

## 2010 年度第 1 回通常総会 / The June 2010 Ordinary General Meeting

・ 日時 : 2010 年 6 月 27 日 ( 日 ) 午後 3 : 00 - 5 : 00

Date: Sunday 27 June 2010, 3:00 p.m. - 5:00 p.m.

・ 場所 : 国立オリンピック記念青少年総合センター、センター棟 416 号室

Place: National Olympics Memorial Youth Center, Room: 416

### ・ 議案 / Agenda

・ 第 1 号議案 平成 21 年度事業報告 / Item 1. Business Report (2009/04/01 - 2010/03/31)

・ 第 2 号議案 平成 21 年度決算報告 / Item 2. Financial Report (2009/04/01 - 2010/03/31)

・ 第 3 号議案 平成 21 年度監査報告 / Item 3. Audit Report (2009/04/01 - 2010/03/31)

・ 第 4 号議案 平成 22 年度事業計画 / Item 4. Business Plan (2010/04/01 - 2011/03/31)

・ 第 5 号議案 平成 22 年度予算 / Item 5. Budget (2010/04/01 - 2011/03/31)

・ 第 6 号議案 その他の重要事項 / Item 6. Other important Issues

1. 動議 2010 - 2 - 11 : JALT 事務局就業規則承認 ( 提案者 キース シンシア、副理事長及び総務委員会代表 )

MOTION 2010-2-11: Recommendation of Approval of JALT Office Regulations (proposed by Cynthia Keith, Vice President, on behalf of the Administrative Committee)

2. National Election Nominations

・ 第 1 号議案 平成 21 年度事業報告 / Item 1. Business Report (2009/04/01 - 2010/03/31)

### **Advertisement and Associate Members**

The number of advertisements increased slightly from 47 to 49 in 2009. Associate Members seems to be holding steady and is at 49 currently.

### **Conference Attendees**

The conference attendees were better than we had budgeted for with a total of 1678 attendees.

・第2号議案 平成21年度決算報告 / Item 2. Financial Report (2009/04/01 - 2010/03/31)

JALT Financial Report, 1 April 2009 to 31 March 2010

For the year ended 31 March 2010, JALT had total revenues of ¥70,739,823, total expenses of ¥71,595,124, and thus a net loss of ¥855,301. The fund balance consequently decreased from ¥27,986,826 to ¥27,131,525.

As for financial position, JALT's total assets are ¥58,864,422. Liabilities are ¥31,732,897, and the Fund Balance is, as above, ¥27,131,525.

Compared to the previous year, Revenues were up by .41%, Expenses decreased by .45%, and the Net Loss was 41.79% less than before.

Assets decreased by 4.27%, while Liabilities decreased by 5.28%; in brief, we paid off liabilities more quickly than last year, and thus we have less in both Assets and Liabilities.

For next year we anticipate much lower expenses and revenues that are comparable to this year.

Submitted by Kevin Cleary, Director of Treasury

15 June 2010

## Audit Report

Based on the relevant articles of the NPO JALT Constitution, I performed the following duties for the period of April 1, 2009 to March 31, 2010.

1. Inspection of the status of business conducted by the directors;
2. Inspection of the status of assets of NPO JALT;
3. Auditing of the activity report made by the Director of Programs;
4. Auditing of the inventory of assets, balance sheet and statement of the revenues and expenditures made by the tax accountant and audited by the independent auditor.

As a result of the performance, I have found no important facts indicating violation of the NPO-JALT Constitution with regard to the business or assets of JALT and submitted the Auditor's Report including the recommendations for the improvement in the accounting practices.

Tadashi Ishida, JALT Auditor

June 15, 2010

## 監査報告

当監事は、特定非営利活動法人全国語学教育学会定款の規定に従って、平成21年4月1日から平成22年3月31日までの当学会に関して、次に掲げる職務を行いました。

- (1) 理事の業務執行の状況の精査
- (2) この法人の財産の状況の精査
- (3) 企画担当理事の作成したこの法人の事業報告書の監査
- (4) 税理士が作成し、独立監査人の公認会計士が監査したこの法人の財産目録、貸借対照表及び収支計算書の監査

上記職務を行った結果、当監事は、この法人の業務又は財産に関し、定款に違反する重大な事実を認定しませんが、会計実務の改善勧告を含む監事報告書を提出しました。

平成22年6月15日

特定非営利活動法人全国語学教育学会

監事 石田正

## Independent Auditor's Report

We have examined the balance sheet of NPO The Japan Association for Language Teaching("JALT") as of

March 31,2010, and the related statement of income and fund balance for the year then ended, all expressed in Japanese yen.

Our examination was made in accordance with auditing standards, procedures and practices generally accepted and applied in Japan and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the financial statements referred to above present fairly the financial position of JALT as of March 31, 2010, and the results of its operations for the year then ended in conformity with accounting principles and practices generally accepted in Japan applied on a consistent basis.

