

# Nagoya Institute of Technology Rules of Employment for Fixed-term Employed Staff

Established on September 11, 2007

## Chapter 1 General Provisions

(Purpose)

**Article 1** These Rules shall stipulate the necessary matters concerning the employment of full-time staff members (excluding full-time staff members employed based on Nagoya Institute of Technology Rules on Terms of Teaching Staff (established on April 1, 2004), Nagoya Institute of Technology Rules of Employment for Re-employed Staff (established on February 20, 2007) and Nagoya Institute of Technology Regulations on Endowed Chairs and Endowed Research Sections (established on April 1, 2004); hereinafter, “Fixed-term Employed Staff”), who are employed for fixed terms.

(Types of Fixed-term Employed Staff Members)

**Article 2** Fixed-term employed staff who can be employed by applying these Rules shall be those listed below.

- 1) Specially appointed faculty members
- 2) Specially appointed researchers
- 3) Research administrator staff members (hereinafter, “URA staff members”)
- 4) Specially appointed experts
- 5) Specially appointed professional staff members
- 6) Specially appointed staff members

(Employment Cost for Fixed-term Employed Staff Members)

**Article 3** The employment cost for fixed-term employed staff members shall be appropriated from external funds or competitive funding.

2. Notwithstanding the provision in the previous clause, for those who are stipulated in Items 1 and 3 to 6 in the previous Article, the employment cost can be appropriated from other expenses as required.

(Salaries to be Provided to Fixed-term Employed Staff)

**Article 4** Salaries for fixed-term employed staff shall include stipend and commutation allowances. For salaries for specially appointed professional staff members and specially appointed staff members, however, overtime allowances and holiday pay shall be provided in addition to stipend and commutation allowances.

2. Salaries for specially appointed experts shall include an amount equivalent to administrative allowances stipulated in Article 13 of Nagoya Institute of Technology’s Regulations on Salaries for Staff (established on April 1, 2004; hereinafter, “Regulations on Salaries”).

(Payment of Salaries)

**Article 5** Salaries that are explained in the previous Article shall be provided by applying the provisions in Clause 1 in Article 4, Article 16, Articles 21 to 23, and Articles 32 to 36 of the

Regulations on Salaries.

(Decision on the Amount of Stipends)

**Article 6** The amount of stipends for fixed-term employed staff members shall be decided upon consideration of working conditions, including the intensity of labor, and the working environment based on the degrees of complexity, difficulties and responsibilities of their duties as indicated in the Table of Stipends for Fixed-term Employed Staff (Attached Table).

(Working Hours, etc.)

**Article 7** The working hours for fixed-term employed staff members stipulated in Item 1 and Item 2, Article 2 shall be decided by applying the Discretionary Labor System for Professional Work after concluding a labor management agreement based on the provisions in Article 11 of Nagoya Institute of Technology's Regulations on Working Hours, Vacations, etc., of Staff Members (established on April 1, 2004; hereinafter, "Regulations on Working Hours, etc.").

## **Chapter 2** Specially Appointed Faculty Members

(Definition of Specially Appointed Faculty Members)

**Article 8** Specially appointed faculty members shall be those who fall under one of the items below.

Those who:

- 1) Are employed based on the Tenure Track System (a system whereby young researchers can become full-time teachers when they have met certain criteria after having accumulated experience as a researcher and educator in an independent research environment in a type of fixed term employment after strict screening), and those who engage in education/research at Nagoya Institute of Technology Center for Innovative Young Researchers (hereinafter, "Center for Innovative Young Researchers");
- 2) Are in charge of Nagoya Institute of Technology's Industry-Academia Collaborative Research Course, Industry-Academia Collaborative Research Department (hereinafter, "Industry-Academia Collaborative Research Course, etc."), and who have also engaged in education/research in the Industry-Academia Collaborative Research Course, etc., or
- 3) Have noticeable achievements or advanced knowledge in a specific field, who have been recommended by the President, and who engage in education and research in the Institute.

