Employment Contract for Project to Accept Foreigners Conducting Housekeeping Service in National Strategic Special Zones

国家戦略特別区域家事支援外国人受入事業のための雇用契約書(案)

The Organization accepting Foreigners Conducting Housekeeping Services (hereinafter "Specified Organization") and the Foreigner Conducting Housekeeping Services agree to enter into this Employment Contract under the terms and conditions prescribed in the separate Employment Terms and Conditions for specified activities to provide housekeeping services in National Strategic Special Zones.

特定機関 (以下「甲」という。)と外国人家事支援人材 (以下「乙」という。) は、別添の雇用条件書に記載された内容に従い雇用契約を締結する。

This Employment Contract becomes effective when the Foreigner Conducting Housekeeping Services enters Japan under the status of residence of "Designated Activities" and commences specified activities to provide housekeeping services that are permitted under the said status.

本雇用契約は、乙が、在留資格「特定活動」により本邦に入国して、同在留資格の特定家事支 援活動を開始する時点をもって効力を生じるものとする。

In cases where the actual date of entry into Japan of the Foreigner Conducting Housekeeping Services is different from his/her scheduled date of entry, the employment contract period specified in the Employment Terms and Conditions for specified activities to provide housekeeping services (commencement and termination of employment contract) shall be modified in accordance with the actual date of entry.

雇用条件書に記載の雇用契約期間(雇用契約の始期と終期)は、乙の入国日が入国予定日と相違した場合には、実際の入国日に伴って変更されるものとする。

If, for some reason or other, the Foreigner Conducting Housekeeping Services loses his/her status of residence, this Employment Contract shall be terminated at that point, and , he/she shall return in principle.

なお、乙が何らかの事由で在留資格を喪失した時点で雇用契約は終了するものとし、原則とし て帰国しなければならない。

In witness whereof, the parties hereto have executed this Employment Contract and the Employment Terms and Conditions for specified activities to provide housekeeping services in National Strategic Special Zones in duplicate, and each party shall keep one copy of the originals.

雇用契約書及び雇用条件書は2部作成し、甲乙それぞれが保有するものとする。

_(year)____(month)___(day) 年 月 日

Specified Organization: _____ (seal)

甲)_____ 印

(Name of the Specified Organization / Name and title of representative/ Seal) (特定機関名・代表者役職名・氏名・捺印)

Foreigner Conducting Housekeeping Services: 乙)

(Signature of the Foreigner Conducting Housekeeping Services) (外国人家事支援人材の署名)

Employment Terms and Conditions for specified activities to provide housekeeping services in National Strategic Special Zones 雇用条件書(案)

| | | (year) | (month) | (day) |
|---|-----------------|----------|---------|-------|
| | | 年 | 月 | 日 |
| 殿 | | | | |
| | | | | |
| | Specified Organ | nization | | |
| | 特定機関名 | | | |
| | Address | | | |
| | 所在地 | | | |
| | Telephone num | ıber | | |
| | 電話番号 | | | |
| | Name of repres | entative | s | eal |
| | 代表者 | | | 印 |

 Employment Contract Period 雇用契約期間

To:

• The foreigner conducting housekeeping services must not engage in activities to provide housekeeping services under the project to accept foreigners conducting housekeeping service in National Strategic Special Zones for more than three years in total.

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外国人家事支援人材は、本事業に基づく家事支援活動を通算3年以上行うことはできない。
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1.1 Employment contract period

雇用契約期間

1.2 Renewal of contract 契約の更新の有無

> □Contract will not be renewed. □Contract will be renewed in principle. 契約の更新はしない 原則として更新する

(The contract may not be renewed depending on the renewal evaluation criteria, or if the specified organization has changed for financial reasons or cannot renew the contract due to a downturn in business performance.) (更新の判断基準:経営難により特定機関を変更する等、会社の経営状況が著しく悪化した場合には、契約を更新しない場合がある。)