Kimiichiro Kuramochi  
Certified Public Accountant  
June 15,2010

### 独立監査人監査報告書

平成 22 年 6 月 15 日

公認会計士 倉持公一郎

平成 22 年 3 月 31 日現在の法人の貸借対照表及び関連する平成 21 年度の収支決算書と正味財産残高を精査しました。

精査は日本で受け入れられ、適用されている監査基準、手続き及び慣行に準拠して実施されました。それゆえ、状況によって必要と考えられる会計記録の試査及び他の監査手続きが含まれています。

私は上記の財務諸表は平成 22 年 3 月 31 日現在の法人の財産の状態を適正に表示しており、平成 21 年度の会計処理は日本で一般に受け入れられている会計原則と慣行に準拠し、かつ、前事業年度と同一の基準に従って継続的に適用されていることを認めます。

### **Advertisement and Associate Members**

For 2010 we have reworked the ad packages to fit in with the bi-monthly TLT and also to make them more attractive for Associate Members with smaller budgets. Due to the current economic situation and the fact that The Language Teacher has gone bi-monthly, we expect advertising to be done some overall.

Also, with a more expensive and rather small conference venue we do not expect to get as much revenue from the EME.

・第5号議案 平成22年度予算 / Item 5. Budget (2010/04/01 - 2011/03/31)

**JALT FISCAL YEAR APRIL 2010-MARCH 2011 PROVISIONAL BUDGET2010 Draft Budget**

**From April 2010 to March 2011**

<b>Revenues (Income plus interest)</b>	<b>Amount</b>	<b>Totals</b>
Regular (2200)	20,000,000	
.Overseas (60)	600,000	
Student (90)	400,000	
Group (125)	1,000,000	
Joint (80)	680,000	
AM (50)	7,000,000	
Local (?)	0	
<b>Total Membership Revenue</b>		<b>29,680,000</b>
CnfMbr Regular	20,000,000	
CnfMbr Student	0	
ConfMbr Junior	300,000	
ConfMbr AM	700,000	
Donation	0	
Equipment	500,000	
Workshop	200,000	
Construction Display	6,000,000	
Handbook-CD	0	
Hndbk/TLTJly Ads	500,000	
Banquet, PrezRecep (IFF)	100,000	
Conference Grant	500,000	
Miscellaneous	0	
<b>Total Conference Revenue</b>		<b>28,800,000</b>
TLT Advertising	1,600,000	
JJ Advetising	0	
Other (web) Advertising	100,000	
Member List Sales	200,000	
Yomiuri Package Ad Sales	400,000	
<b>Total Advertisement Rev</b>		<b>2,300,000</b>
TLT Subscriptions	2,600,000	
JJ Subscriptions	200,000	
TLT Sales	80,000	
JJ Sales	0	
CD-ROM, Binder, Label	50,000	
<b>Total Publications and Subscriptions</b>		<b>2,930,000</b>
External Donation/Grant	0	
Interest Earned	10,000	
Miscellaneous Income	200,000	

Total Other Revenue	210,000
<b>TOTAL REVENUES</b>	<b>63,920,000</b>

<b>Expenses</b>	<b>Amount</b>	<b>SubTotals</b>	<b>Totals</b>
Chapter Grants	8,000,000		
SIG Grants	0		
Research Grants	300,000		
Total Grants			8,300,000
Communications	350,000		
Equipment	670,000		
Operations (rent)	2,500,000		
Staff	13,500,000		
Total Central Office			17,020,000
Postage	30,000		
Communications	100,000		
Travel to JCO	500,000		
Travel to Intl Conferences	500,000		
Hotel while at JCO	200,000		
Hotel while at Int Conferences	0		
ChapSIG Travel	0		
Supplies	200,000		
Advertising (Yomiuri)	500,000		
Copies/printing	0		
Miscellaneous	100,000		
Total Administration			2,130,000
EBM Travel/Hotel	2,500,000		
EBM Hotel	700,000	3,200,000	
BoD Travel	300,000		
BoD Hotel	80,000		
BoD Miscellaneous	50,000	430,000	
Pub Board Travel/Hotel	100,000		
Pub Board Hotel	50,000		
Pub Board Miscellaneous	20,000	170,000	
Total Meeting			3,800,000
Consultants	2,500,000		
Internet Web Administrator	900,000		
Web Server Fee	144,000		
Database (Splash)	800,000		
Bank charges/VISA Card	1,300,000		
Depreciation/ Removal	600,000		
Corporation Tax	70,000		
Misc. Tax Expenses	300,000		