(Employment)

**Article 9** Specially appointed faculty members shall be employed through screening.

2. With regard to the screening in the previous Clause, those who fall under Item 1 of the previous Article shall be screened by the President after deliberations by the Center for Innovative Young Researchers, the Personnel Affairs Planning Board, the Faculty Council, and the Educational Research Council.
3. With regard to the screening stipulated in Clause 1, those who fall under Item 2 of the previous Article shall be screened by the President after deliberations by the Center for Industrial and Governmental Relations, the Personnel Affairs Planning Board, the Faculty Council, and the

Educational Research Council.

4. With regard to the screening stipulated in Clause 1, those who fall under Item 3 of the previous Article shall be screened by the President after deliberations by the Personnel Affairs Planning Board, and the Educational Research Council.
5. The provisions in Article 4 and Article 5 of Nagoya Institute of Technology's Screening Criteria for Faculty Members (established on April 1, 2004) (hereinafter, "Screening Criteria for Faculty Members") shall be applied to the screening of specially appointed faculty members defined in Clause 2, and the provisions from Article 3 to Article 5 shall be applied to the screening of specially appointed faculty members defined in Clause 3 and Clause 4.

(Cross-appointment System)

**Article 9-2** Specially appointed faculty members who are defined in Item 3, Article 8, based on agreements with organizations other than the Institute (hereinafter, "Other Organization(s)"), shall be able to engage in works of the Institute and Other Organizations while having the positions of both a faculty member of the Institute and a researcher of Other Organizations (excl. works as side business; hereinafter, "Cross-appointment System").

2. With regard to works of faculty members to whom the provision of the previous Clause is applied, provisions in agreements with Other Organizations shall be prioritized over the provisions in these Rules or in other rules of the Institute.
3. Necessary matters concerning the treatment of the Cross-appointment System shall be based on the "Nagoya Institute of Technology Regulations on the Cross-appointment System," which is defined separately.

(Titles)

**Article 10** Among the specially appointed faculty members who are defined in Item 1, Article 8, those who are qualified as an Associate Professor shall be called a "Tenure Track Associate Professor," and those who are qualified as an Assistant Professor shall be called a "Tenure Track Assistant Professor."

2. Among the specially appointed faculty members who are defined in Items 2 and 3, Article 8, those who are qualified as a Professor can be called a "Specially Appointed Professor," those who are qualified as an Associate Professor can be called a "Specially Appointed Associate Professor," and those who are qualified as an Assistant Professor can be called a "Specially Appointed Assistant Professor."
3. Titles are granted to specially appointed faculty members according to the Screening Procedure for Faculty Members, which are stipulated in Clauses 2, 3 and 4 of Article 9.
4. Among the titles stipulated in the previous Clauses, when titles related to specially appointed faculty members defined in Item 2, Article 8 are used, this shall be reported to the Research Planning Board.

(Periods and Renewal of Labor Contracts)

**Article 11** Periods of labor contracts for specially appointed faculty members shall not exceed one year from April 1 to March 31 of the following year, and those contracts shall not be renewed

when the total period of a contract from the day of employment exceeds five years.

2. Notwithstanding the provision of the previous Clause, when employing staff members, who have concluded a fixed-term labor contract with the Institute (hereinafter, “Fixed-term Labor Contract”), as specially appointed faculty members after the expiration of the relevant Fixed-term Labor Contract, the contract period, including the period of the relevant Fixed-term Labor Contract, shall not exceed five years. In this case, if those faculty members were in the period of another Fixed-term Labor Contract prior to the relevant Fixed-term Labor Contract, the period of the previous Fixed-term Labor Contract must be included in the contract period. If the period of the relevant Fixed-term Labor Contract (including another Fixed-term Labor Contract period, prior to the relevant Fixed-term Labor Contract) includes the period of being enrolled at Nagoya Institute of Technology, however, the period of the enrollment shall not be included in the labor contract period.
3. The provisions of Clause 3, Article 19-2 of Nagoya Institute of Technology Rules of Employment for Staff Members (established on April 1, 2004; hereinafter, “Rules of Employment for Staff Members”) shall be applied to the treatment of the summing up of labor contract periods in the previous Clause.

(Special Provisions of Working Hours for Specially Appointed Faculty Members in Item 3, Article 8)

**Article 11-2** Clause 1, Article 3 of Regulations on Working Hours, etc., which defines working hours per week, shall not be applied to specially appointed faculty members stipulated in Item 3, Article 8.

