dispatch.

(Service)

Article 10 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. Temporary employee must work in accordance with the instruction from the dispatch destination.
3. Temporary employee must comply with the following matters regarding temporary employment.
 - (1) Temporary employee must comply with precautions for maintaining discipline and using facilities at the work place
 - (2) Temporary employee must not divulge the secrets that he/she has acquired in business
 - (3) In case of absence, lateness or early leaving, 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 to both a dispatch destination and the company.

(Rules at Work)

Article 11 Temporary employee must observe the following items when working.

- (1) Start working immediately at 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. If you have to be away from your workplace for unavoidable reasons, obtain permission from the head of your office in advance.
- (4) Always keep your work organized so that the work can be acted by others in case of your absence.
- (5) If you have a private visit, it must be held during break time at the place designated by a dispatch destination.
- (6) Do not smoke outside the smoking area.
- (7) Do not go into places where the company prohibits entry.
- (8) Do not engage in acts that fall under sexual harassment or maternity harassment, whether inside or outside the workplace, during work hours.
- (9) 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.
- (10) 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 12 When a 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 13 The starting/ending time and breaks shall be determined for each temporary employee and clearly stated.

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 shall be notified to the temporary employee by the day before.
4. The company might require temporary employee to change the place of work or the duty to be engaged due to business reasons. Temporary employee may

not refuse the change without a justifiable reason.

5. With regards to a temporary employee whose labor contract is still in place at the end of the Worker Dispatching Contract, a company shall make efforts to dispatch him/her to another dispatch destination promptly, and if it is unable to secure new employment opportunity for him/her, a company shall give them a Leave of Absence etc. and make efforts to maintain employment of the temporary employee.
6. 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 14 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 13 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 15 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 13 is not applied during that period.

(Holiday/Substitute Holiday)

Article 16 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 the substitute day at least by the previous day.

(Overtime and Working on Non-Working Days)

Article 17 Due to the unavoidable circumstances of the dispatch destination, a company might have temporary employees work overtime and also work on non-working days, within the scope described in the agreement between the 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 Day and Working Hours)

Article 18 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 19 If a 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 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. The company gives annual paid leave on the requested date. However, if it interferes with the normal operation of the company's business, the requested date might be changed to another date.
6. For a 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 a 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 20 If a temporary employee is pregnant or one year has not passed after childbirth, the temporary employee may apply for the leave pursuant to the Equal Employment Opportunity Act. The period and hours the temporary employee do not work shall be unpaid.

(Special Leave)

Article 21 If a temporary worker falls under any of the following items, a special leave for the days as follows may be requested.

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|---|--------|
| (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 a female 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 a female employee who is extremely difficult to work on a menstrual day.
4. If a 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. 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 sick/injured childcare leave can be obtained on a half-day basis.
 - (1) Temporary employee of less than 6 months since hired
 - (2) Temporary employee with a prescribed working day of less than 2 days per week
6. A 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 care leave can be obtained on a half-day basis.
 - (1) Temporary employees less than 6 months since hired
 - (2) Temporary employees 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 22 When a temporary employee raising a child who is less than one (1) year old requests, the Childcare Leave shall be permitted up to the day the child reaches one (1) year old. (up to two (2) years old in case of special circumstances.)

2. Matters concerning childcare Leave shall be governed by the regulations concerning childcare and family care leave, etc. prescribed separately.

(Family Care Leave)

Article 23 Among the temporary employee, those who need can apply and take family care leave, or work short time for family care.

2. A certain range of temporary employees who care for their families can request the company that they do not work midnight from 10 pm till 5 am. However, this shall not be the case when it interferes with the normal operation of the business.
3. Necessary matters such as procedures for the 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 24 Temporary employee shall be put on leave of absence if he/she falls under any of the following items. Provided, however, that the provisions of this Article shall not apply to the employee who is in the period of the employment contract concluded for the first time.

- (1) When it is recognized that absence due to non-occupational illness will continue (About one month or more basically) to affect daily work regardless of whether it is continuous or intermittent
 - (2) When manpower supply is incomplete due to mental or physical illness
 - (3) When a company deems the leave of absence of the employee is appropriate due to business needs or special circumstances
2. The period of leave of absence set forth in paragraph 1 of this Article shall 1 month starting from the day designated by a company. However, if the expiration date of the employment contract comes earlier than the expiration date of the leave period, the expiration date of the

employment contract is the expiration date of the leave period.