Total Services and Fees		6,614,000
TLT Printing	4,000,000	
TLT Layout	2,000,000	
TLT Postage	1,000,000	
JJ Printing	1,000,000	
JJ Layout	500,000	
JJ Postage	300,000	
Pub Board-Expenses	100,000	
Misc. Expenses	20,000	
Total Publication		8,920,000
TLTJly/CFP/Hndbk.Prcdngs Input	600,000	
TLTJly/CFP/Hndbk.Prcdngs Layout	900,000	
TLTJly/CFP/Hndbk.Prcdngs Printing	1,500,000	
Total Conference Handbook Expenses		3,000,000
Conf Planning Travel	300,000	
Conf Planning Hotel	200,000	
Conf Planning Postage	10,000	
Conf Planning Supplies	100,000	
Total Conference Planning		610,000
Conf. Site Rental	6,000,000	
Conf. Construction	2,800,000	
Conf. Honoraria	450,000	
Conf. Party Reception	600,000	
Conf. Insurance	100,000	
Conf. Travel	550,000	
Conf. Hotel	1,200,000	
Conf. Supplies (food)	200,000	
Conf. Helper Labor	1,000,000	
Conf. Publicity	500,000	
Conf. Miscellaneous	100,000	
Total Other Conference Expenses		13,500,000
Total Conference Expenses		17,110,000
<b>Total Revenues</b>		<b>63,920,000</b>
<b>Total Expenses</b>		<b>63,894,000</b>
<b>Total Gain/Loss</b>		<b>26,000</b>

・ 第 6 号議案 その他の重要事項 / Item 6. Other important Issues

MOTION 2010-2-11: Recommendation of Approval of JALT Office Regulations (proposed by Cynthia Keith, Vice President, on behalf of the Administrative Committee)

Moved to accept the 2010 Office Regulations, Wage Regulations, Child- Family Care Leave and Continued Employment documentations as drafted and translated, as submitted as in the attachments to this JENL. (Proposed Cynthia Keith, Vice President on behalf of the Administrative Committee)

Rationale: The documents provisionally accepted by OGM, June 28, 2009 have been professionally redrafted along with the additional documentation and have been reviewed by the JALT Office Staff and approved by this EBM prior to being sent to the OGM for final review and acceptance.

## 継続雇用規程

## Continued Employment Regulations

特別非営利法人 全国語学教育学会

NPO

The Japan Association for Language Teaching

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## (目的) Purpose

第1条 この規程は、特定非営利活動法人全国語学教育学会（以下「学会」という。）の職員であって、就業規則第53条に定める定年年齢（満60歳）後に再雇用される者に関する事項を定めるものである。

Article 1 JALT hereby establishes these regulations to stipulate the matters on the Employee who shall be re-employed after the retirement age of 60 based on Article 53, the Office Regulations.

## (定義) Definition

第2条 この規程で嘱託職員とは、定年退職日に学会と嘱託雇用（再雇用）契約を締結し、再雇用される者をいう。

Article 2 A Temporary Employee in these regulations means the employee who is re-employed by entering a temporary employment contract (re-employment contract) with JALT on the day of retirement.

## (嘱託雇用契約) Temporary Employment Contract

第3条 定年年齢後に嘱託職員として再雇用されることを希望する者は、学会に対して「嘱託雇用申請書」を定年退職日の3ヶ月前までに提出しなければならない。

2 学会は、再雇用を希望する者が次条に定める適用基準（労使協定で定める再雇用の要件となる基準をいう。）を満たす者と認めるときは、その者の定年退職日に、その者と嘱託雇用契約を締結するものとする。

Article 3 The Employee who desires to be re-employed as a Temporary Employee after the retirement age shall submit an “Application for Temporary Employment” 3 months prior to the said date of retirement.

2. When JALT acknowledges that the person who desires to be re-employed fulfills the standards for application in the next paragraph (the standards required for re-employment under a labor-management agreement), JALT shall enter a temporary employment contract with said person.

## (適用基準) Standards for Application

第4条 嘱託雇用契約の締結は、継続雇用申請書を提出した職員であって、次の各号に掲げる適用基準のすべてを満たす者を対象とする。

- (1) 定年前の3年間、出勤率が80%以上で、学会就業規則に定める懲戒処分の対象とならなかったことがない者
- (2) 業務上必要な特定の資格を有する者（公的資格など）
- (3) 定年退職後も学会で勤務に精勤する意欲がある者
- (4) 勤労意欲に富み、引き続き勤務を希望する者
- (5) 直近の健康診断の結果、業務遂行に問題がないこと
- (6) 体力的に勤務継続可能である者

Article 4 The Temporary Employment Contract shall be made only with the Employee who has submitted a “Application for Re-Employment “ and fulfills all the standards below:

1. The Employee whose attendance record is over 80% and has never received sanctions provided in the JALT Office Regulations for the period of 3 years before the age of retirement.
2. The Employee who has specific qualifications necessary for his/her duties
3. The Employee who is ready to work hard in his/her duties for JALT after the age of retirement
4. The Employee who is full of willingness to work and has desire to continue to work.
5. The Employee who has been found no problem to perform his/her duties as the result of the recent medical examinations.

6. The Employee who is physically capable of being re-employed.

2 前項各号のいずれかを満たさない職員であっても、健康状態に問題がない限り、学会は、その者と嘱託雇用契約を締結することがある。

2. JALT may make a temporary employment contract with the Employee who does not fulfill all of the standards in the previous paragraph as long as the Employee does not have a health problem.

### **(契約期間) Contract Period**

第5条 嘱託雇用契約の期間は1年間とする。但し、最長65歳の誕生日の月の計算期間の末日までとする。

Article 5 The period for temporary employment shall be one year; however, until the last day of the calculation period in the 65<sup>th</sup> birthmonth of the Employee.