2 Place of Employment

就業の場所

3 Expected Duties

従事すべき業務の内容

4 Working Hours, etc.

労働時間等

4.1 Starting and finishing times

始業・終業の時間等 Scheduled working hours per day: hrs. mins 1日の所定労働時間数 時間 分 Starting time (_____) 時 始業 分 Finishing time (_____) 時 終業 分 [Applicable systems] 【次の制度が適用される場合】 □Irregular labor system: Irregular labor system in () units 変形労働時間制:() 単位の労働時間制

•If a one-year irregular labor system is adopted, attach a copy of a yearly corporate calendar with translations in the native language of the foreigner conducting housekeeping services and a copy of the letter of agreement concerning the irregular labor system that was submitted to the Labor Standards Inspection Office.

1年単位の変形労働時間制を採用している場合には、母国語併記の年間カレンダー の写し及び労働基準監督署へ届け出た変形労働時間制に関する協定書の写しを添付 する。

 \Box Shift system: Combination of the following work hours

交替制として、次の勤務時間の組み合わせによる。 Starting time (_______) Finishing time (_______) (Applicable days: Work break:____mins. Scheduled working hours per day:____hrs.___mins.) 始業 (時分) 終業(時分)

(適用日 休憩時間 分 時間 分) 1日の所定労働時間 Starting time (_____: ____) Finishing time (_____: ____) (Applicable days: work break: _____mins. Scheduled working hours per day: ____hrs.____mins.) 始業 (時 分) 終業(時 分) 休憩時間 (適用日 分 時間 1日の所定労働時間 分) Starting time (______) Finishing time (______) (Applicable days: Work break: mins. Scheduled working hours per day:____hrs.__ mins.) (終業(始業 時 分) 時 分) (適用日 休憩時間 分 時間 分) 1日の所定労働時間 4.2Work break: 休憩時間 () mins. 分 4.3Scheduled working hours per week: 1週間の所定労働時間数 __hrs. _____mins. (Scheduled working hours per annum: _____hrs.) 時間 分(年間総所定労働時間数 時間) 4.4Number of working days per annum 年間所定労働日数 (1st year: _____days; 2nd year: _____days; 3rd year: _____days) 日、3年目 (1年目 日、2年目 日) 4.5Overtime work: 所定時間外労働の有無 \Box Yes □No 有 無 OSee Articles ______to____, and Articles ______of the Rules of Employment for details. 条 ~ 第 条、第 条 ~ 第 詳細は、就業規則第 条 Days off 休日 Regular days off: Every_____, Japan's national holidays, others () (Total

number of days off per annum:_____days)

 $\mathbf{5}$

| 定例日: 毎週 曜日、日本の国民の休日、その他()(年間合計休日 日数 日) |
|--|
| |
| Additional days off:days per week/month, others () (Attach a copy of a |
| yearly calendar with translation in the native language of the foreigner conducting |
| housekeeping services) |
| 非定例日:週・月当たり 日、その他()(母国語併記の年間カレンダー写しを添 |
| 付する) |
| OSee Articles |
| details. 我如果 静囊相则 篱 奏 。 篱 奏 篱 奏 。 篱 奏 |
| 詳細は、就業規則 第 条 ~ 第 条、第 条 ~ 第 条 |
| Leave 休暇 |
| 6.1 Annual paid leave: 年次有給休暇 |
| After working consecutively for six months \rightarrow days |
| 6か月継続勤務した場合 → 日 |
| Annual paid leave prior to working consecutively for six month (\Box Yes \Box No) |
| 継続勤務6か月以内の年次有給休暇 (有無無) |
| \rightarrow days aftermonths |
| → か月経過で 日 |
| 6.2 Other leave entitlements: |
| その他の休暇 |
| Paid () Unpaid () |
| 有給() 無給() |
| \bigcirc See Articles to, and Articles of the Rules of Employment |
| for details. |
| 詳細は、就業規則 第 条 ~ 第 条、第 条 ~ 第 条 |
| Wage |
| 低金 新加加加加加加加加加加加加加加加加加加加加加加加加加加加加加加加加加加加加 |
| Basic wage: |
| 基本賃金 |
| □Monthly wage (yen) |
| 月給 (円) |
| $\Box \text{Daily wage} (\underline{\qquad \qquad } \text{yen})$ |
| 日給 (円) |
| □Hourly wage (yen) |

時間給 (円)

• It is not required to cover all the empty spaces.

