

Employment Contract for Technical Intern Training

技能実習のための雇用契約書

The organization implementing the technical intern training _____ (hereinafter “Implementing Organization”) and the technical intern trainee (or technical intern trainee candidate) _____ (hereinafter “Technical Intern Trainee”) agree to enter into this Employment Contract under the terms and conditions prescribed in the separate Employment Terms and Conditions for Technical Intern Training.

実習実施機関名 _____ (以下「甲」という。) と技能実習生 (候補者を含む) _____ (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 Technical Intern Trainee enters Japan under the “Technical Intern Training (i)-___” status of residence and commences activities toward acquiring skills that are permitted under the said status.

本雇用契約は、乙が、在留資格「技能実習1号 _____」により本邦に入国して、同在留資格の技能等を修得する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 Technical Intern Trainee’s actual date of entry into Japan is different from his/her scheduled date of entry, the employment period specified in the Employment Terms and Conditions for Technical Intern Training (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 Technical Intern Trainee loses his/her status of residence, this Employment Contract shall be terminated at that point.

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する。

In witness whereof, the parties hereto have executed this Employment Contract and the Employment Terms and Conditions for Technical Intern Training 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

Implementing Organization: _____ (seal)

甲 _____ 印

[Name of implementing organization, name and title of representative, seal]

(実習実施機関名・代表者役職名・氏名・捺印)

Technical Intern Trainee:

乙 _____

(Signature of technical intern Trainee)

(技能実習生の署名)

V. Days Off

休日

- Regular days off: Every _____, Japan's national holidays, others () • (Total number of days off per annum: ___ days)
定休日；毎週 曜日、日本の国民の祝日、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 corporate calendar with translations in the technical intern's native language)
非定休日；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)

- See Articles __ to __, 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

VI. Leave

休暇

1. Annual paid leave: After working consecutively for 6 months → ___ days

年次有給休暇 6か月継続勤務した場合 → 日

Annual paid leave prior to working consecutively for 6 months (Yes No)

継続勤務6か月以内の年次有給休暇 (有 無)

→ ___ days after ___ months

→ か月経過後 日

2. Other leave entitlements: Paid () Unpaid ()

その他の休暇 有給 () 無給 ()

- See Articles __ to __, 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

VII. Wage

賃金

1. Basic wage: Monthly wage (yen) Daily wage (yen) Hourly wage (yen)
基本賃金 月給 (円) 日給 (円) 時間給 (円)

(Details are as provided in the attachment.)

(詳細は別紙のとおり)

2. Allowances (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)

3. 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

- (a) Overtime work: Work outside statutory working hours ()%

所定時間外 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 () %

- (b) Work on days off: Statutory holidays ()% Non-statutory holidays ()%

休日 法定休日 () %、 法定外休日 () %

- (c) Work late at night: ()%

深夜 () %

4. Closing day of wage period: () ___ of every month, () ___ of every month

賃金締切日 () - 毎月 日、 () - 毎月 日

5. Wage payment date: () ___ of every month, () ___ of every month

賃金支払日 () - 毎月 日、 () - 毎月 日

6. Method of wage payment: Cash Bank transfer

賃金支払方法 通貨払 口座振込み

7. Deductions from wage payment in accordance with labor-management agreement: No Yes (Details are as provided in the attachment.)

労使協定に基づく賃金支払時の控除 無 有 (詳細は別紙のとおり)

8. Wage raise: Yes (Timing, amount, etc.), No

昇給 有 (時期、金額等)、 無

9. Bonus: Yes (Timing, amount, etc.), No

賞与 有 (時期、金額等)、 無

10. Termination allowance: Yes (Timing, amount, etc.), No

退職金 有 (時期、金額等)、 無

VII. Termination of Employment

退職に関する事項

1. Voluntary termination (Notify president, plant manager, or other superior at least two weeks in advance.)

自己都合退職の手続（退職する2週間以上前に社長・工場長等に届けること）

2. Dismissal

解雇の事由及び手続

The accepting organization may dismiss a technical intern 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 technical intern.

When dismissing a technical intern for reasons attributable to the technical intern, the accepting organization may do so immediately without prior notice or payment of average wage compensation upon receiving approval from the head of the competent Labour Standards Inspection Office.

解雇は、やむを得ない事由がある場合にかぎり少なくとも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。技能実習生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

IX. Others

その他

- Subscription to social insurance

社会保険の加入状況

(Employees' pension insurance National pension insurance Health insurance National health insurance)

(厚生年金 国民年金 健康保険 国民健康保険)

- Application of labor insurance (Employment insurance Workmen's accident compensation insurance)

労働保険の適用 (雇用保険 労災保険)

- Medical checkup at the time of employment: _____ (year) _____ (month)

雇入れ時の健康診断 年 月

- First routine medical checkup: _____ (year) _____ (month) (thereafter, every _____)

初回の定期健康診断 年 月 (その後 ごとに実施)

- Signature of technical intern

受取人(署名)