### **(職場及び職種) Workplace and Type of Job**

第6条 嘱託職員の職場及び職種は、本人の希望、知識、技能、経験、適正等を総合的に勘案し、契約締結時に決定する。

Article 6 The workplace and the type of job for the Temporary Employee shall be determined taking the preference, knowledge, skills, experience, adequacy and other factors of the Temporary Employee into consideration at the time of making the contract.

### **(身分) Status**

第7条 嘱託職員は、職員としての地位を有するものとし、嘱託雇用契約は、期間の定めのある労働契約とする。

Article 7 The Temporary Employee has a status as the Employee and the temporary employment contract shall be regarded as a labor contract with definite term.

### **(賃金) Wages**

第8条 嘱託職員の賃金は、嘱託雇用契約締結時に決定する。

Article 8 Wages for the Temporary Employee shall be determined at the time of making the temporary employment contract.

### **(労働時間、休日、休憩等) Working Hours, Holidays and Breaks**

第9条 嘱託職員の労働時間、始業・終業時刻、休憩及び休日は、嘱託雇用契約締結時に決定する。

Article 9 Working hours, start and finish time, break time and holidays for the Temporary Employee shall be determined at the time of making the temporary employment contract.

### **(労働条件) Working Conditions**

第10条 嘱託職員の労働条件については、次のとおりとする。

(1) 年次有給休暇およびその他の休暇

就業規則第34条(年次有給休暇)を適用し、退職時の有給休暇残日数の繰越し及び継続勤務期間の通算を行う。

その他の休暇は、嘱託雇用契約締結時に決定する。

(2) 賃金額改定

原則として行わない。ただし、契約更新時に基本給を改定することがある。

( 3 ) 賞与

支給しない。ただし、学会の業績及び期間中の貢献度等を勘案して、役員会においてその都度決定することがある。

( 4 ) 退職金

支給しない。

( 5 ) 健康保険、厚生年金保険、労災保険、雇用保険

勤務日数、勤務時間により該当する場合は継続して加入する。ただし、契約締結時及び更新時に、資格喪失及び取得の手続を同時に行うことがある。

( 6 ) 休職

適用しない。ただし、特別の事情により学会が認めた場合は適用することがある。

( 7 ) 就業規則等の適用

学会の就業規則の規定のうち、第6章（服務規律）、第7章（解雇）、第9章（安全衛生）を準用する。

Article 10 Working conditions for the Temporary Employee are as follows:

1. Yearly paid holidays and other holidays

Calculation of the carried over paid holidays at the time of retirement and the total service years shall be carried out according to Article 34, the Office Regulations (Yearly Paid Holidays) .

2. Renewal of Wages

Renewal of Wages in principle shall not be considered. However, regular wages may be renewed at the renewal of the contract.

3. Bonus

A bonus shall not be paid. However, JALT may make a decision on this matter in the Board Meeting considering the accomplishment of the JALT and the Temporary Employee's contribution to JALT during the period.

4. Retirement Benefit

Retirement benefit shall not be paid

5. Health Insurance, Employee Pension, Employment Insurance and Worker's Compensation Insurance

The Temporary Employee shall continue to be covered by Health Insurance, Employee Pension, Employment Insurance and Worker's Compensation Insurance then the number of working days or working hours of the Temporary Employee are enough for the coverage. However, the procedures for the termination of the qualification and the acquisition it may be taken at the same time when JALT and the Temporary Employee make or renew the contract.

6. Administrative Leave

Administrative Leave shall not apply to the Temporary Employee. However, JALT may give Administrative Leave when JALT acknowledges the need of doing so with special reasons.

7. Application of the Office Regulations

Chapter 6 Service Regulations; Chapter 7 Dismissal; and Chapter 9 Safety and Health; in the Office Regulations shall apply to the Temporary Employee.

附 則

Supplementary Provision

( 1 ) この規程は、平成 2 2 年 7 月 1 日より実施する。

( 2 ) この継続雇用規程を改定する場合は、職員の代表者の意見を聴いて行う。

(1) This Regulations shall come into force from July 2010

(2) Revision or Abolition of these Regulations shall be made after consulting the representatives of the Employees.

# 賃金規程

## Wage Regulations

特別非営利法人 全国語学教育学会

NPO

The Japan Association for Language Teaching

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## 第1章 総則

### Chapter 1 General Provisions

#### (目的) Purpose

第1条 この規程は、就業規則第34条（賃金）の定めに基づき、職員の給与に関する事項を定めるものである。

Article 1 JALT hereby establishes these wage regulations to stipulate the matters on wages for Staff Members based on the Article 34 Wages in the Office Regulations.