すべての欄を埋める必要はない。

(Details are as provided in the attachment.)

(詳細は別紙のとおり)

7.1 Allowance (excluding additional pay for overtime work)

諸手当(時間外労働の割増賃金は除く)

| (| _ allowance, | _ allowance, | allowance) |
|---|--------------|--------------|------------|
| (| 手当、 | 手当、 | 手当) |

(Details are as provided in the attachment.)

(詳細は別紙のとおり)

7.2 Additional payment rates for overtime work, work on days off, and work late at night

所定時間外、休日又は深夜労働に対して支払われる割増賃金率

| | 7.2.1 | Overtime work | | |
|-----|-------|--|-----|-----|
| | | 所定時間外 | | |
| | | Work outside statutory working hours | (|)% |
| | | 法定超 | (|) % |
| | | Work outside statutory working hours exceeding 60 hrs. | . (|)% |
| | | 法定60時間超 | (|) % |
| | | Work outside prescribed working hours | (|)% |
| | | 所定超 | (|) % |
| | 7.2.2 | Work on days off: | | |
| | | 休日 | | |
| | | Statutory holidays | (|)% |
| | | 法定休日 | (|) % |
| | | Non-statutory holidays | (|)% |
| | | 法定外休日 | (|) % |
| | 7.2.3 | Work late at night: | (|)% |
| | | 深夜 | (|) % |
| 7.3 | Clo | sing day of wage period: | | |
| | 賃金 | ≥締切日 | | |
| | (|)of every month, ()of every mon | th | |
| | (|)毎月 日、 ()毎月 日 | | |
| 7.4 | Wag | ge payment date: | | |
| | 賃金 | ≥支払日 | | |
| | (| <u> </u> | th | |
| | (|)毎月 日、 ()毎月 日 | | |
| | | | | |

| 7.5 Method of wage payment | ;: |
|----------------------------|----|
|----------------------------|----|

賃金支払方法

 \Box Cash \Box Bank transfer

通貨払 口座振込み

7.6 Deductions from wage payment in accordance with labor-management agreement: 労使協定に基づく賃金支払時の控除

 \Box Yes \Box No

無 有

(Details are as provided in the attachment.)

(詳細は別紙のとおり)

7.7 Wage raise:

昇給

7.8

7.9

|) [| □ No |
|-----|----------------------|
|) | 無 |
| | |
| | |
|) [| □ No |
|) | 無 |
| | |
| |) [)) [) |

退職金

| 退職金 | | |
|----------------------------------|---|------|
| \Box Yes (Timing, amount, etc. |) | 🗆 No |
| 有(時期、金額等 |) | 無 |

8 Termination of Employment

退職に関する事項

8.1 Voluntary termination (Notify the president or other supervisor at least two weeks in advance)

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自己都合退職の手続(退職する2週間以上前に社長等に届けること)
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8.2 Dismissal

解雇の事由及び手続

The Specified Organization may dismiss a foreigner conducting housekeeping services only when a compelling reason exists, after giving 30 days prior notice or upon paying no less than the average wage for 30 days of labor to the foreigner conducting housekeeping services.