### **Chapter 3** Specially Appointed Researchers

(Definition of Specially Appointed Researchers)

**Article 12** Specially appointed researchers are those who are employed for a certain period to carry out research for projects for which advanced specialized knowledge or considerable experience is deemed particularly necessary, and are listed below.

Those who are employed as full-time workers and who are:

- 1) Defined in Item 4, Article 2 of Nagoya Institute of Technology Regulations on the Treatment of Project Researchers (established on November 25, 2004),
- 2) Employed with expenses based on external funds for joint/commissioned research, including donations, or on competitive funding.

(Employment)

**Article 13** Specially appointed researchers shall be employed through screening.

2. The screening in the previous Clause shall be conducted by the Director of Nagoya Institute of Technology Center for Industrial and Governmental Relations (hereinafter, “Center Director”) after judgment by the Nagoya Institute of Technology Center for Industrial and Governmental Relations (hereinafter, “Center”).
3. When deciding on employing a specially appointed researcher, the Center Director shall report on

this matter to the Research Planning Board.

(Titles)

**Article 14** Specially appointed researchers, when deemed appropriate by Center Director, can be titled as Specially Appointed Professor, Specially Appointed Associate Professor, Specially Appointed Assistant Professor, or Specially Appointed Assistant (hereinafter, “Specially Appointed Professor or Other”) based on a request from the project representative.

2. When deeming the request stipulated in the previous Clause appropriate, the Center Director shall decide on the title of the relevant researcher after deliberation at the Center, and report to the Research Planning Board.
3. The criteria related to granting titles, such as Specially Appointed Professor, shall be defined separately.

(Periods and Renewal of Labor Contracts)

**Article 15** Periods of labor contracts for specially appointed researchers shall not exceed one year from April 1 to March 31 in the following year, and the limit of renewal of those contracts shall be the duration of the research institute of the relevant project for those who are defined in Item 1, Article 13, and the contract period of the relevant research task, etc., for those who are defined in Item 2 of the same Article. However, the limit of renewals in total of a labor contract shall be five years.

2. Notwithstanding the provision of the previous Clause, when employing staff members who have concluded a Fixed-term Labor Contract, as specially appointed researchers after the expiration of the relevant Fixed-term Labor Contract, the provisions of Clause 2 and Clause 3 of Article 11 shall be applied.
3. Notwithstanding the provision of Clause 1, the labor contracts for specially appointed researchers shall not be renewed on or after the first March 31 after the day when the relevant staff members reach 65 years old.
4. When it is difficult to obtain a well-qualified person, those who are older than 65 years old can be employed, limited to cases where they have a wealth of knowledge in their work.

#### **Chapter 4** URA Staff Members

(Definition of URA Staff Members)

**Article 16** URA staff members shall be those who are employed for a certain period of time in order to enhance the quality of research activities of faculty members, and who engage in works such as the planning and management of research activities for which advanced expertise or considerable experience are deemed particularly necessary at Nagoya Institute of Technology Research Administration Office, and the promotion of utilizing research findings.

2. URA staff members shall be categorized by the official titles listed below. Those who use those titles shall also have the abilities indicated in the items below.
  - 1) Executive Research Administrators (hereinafter, “Executive URA”) shall be those who have very excellent research management ability, and supervise the works of URA staff members.

- 2) Senior Research Administrators shall be those who have particularly excellent research management ability, and support the works of Executive URA.
- 3) Research Administrators shall be those who have excellent research management ability and engage in the work of URA staff members.

(Employment)

**Article 17** URA staff members shall be employed through screening.

2. The screening stipulated in the previous Clause shall be conducted by the President based on a request from the Director of Nagoya Institute of Technology Research Administration Office (hereinafter, "Office Director") after judgment by Nagoya Institute of Technology Research Administrator Staff Members Screening and Evaluation Committee (hereinafter, "Screening and Evaluation Committee").

(Promotion)

**Article 18** URA staff members can be promoted depending on their duties and abilities from Item 3 to Item 2 of Clause 2 in Article 16, or from Item 2 to Item 1 of the same Clause.

2. The promotion stipulated by the provision of the previous Clause shall be decided on by the President based on the separately stipulated "Nagoya Institute of Technology Standards of Promotion and Term Cancellation of Research Administrator Staff Members" (hereinafter, "Standards of Promotion and Term Cancellation") after judgment by the Screening and Evaluation Committee.