#### (適用範囲) Range of Application

第2条 この規程は、就業規則第2条（適用範囲）に定める職員に適用する。ただし、パートタイム職員および契約職員については個別労働契約によるものとする。

Article 2 These Regulations apply to the Employees prescribed in Article 2, of the Office Regulations. However, the individual agreements stated separately apply to part-time employees and contract employees

#### (賃金の支給範囲) Range for Payment of Wages

第3条 賃金とは、職員の労働の代償として支払われるすべてのものをいう。したがって、職員が労働しないときは別段の定めによる場合のほか賃金を支払わない。

Article 3 Wage means every payment to the Employee as remuneration for labor. Therefore, wages shall not be paid when the Employee does not work in cases otherwise provided by laws and regulations.

## 第2章 賃金

### Chapter 2 Wages

#### 第1節 賃金の支払いと計算

##### Section 1 Payment and Calculations of Wages

#### (賃金の支払方法) Payment Method of Wages

第4条 賃金は通貨で直接本人にその全額を支払う。ただし、本人の同意を得て、その指定する金融機関等の口座への振込みにより賃金の支払いを行う。

Article 4 Wages shall be paid in currency to the Employee. However, with the consent of the Employee, JALT shall pay wages via direct deposit to the account of the designated financial institution.

#### (賃金の控除) Deductions from Wages

第5条 次に掲げるものは、賃金から控除する。

- (1) 源泉所得税
- (2) 住民税
- (3) 健康保険及び厚生年金保険の保険料の被保険者負担分
- (4) 雇用保険の保険料の被保険者負担分
- (5) 職員との書面協定により賃金から控除することとしたもの

Article 5 The following items shall be deducted from wages:

1. Withholding Tax
2. Citizens Tax

3. Share of the Employment Insurance Expense to be paid by the Insured
4. Share of the Health Insurance Expense to be paid by the Insured
5. Other items decided to be paid from wages based on the agreement between the Employer and the Employee

(賃金の計算期間及び支払日) Calculation Period and Date of Payment of Wages

第6条 賃金は、前月21日から当月20日までの分について、当月25日に支払う。ただし、賃金支払日が金融機関の休日にあたる時は、その直前の営業日に支払う。

Article 6 Wages shall be paid monthly on the 25 of the month for the period from the 21<sup>st</sup> of the previous month to the 20<sup>th</sup> of the month. In the event that pay day falls on non-business day, wages shall be paid on the business day prior to pay day.

2 前項の定めにかかわらず、次の各号のいずれかに該当するときは、職員（本人が死亡したときはその者の収入によって生計を維持されていた者）の請求により、賃金支払日以前であっても既往の労働に対する賃金を支払う。

(1) 本人の死亡、退職、解雇のとき

(2) 本人又はその収入によって生計を維持する者の出産、疾病、災害、婚礼又は葬儀など臨時の費用に充てるとき

(3) その他特別の事情がある場合であって、学会が必要と認めたとき

2. Notwithstanding the previous paragraph, the Employer, pursuant to the request of the Employee (or of the person whose livelihood has been maintained by the Employee's wages in the case of the Employee's death) shall pay the wages for services performed before the pay day in any of the cases that fall under any of the following items.

1. When the Employee dies, retires or has been dismissed

2. When the pay shall be used to cover extra expense such as expense for childbirth, illness, disaster, wedding or funerals of the Employee or the person whose livelihood is maintained by the Employee's wages.

3. When there are other special circumstances and JALT recognizes the need for the payment

(賃金の計算方法) Calculation Method of Wages

第7条 賃金計算期間の途中に入社、退職、休職又は復職した場合は、その月の賃金を下記の算式により日割計算して支払う。

$$\frac{\text{基本給} + \text{管理職手当}}{\text{1ヵ月平均所定労働日数}} \times \text{出勤日}$$

Article 7 In case that the Employee joins, retires, takes an administrative leave or is reinstated, the wages of the month shall be paid on a pro-rate basis.

$$\frac{\text{Regular Wage} + \text{Executive Allowance}}{\text{Average Designated Working Hours}} \times \text{Number of Attendance}$$

$$\frac{\text{通勤手当}}{\text{1ヵ月平均所定労働日数}} \times \text{出勤日}$$

$$\frac{\text{Commutation Allowance}}{\text{Average Designated Working Hours}} \times \text{Number of Attendance}$$

( 欠勤等の扱い ) Handling of Absence or others

第 8 条 欠勤、遅刻、早退及び私用外出をした場合の時間については、原則として 1 日又は 1 時間当たりの賃金額に欠勤、遅刻、早退及び私用外出の合計時間数を乗じた額を差し引くものとする。ただし、賃金計算期間の全部を休業した場合は、賃金月額のをすべてを支給しないものとする。

Article 8 In case of absence, late arrival, early departure or going out of the office on personal business by the Employee, the total number of missing working hours caused by the absence, late arrival, early departure, private outing shall be deducted from the scheduled working hours. However, in the case that the Employee has taken a leave all through the wage calculation period, none of the wages for the month shall be paid.