3. In deciding the necessity of the leave of absence set forth in paragraph 1 of this Article, a company requires the temporary employee to submit a medical certificate of the attending doctor or a medical certificate of a designated company doctor.
4. When the Contract Employees is unable to return to work after the period of leave of absence expires, in principle, the employee is naturally expected to retire on the expiration date of the period of leave of absence. If an employee takes leave of absence again, within 6 months, due to the same reason for the leave of absence or similar reasons after returning to work, the leave of absence period will be added up.
5. If there is any other social insurance premium, resident tax, to be borne by the temporary staff during the leave period, the company shall issue an invoice and the temporary staff shall pay the company by the method indicated on the invoice or by due date.

(Reinstatement)

Article 25

If the cause of leave of absence disappears during the period of leave of absence, as a general rule, the temporary employee will be reinstated to its original duty. However, the reinstatement of the employee on leave of absence who falls under Item 1 and 2 of Paragraph 1 of preceding Article will be limited to those submitted a certificate of recovery (a medical certificate) of the attending doctor and approved by a company. In the event that the company requests the doctor to have an interview upon submission of the medical certificate by the temporary employee, this employee must cooperate with it. Even if the medical certificate of the attending doctor is submitted, a company might order the employee to see an industrial doctor designated by a company or a doctor designated by the company.

2. As for reinstatement, assignment to the original duty is the general rule, but if it is difficult or inappropriate to reinstate the employee to the original duty, the employee might be assigned to the other duty and wage might be reduced in line with the duty.

(Social Insurance and Employment Insurance)

Article 26

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 retirement due to the expiration of the dispatch contract, 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 temporary employment that does not meet the requirements (Employment insurance will be lost the day before).

(Wage)

Article 27 The wage of temporary employee and extra wage for overtime of temporary employee are decided considering all the facts concerning abilities to perform its duty, details of the duty, wage level at the dispatch destination, wage level of general workers, employment conditions at the recruitment etc. and concretely based on the labor contract.

(Training, etc.)

Article 28 Temporary employees must work on the development of abilities required to carry out their duties, and strive for self-development.

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

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

4. When a company orders temporary employees 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.

(Wage for Temporary Suspension of Work)

Article 29 A company shall pay an allowance under Article 26 of the Labor Standards Act if a temporary employee is suspended from work due to reasons that should be attributed to the company.

(Bonuses)

Article 30 As a general rule, bonuses will not be paid to temporary employees except as provided for in the Labor Contract.

(Health and Safety)

Article 31 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 temporary employees.

2. Temporary employees must comply with the health and safety measures implemented by a company and the dispatch destination.

(Medical Checkup)

Article 32 A company shall conduct regular medical checkup at least once a year for 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 temporary employee as a result of medical checkup.
4. 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 33 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 34 A company may give punishment of warning, suspension from work, disciplinary dismissal or reduction of wage when the 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 performed any other unfavorable act equivalent to each item

(Retirement)

Article 35 Temporary employee will retire from a company if falling under any of the following items.

- (1) When the employment period terminates, and the contract is not renewed
- (2) When the temporary employee asked for retirement and the company approved, or when 30 days have passed since the day the temporary employee asked for retirement.
- (3) When there is no contact to the company, and 14 days have passed, and the company does not know whereabouts of the temporary employee
- (4) The last day of labor contract renewal for temporary employees shall be the last day of the month when they reach the age of 65.

(Retirement Allowance)

Article 36 Retirement Allowance will not be provided to temporary employees.

(Dismissal)

Article 37 If a temporary employee falls under any of the following items, he/she will be dismissed.

- (1) When work performance of a 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 a 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 a temporary employee violates employment regulations

2. Employment contract period of temporary employee is stipulated in individual employment contract, and temporary employee whose employment

contract is still in existence at the end of the worker dispatch contract will not be dismissed for the reason solely because of the termination of the worker dispatch contract.

(Dismissal Warning)

Article 38 A company may dismiss a 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 39 When a 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 40 If a 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 July 1, 2017.

This rule takes effect on October 1, 2017.

This rule takes effect on January 1, 2018.

This rule takes effect on June 1, 2018.

This rule takes effect on July 1, 2019.

This rule takes effect on April 1, 2020.

This rule takes effect on May 1, 2021.

This rule takes effect on October 1, 2022.