(Titles)

**Article 19** URA staff members who are qualified as professors shall be titled Specially Appointed Professor; those who are qualified as Associate Professor shall be titled Specially Appointed Associate Professor; and those who are qualified as Assistant Professor shall be titled as Specially Appointed Assistant Professor.

2. Granting titles to URA staff members shall be performed according to the judgment procedure stipulated in the previous two Clauses.
3. When titles, which are stipulated in the previous Clause, are granted, this shall be reported to the Research Planning Board.

(Periods and Renewal of Labor Contracts)

**Article 20** Periods of labor contracts for URA staff members shall be set within a scope not exceeding five years, and those contracts shall not be renewed when the total period of a contract from the day of employment exceeds five years.

2. Notwithstanding the provision of the previous Clause, when employing staff members who have concluded a Fixed-term Labor Contract with the Institute, as URA staff members after the expiration of the relevant Fixed-term Labor Contract, the provisions of Clause 2 and Clause 3, Article 11 shall be applied.
3. Notwithstanding the provision of Clause 1, the labor contracts for URA staff members shall not be renewed on or after the first March 31 after the day when the relevant staff members reach 65 years old. In the case of Executive URAs, which are deemed particularly necessary by the

President in consideration of the achievements of the relevant Executive URA, their labor contracts can be renewed up to the first March 31 after the Executive URA reaches 70 years old.

**Article 21** If a URA staff member hopes to change his/her employment agreement to employment without term (hereinafter, “Term Cancellation”) from the day after the expiration of the period of the current labor contract, and if the President deems that the change is particularly necessary based on the Standards of Promotion and Term Cancellation, his/her term can be canceled after judgment by the Screening and Evaluation Committee.

2. With regard to URA staff members whose terms were canceled based on the provision of the previous Clause, these Rules (excl. the provisions of Clause 1 and Clause 2 of the previous Article as well as provision of Clause 2, Article 29) shall continue to be applied.
3. Necessary matters concerning Term Cancellation other than those stipulated in this Article shall be defined separately.

## **Chapter 5** Specially Appointed Experts, Specially Appointed Professional Staff Members and Specially Appointed Staff Members

(Definition of Specially Appointed Experts)

**Article 22** Specially appointed experts shall be those who are employed for a certain period in order to carry out works for which it is particularly necessary to use advanced and specialized work knowledge (incl. works done in institute-wide educational and research support facilities, etc.).

(Definition of Specially Appointed Professional Staff Members)

**Article 23** Specially appointed professional staff members shall be those who are employed for a certain period in order to carry out works for which practical expertise or experience are deemed particularly necessary.

(Definition of Specially Appointed Staff Members)

**Article 24** Specially appointed staff members shall be those who are employed for a certain period in order to provide necessary practical support.

(Employment)

**Article 25** Specially appointed experts, specially appointed professional staff members, and specially appointed staff members (hereinafter, “Specially Appointed Experts or Others”) shall be employed through screening. However, staff members who resign based on the provision of Item 2, Article 16 of Rules of Employment for Staff Members shall not be subject to the screening.

(Probationary Periods)

**Article 26** The provisions of Article 8 of the Rules of Employment for Staff Members shall be applied to the probationary periods for Specially Appointed Experts or Others.

(Titles)

**Article 27** A specially appointed expert can be given a title suitable for his/her work when the President deems it to be appropriate based on a request from the Head of his/her department.

(Periods and Renewal of Labor Contracts)

**Article 28** Periods of labor contracts for Specially Appointed Experts or Others shall not exceed one year from April 1 to March 31 in the following year.