( 1 ) 遅刻・早退・私用外出等の控除

(1) Deduction for late arrival, early departure, private outing or others

$$\frac{\text{基本給}}{\text{1 ヶ月平均所定労働時間}} \times \text{不就労時間数}$$

$$\frac{\text{Regular Wage}}{\text{Average Designated Working Hours}} \times \text{Missed Working Hours}$$

( 2 ) 欠勤控除

(2) Deduction for absence

$$\frac{\text{基本給}}{\text{1 ヶ月平均所定労働日数}} \times \text{不就労日数}$$

$$\frac{\text{Regular Wage} + \text{Executive Allowance}}{\text{Average Designated Working Days}} \times \text{Missed Working Days}$$

ただし、管理職手当については、所定労働日数の半分以上を欠勤した場合は、以下の通りとする。

The calculation below applies to the Executive Allowance in case the Employee has missed half of the designated working days.

$$\frac{\text{基本給} + \text{管理職手当}}{\text{1 ヶ月平均所定労働日数}} \times \text{不就労日数}$$

$$\frac{\text{Regular Wage} + \text{Executive Allowance}}{\text{Average Designated Working Days}} \times \text{Missed Working Days}$$

( 休暇休業等の賃金 ) Wages during Leaves

第 9 条 年次有給休暇及び就業規則第 18 条 ( 特別休暇 ) に定める特別休暇の期間は、所定労働時間労働したときに支払われる通常の賃金を支給する。

Article 9 During the yearly paid holiday and periods under Article 18 Special Leave, the Office Regulations, regular

wages to be paid for working the designated working hours shall be paid.

2 次の休暇及び休業期間等は無給とする。

- ( 1 ) 産前産後休業
- ( 2 ) 育児・介護休業期間
- ( 3 ) 育児時間
- ( 4 ) 生理日の措置の日又は時間
- ( 5 ) 母性健康管理のための休暇等の時間
- ( 6 ) 公民権行使の時間
- ( 7 ) 就業規則第51条(休職期間)に定める休職期間

2. JALT shall not pay wages during the following leaves or time

- 1. Maternity Leave
- 2. Period for Child Care Leave/ Family Care Leave
- 3. Time for Child Care
- 4. Day or time for Measures for Menstrual Periods
- 5. Time for Maternal and Child Health Control
- 6. Time for the Exercise of Civil Rights
- 7. Period for Administrative Leave under Article 51 Administrative Leave, the Office Regulations

3 学会の責めに帰すべき事由により、休業したときは、休業手当を支給する。休業手当の額は、1日につき平均賃金の6割とする。

3. When the Employee does not work by reasons attributable to JALT, leave allowance shall be paid. The leave allowance per day shall be 60% of the daily average wages.

## 第2節 月例賃金

### Section 2 Monthly Wages

(賃金の構成) Components of Monthly Wages

第10条 賃金の構成は次のとおりとする。

- ( 1 ) 基本給
- ( 2 ) 管理職手当(時間外手当)
- ( 3 ) 通勤手当
- ( 4 ) 時間外手当
- ( 5 ) 休日手当

Article 10 Components of Monthly Wages are as follows:

- 1. Regular Wage
- 2. Executive Allowance (Overtime Allowance)
- 3. Commutation Allowance
- 4. Overtime Allowance
- 5. Holiday Work Allowance

(基本給) Regular Wages

第11条 基本給は、各自の職責、職務遂行能力、経験及び年齢等を総合考慮のうえ決定する。

Article 11 Regular wages shall be determined by taking the Employee's official responsibilities, job performance, experience, ages and other factors into consideration .

( 管理職手当 ) Executive Allowance

第12条 管理職手当は、事務局長の職位にある者に対し時間外手当として支給する。

手当相当分の時間を超過する場合は、労働基準法 37 条に基づく割増賃金を支払う。

Article 12 Executive allowance shall be paid as payment for overtime work to the Employee in the position of the Central Office Supervisor. In the case that the Employee's overtime work exceeds the time equivalent to the allowance, extra pay shall be paid based on Article 37, Labor Standards Act.

( 通勤手当 ) Commutation Allowance

第13条 通勤に電車、バス等の交通機関を利用する職員に対しては、通勤に係る実費支弁を目的として通勤手当を支給する。ただし、通勤の経路及び方法は、学会事務局と自宅との間の最も合理的かつ経済的であると学会が認めたものに限ることとし、また非課税限度額を超える場合には非課税限度額を限度として支給する。

Article 13 For the Employees who uses public transportation such as trains and buses for commutation, JALT shall pay the commutation allowance based on the actual amount for commutation. The route and method of commutation between the JALT Office and the Employees Residence should be approved as the most rational and economical. In case the commutation allowance exceeds the non-taxable limit for the allowance, the limit of the amount shall be paid.

( 手当の計算方法 ) Calculation Method

第14条 第13条に規定する通勤手当は、支給事由が発生した日から、支給事由が消滅した日まで支給するものとする。ただし、賃金計算期間の途中に入社、退職、休職又は復職した場合における当該事由の発生した月の通勤手当の額は、第7条(賃金の計算方法)の定めるところによる。

Article 14 The commutation allowance prescribed in Article 13 shall be paid on the day the reason for the payment arises until the day the reason abates; however, for the month when the said reason arises in case that the Employee joins, retires, take administrative leave or is reinstated, the amount of commutation allowance shall be paid based on Article 7 Calculation Method of Wages).