When dismissing foreigner conducting housekeeping services for reasons attributable to him/her, the Specified Organization may do so immediately without prior notice or payment of average wage compensation upon receiving approval from the head of the competent Labor Standards Inspection Office. 解雇は、やむを得ない事由がある場合に限り少なくとも30日前に予告をするか、又 は30日分以上の平均賃金を支払って解雇する。外国人家事支援人材の責に帰すべき 事由に基づいて解雇する場合には、所轄労働基準監督署長の認定を受けることにより 予告も平均賃金の支払も行わず即時解雇されることもあり得る。

○See Articles____to___, and Articles____to___of the Rules of Employment for details.

詳細は、就業規則 第 条 ~ 第 条、第 条 ~ 第 条

9 Others

その他

9.1 Subscription to social insurance

社会保険の加入状況

 \Box Employee's pension insurance

厚生年金

 \Box National pension insurance

国民年金

 \Box Health insurance

健康保険

 \Box National health insurance

国民健康保険

9.2 Application of labor insurance

労働保険の適用

□Employment insurance□Workmen's accident compensation insurance常災保険

9.3 Medical checkup at the time of employment: 雇入れ時の健康診断

> ____(year) ____(month) 年 月

9.4 First routine medical checkup: 初回の定期健康診断

> ____(year) _____(month) (thereafter, every ______) 年 月 (その後 ごとに実施)

9.5 Cost burden:

費用負担

(The person who bear travel expenses and other expenses and how to share the burden, etc. shall be as follows.)

(渡航に要する費用その他の費用の負担者、負担割合等については、以下のとおりと する。) 9.5.1 Travel expense: 渡航費用 Burden ratio, etc. 負担割合等

9.5.2 Transportation cost (excluding allowance): 交通費(手当としての支給を除く) Settlement method, etc. 精算方法等 9.5.3 Others その他

() ()

Signature of the Foreigner Conducting Housekeeping Services 受取人(署名)_____

Wage payment 賃金の支払い(案)

1 Basic wage



2 Amount and method of calculation of allowances (excluding additional payment for overtime work)

諸手当の額及び計算方法(時間外労働の割増賃金は除く)

| 2.1 | (| allowance :yen/ Method of calculation: |) |
|-----|---|--|---|
| | (| 手当円/計算方法: |) |
| 2.2 | (| allowance :yen/ Method of calculation: |) |
| | (| 手当円/計算方法: |) |
| 2.3 | (| allowance :yen/ Method of calculation: |) |
| | (| 手当円/計算方法: |) |
| 2.4 | (| allowance :yen/ Method of calculation: |) |
| | (| 手当円/計算方法: |) |

- 3 Estimated monthly payment (1+2): Approx._____ yen (total) 1 ヶ月当たりの支払い概算額(1+2) 約_____円 (合計)
- 4 Items to be deducted at the time of wage payment:賃金支払時に控除する項目

(When deducing the item other than the item 4.1-4.3, the specified organization shall give justification at the time of wage payment.)

(4.1から4.3まで以外を控除する場合には、給与支払時にその根拠を示すこと)

4.1 Tax: Approx._____ yen 税金 (約_____円)

- 4.2 Employment insurance premium: Approx._____ yen

 雇用保険料(約_____円)
- 4.3 Social insurance premium: Approx._____ yen

 社会保険料(約_____円)
- 4.4 Meal expenses: Approx._____ yen

 食費 (約_____円)
- 4.5
 Housing expenses: Approx._____ yen

 住居費
 (約
- 4.6 Others (Utility fees): Approx._____ yen

 その他(水道光熱費)(約_____円)
- 4.7 Others () Approx.____ yen その他 (_____) (約____円)
 - ●Total deductions: (Approx._____ yen) 控除する金額の合計 (約_____円)

• Take-home amount paid at the time of wage payment (provided there are no missed workdays)

 Approx.______ yen (excluding additional payment for overtime work)

 賃金支払時に支給する手取り額(欠勤等がない場合)
 (約_____円)

 (時間外労働の割増賃金は除く)

5 Others (items to be collected after the wage payment):

その他(賃金支払後に徴収する項目)

(If there is no corresponding items, it is not required to fill in the blanks.) (該当しない場合には記載不要)