2. Labor contracts of Specially Appointed Experts or Others may be renewed when it is deemed necessary for work based on the budget situation, the necessity of the current work, and evaluation of work performance of the relevant Specially Appointed Experts or Others. Those contracts shall not be renewed when the total period of a contract from the day of employment exceeds five years (for projects with a fixed work period, the duration of those projects. However, the period is up to five years.)
3. Notwithstanding the provision of the previous Clause, when employing staff members, who have concluded a Fixed-term Labor Contract as a Specially Appointed Expert or Other after the expiration of the relevant Fixed-term Labor Contract, the provisions of Clause 2 and Clause 3, Article 11 shall be applied. Specially Appointed Experts or Others for whom the provision of the provisory clause of Clause 2, Article 11 applies shall fall under one of the items below.
  - 1) Engineers who engage in work that requires advanced professional skills and abilities related to technologies;
  - 2) Those who engage in the planning for experiments or research related to scientific technologies, for development related to scientific technologies, for dissemination or commercialization of the results of the development; and in works for operations and management of securing funds, for the acquisition and utilization of intellectual properties, for experiments or research related to other scientific technologies, for development related to scientific technologies, or for the dissemination or commercialization of the results of those experiments or research (limited to cases that require expertise and abilities).
4. Notwithstanding the provision of Clause 2, the labor contracts of Specially Appointed Experts or Others shall not be renewed on or after the first March 31 after the relevant staff members reach 65 years old.

## **Chapter 6** Application of Rules of Employment for Staff Members

(Application of Rules of Employment for Staff Members)

**Article 29** In the Rules of Employment for Staff Members, the provisions of Article 4 (Relations with Laws and Regulations); Article 5 (Compliance and Execution); Article 7 (Specification of Working Conditions); Article 11 (Transfer, etc.), Items 1, 3 and 6 of Clause 1, Article 16 (Retirement); Article 17 (Resignation due to Personal Circumstances); Article 20 (Dismissal); Article 21 (Restrictions on Dismissal); Article 22 (Advance Notice of Dismissal); Article 23 (Obligations after Resignation); Article 24 (Leaving Certificate); Article 26 (Obligation of Good Faith); Article 27 (Obligation to Give Undivided Attention to Duty); Article 28 (Time to be Exempt from Obligation to Give Undivided Attention to Duty); Article 29 (Matters to be Observed); Article 30 (Employee Ethics); Article 31 (Anti-harassment Measures); Article 32 (Restriction on Subsidiary Business); Article 33 (Working Hours, etc.); Article 34 (Child Care Leave, etc.); Article 35 (Family Care Leave, etc.); Clauses 1 and 3, Article 36 (Training for Staff



Members); Article 37 (Commendation); Article 38 (Disciplinary Actions); Article 39 (Types and Details of Disciplinary Actions); Article 40 (Admonition, etc.); Article 41 (Compensation for Damages); Article 42 (Safety Control and Health Maintenance); Article 43 (Business Trips and Travel Expenses); Article 44 (Lodgings); Article 45 (Work-related Accident Compensation); Article 46 (Commuting Accidents); Article 46-2 (Non-legal Accident Compensation); and Article 48 (Intellectual Properties) shall be applied to Fixed-term Employed Staff.

2. Notwithstanding the provision of the previous Clause, in Article 33 of Rules of Employment for Staff Members, the provisions of Article 3 of Nagoya Institute of Technology Detailed Rules on Leave for Refreshment, which are separately stipulated in the provision of Item 19, Clause 1, Article 23 of the Regulations on Working Hours, etc., shall not be applied.

## **Chapter 7** Miscellaneous Rules

(Miscellaneous Rules)

**Article 30** Necessary matters concerning the working of fixed-term employed staff members outside these Rules shall be decided on by the President.

Supplementary Provisions

(Enforcement Date)

Article 1 These Rules shall be enacted on September 11, 2007.

(Special Provisions in Rules of Employment for Fixed-term Employed Staff)

Article 2 During the period from July 1, 2012 to March 31, 2014 (hereinafter, “Special Provision Period”), monthly stipends shall be paid to staff members subject to the Table of Stipends for Fixed-term Employed Staff (hereinafter, “Fixed-term Employed Staff”) by subtracting from the monthly stipend the amount equivalent to the calculation result of multiplying the monthly stipend by 4.77/100.

2. Other than the provisions in the previous Clause, Article 5 of Supplementary Provisions of Regulations on Salaries for Staff (enacted on April 1, 2004) shall be applied to necessary matters concerning the payment of salaries during the Special Provision Period.
3. Payment of salaries to staff members who make a contract as Fixed-term Employed Staff during the period from April 1 to June 30, 2012 shall be based on the provisions then in force during the employment period in the relevant contract notwithstanding the previous two provisions.