( 異動の届出義務、不正の届出 )

Responsibility for notification of changes and notification of inappropriate acts

第15条 通勤経路を変更するとき及び通勤距離に変更が生じたときは、速やかに事務局長に届け出なければならない。

Article 15 In case that change of commutation distance occurs due to the change of the commutation route, the Employee should notify the Central Office immediately.

2 前項の届出を怠ったとき、又は不正の届出により通勤手当その他の賃金を不正に受給したときは、その返還を求め、就業規則第42条(制裁の事由)に基づき制裁処分を行うことがある。

2. If the Employee fails to make a notification in the previous paragraph or has received commuting allowance or other wages in an ill manner by an inappropriate notification, JALT shall demand return of the paid wages

and might give sanctions based on Article 42 Reason for Sanctions, the Office Regulations.

( 割増賃金 ) Extra Wages

第16条 割増賃金は、次の算式により計算して支給する。ただし、就業規則第15条(適用除外)に該当する者は、次の時間外、休日に関する割増賃金は適用しない。

Article 16 Extra Wages shall be paid by the calculating formula below; however, this shall not apply to the Employees which fall into the provision of Article 15 Exempts, the Office Regulations,

( 1 ) 時間外労働割増賃金 (法定労働時間を超えて労働させた場合)

Extra Wage for Overtime Work (When the Employer makes the Employee work over the designated working hours)

$$\frac{\text{基本給} + \text{諸手当}}{\text{1ヵ月平均所定労働時間}} \times (1 + 0.25) \times \text{時間外労働時間数}$$
$$\frac{\text{Regular Wages} + \text{Various Allowances}}{\text{Monthly Average Designated Working Hours}} \times (1 + 0.25) \times \text{the hours of overtime work}$$

( 2 ) 休日労働割増賃金 (法定の休日に労働させた場合)

Extra Wage for Holiday Work (When the Employer makes the Employee work on Holidays)

$$\frac{\text{基本給} + \text{諸手当}}{\text{1ヵ月平均所定労働時間}} \times (1 + 0.35) \times \text{法定休日労働時間数}$$
$$\frac{\text{Regular Wages} + \text{Various Allowances}}{\text{Monthly Average Designated Working Hours}} \times (1 + 0.35) \times \text{法定休日労働時間数 hours on holiday work}$$

諸手当は、通勤手当、管理職手当 (時間外手当) を除く。

Various Allowance shall not include commutation allowance and executive allowance.

( 賃金の改定 ) Renewal of Wages

第17条 基本給及び諸手当等の賃金の改定については、原則として毎年7月に行うこととし、パートタイム職員については各人の契約更新時に行うものとする。

改定額については、学会の財務状況及び職員の勤務成績等を勘案して各人ごとに決定する。

Article 17 Renewal of regular wages and other allowances shall be made in principle in July every year. The renewal of the wages for part-time employees shall be determined on the time of the renewal of each contract. The renewed amount shall be determined individually considering the financial state of JALT and the work performance of each Employee.

2 前項のほか、特別に必要があるときは、臨時に賃金の改定を行うことがある。

2. In addition to provisions in the preceding paragraph, JALT may renew the wages on a temporary basis when necessity arises.

第3章 賞与  
Chapter 3 Bonus

(賞与) Bonus

第18条 学会は、各期の財務状況を勘案して、原則として年2回、6月と12月に賞与を支給する。ただし、学会の財務状況の著しい低下その他やむを得ない事由がある場合には、支給時期を延期し、又は支給しないことがある。

Article 18 JALT shall in principle pay bonus two times a year in June and December, taking the financial state of each term into consideration. In case of a sharp decline of the financial state of JALT or with other unavoidable reason, JALT may postpone the payment or shall not pay at all.

2 前項の賞与の評価対象期間は次のとおりとし、この期間の各職員の勤務状況に応じて、支給日当日に学会事務局に在籍し、かつ通常に勤務していた者について支払うこととする。

2. Evaluation period for bonus described in the previous paragraph is as follows; and JALT shall pay bonus according to the performance of the Employee who belongs to JALT and who is working normally on the day of the payment.

賞与支給月	評価対象期間
6月	前年1月1日から当年6月30日
12月	当年7月1日から当年12月31日

Bonus Pay Month	Evaluation Period
June	January 1 in the last year to June 30 in the previous
December	July 1 to December 31 of the year

附 則  
Supplementary Provisions

この規程は、平成22年7月1日より制定実施する。

(1) These Regulations shall come into force as from July 1, 2010

育児・介護休業規程  
Regulations for Child Care  
Leave and Family Care Leave

特別非営利法人 全国語学教育学会

NPO

The Japan Association for Language Teaching

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## 育児・介護休業規程

### Regulations for Child Care Leave and Family Care Leave

従業員の育児休業および介護休業、育児・介護を容易にするための措置、育児・介護を行う従業員の深夜業・時間外労働の制限、子の看護休暇並びに介護休暇に関しては、

この規程および育児休業、介護休業等育児又は家族介護を行う労働者の福祉に関する法律その他の法令の定めるところによる。

Child Care Leave and Family Care Leave of the Employees, measures to facilitate the care of children and other family members, limitation of late-night work and overtime work for the employee who is taking care of children or family members, Sick/Injured Child Care Leave and Family Care Leave, shall be as described in these Regulations and in Act on the Welfare of Workers Who Take Care of Children or Other Family Members Including Child Care and Family Care Leave.