Supplementary Provisions

These Rules shall be enacted on April 1, 2008.

Supplementary Provisions

These Rules shall be enacted on April 1, 2009.

Supplementary Provisions

These Rules shall be enacted on June 24, 2009.

Supplementary Provisions (Rule No. 21 March 21, 2012)

These Rules shall be enacted on April 1, 2012.

Supplementary Provisions (Rule No. 3 June 26, 2012)

These Rules shall be enacted on July 1, 2012.

Supplementary Provisions (Rule No. 5 July 24, 2012)

These Rules shall be enacted on August 1, 2012.

Supplementary Provisions (Rule No. 17 March 14, 2013)

1. These Rules shall be enacted on April 1, 2013.
2. When enacting these Rules, the upper age limits of employment for those who are currently employed as specially appointed researchers and hope to continue to work shall be ages in the “Upper age limits of employment” column according to the “Ages from April 2, 2013 to April 1, 2014” column in the table below, notwithstanding the provision of Item 4, Article 16. However, their labor contracts shall not be renewed on or after the first March 31 after they reach the ages

stipulated in the “Upper age limits of employment” column.

Ages from April 2, 2013 to April 1, 2014	Upper age limits of employment
64	66
65	67
66	68
67	69
68	70

3. When enacting these Rules, if the renewal of labor contracts for specially appointed experts, professional staff members, and specially appointed staff members who are currently employed for periods up to three years is deemed necessary for work based on the budget status, the necessity of their work, and evaluations of their work performance, their labor contracts may be renewed within a scope not exceeding five years in total, including their current employment. However, those contracts shall not be renewed on or after the first March 31 after they reach 65 years old.

Supplementary Provisions (Rule No. 16 March 20, 2014)

These Rules shall be enacted on April 1, 2014.

Supplementary Provisions (Rule No. 4 June 25, 2014)

1. These Rules shall be enacted on July 1, 2014. However, the provision of Clause 2, Article 3 of the revised Nagoya Institute of Technology Rules of Employment for Fixed-term Employed Staff (established on September 11, 2007; hereinafter, “Rules of Employment for Fixed-term Employed Staff”) shall be applied from April 1, 2014.
2. The examinations by the Nagoya Institute of Technology Research Administrator Staff Members Screening and Evaluation Committee, which are stipulated in Clause 2, Article 17 and Clause 2, Article 19 of this revised Rules of Employment for Fixed-term Employed Staff, shall be replaced for a while with the examinations by the Nagoya Institute of Technology Directors’ Meeting.

Supplementary Provisions (Rule No. 18 January 28, 2015)

These Rules shall be enacted on April 1, 2015.

Supplementary Provisions (Rule No. 30 March 17, 2015)

These Rules shall be enacted on April 1, 2015.

**Attached Table****Table of Stipends for Fixed-term Employed Staff**

Pay steps	Monthly amount of stipends
1	140,000
2	150,000
3	160,000
4	170,000
5	180,000
6	190,000
7	200,000
8	210,000
9	220,000
10	230,000
11	240,000
12	250,000
13	260,000
14	270,000
15	280,000
16	290,000
17	300,000
18	310,000
19	320,000
20	330,000
21	340,000
22	350,000
23	360,000
24	370,000
25	380,000
26	390,000
27	400,000

28	410,000
29	420,000
30	430,000
31	440,000
32	450,000
33	460,000
34	470,000
35	480,000
36	490,000
37	500,000
38	510,000
39	520,000
40	530,000
41	540,000
42	550,000
43	560,000
44	570,000
45	580,000
46	590,000
47	600,000
48	610,000
49	620,000
50	630,000
51	640,000
52	650,000
53	660,000
54	670,000
55	680,000

56	690,000
57	700,000
58	710,000
59	720,000
60	730,000
61	740,000
62	750,000
63	760,000
64	770,000
65	780,000
66	790,000
67	800,000
68	810,000
69	820,000
70	830,000
71	840,000
72	850,000
73	860,000
74	870,000
75	880,000
76	890,000
77	900,000
78	910,000
79	920,000
80	930,000
81	940,000

82	950,000
83	960,000
84	970,000
85	980,000
86	990,000
87	1,000,000