## 第1章 育児休業等

### Chapter 1 Child Care Leave

#### (1歳までの育児休業) Child Care Leave for a child less than one year of age

第1条 同居しその1歳（配偶者が1歳到達日以前に育児休業を取得している場合は1歳2ヵ月。以下これを「パパ・ママ育休プラス」という。）未満の子を養育する従業員（日々雇用者を除く。）は、育児休業をすることができる。ただし、期間雇用者については、申し出時点において次のいずれにも該当する者に限り、育児休業をすることができる。

1. 勤続1年以上であること
2. 子が1歳に達する日を超えて雇用関係が継続することが見込まれること
3. 子が1歳に達する日から1年を経過する日までに雇用契約の期間が満了し更新されないことが明らかでないこと

Article 1 When the Employee (except day workers) who takes care of a child under one year of age (a child of one year and 2 months of age if the Employee's spouse is taking Child Care leave until the said child's date of one year of age, here after referred as "Papa MAMA Ikukyu Plus") may take Child Care Leave. In the case of the Employee under contract for certain periods of time, he or she may take Child Care Leave only when he or she falls into all of the following categories:

1. The Employee employed for a continued period of at least one year
2. The Employee is likely to be kept employed after the day on which his/her dependent child reaches one year of age (referred to as "Date of One Year of Age" hereafter).
3. It is not clear that the Employee's labor contract will expire and not be renewed during the subsequent year from the Date of One Year of Age.

(2) 前項の定めにかかわらず、労使協定で適用除外とされた次のいずれかに該当する者は育児休業をすることができない。

1. 勤続1年未満の者
2. 休業の申出から1年（次条による育児休業の場合は6ヵ月）を経過する日までに雇用関係が終了することが明らかな者
3. 1週間の所定労働日数が2日以内の者

(2) Notwithstanding the provision of the preceding paragraph, the Employee who falls into any of the followings regarded as exclusion from application under a Labor-Management Agreement may not take Child Care Leave:

1. The Employee employed for a continued period of less than one year
2. It is clear that the Employee's labor contract will expire and not be renewed during the subsequent year from the Date of One year of Age.
3. The Employee whose prescribed weekly working days are within 2 days

### **( 1 歳 6 ヶ月までの育児休業 ) Child Care Leave for a child less than one year of age**

第 2 条 子の 1 歳到達日 ( パパ・ママ育休プラスの場合で休業終了予定日が 1 歳到達日後の場合は、休業終了予定日。本条において同じ。 ) において育児休業中の者又はその配偶者が育児休業中の者は、次の各号のいずれかに該当する場合は、子が 1 歳 6 ヶ月に達するまでの間、育児休業をすることができる。ただし、この場合の休業は 1 歳到達日の翌日を開始日としなければならない。

1. 保育所に入所を希望しているにもかかわらず、入所ができない場合
2. 子の親であって 1 歳以降の育児を行う予定の配偶者が死亡、負傷、疾病等により子を養育できなくなった場合

Article 2 When the Employee who is taking Child Care Leave or whose spouse is taking Child Care Leave on the Date of One year of Age (In the case of "Papa Mama Ikukyu Plus", Child Care Leave Scheduled End Date. The same shall apply in this article) and who falls into any of the categories may take Child Care Leave until the said child reaches one and six months of age. However, the Child Care Leave Scheduled Start Date must be the following day of the said child's Date of One Year of Age.

1. When the Employ has desire for admission into a nursery centre, but that is not possible.
2. When the Employee's spouse, who is a parent and is expected to take care of the child after the Date of One Year of Age, becomes unable to take care of the child due to death, injury or sickness.

( 2 ) 期間雇用者であって、子の 1 歳到達日においてその配偶者が育児休業している者は、前条第 1 項ただし書きに定める要件を満たす場合に限り前項の育児休業をすることができる。

(2) In the case of the Employee under contract for certain periods of time, he or she may take Child Care Leave only when he or she falls into all of the categories in Section 1 in the preceding Article.

### **( 育児休業の期間および回数 ) Period and the Frequency of Child Care Leave**

第 3 条 育児休業の期間は、原則として子が 1 歳 ( パパ・ママ育休プラスの場合は 1 歳 2 ヶ月。前条による育児休業の場合は 1 歳 6 ヶ月 ) に達するまでの間において、従業員が申し出た連続する期間 ( パパ・ママ育休プラスの場合は誕生日以後の産休期間を含め最長 1 年間 ) とする。ただし、次条の申出期日後の休業の申し出は、学会が法の定めに従い休業の開始日を指定することがある。

Article 3 The period for Child Care Leave is in principle the consecutive period of time until the child's Date of One Year of Age (One and two month Year of Age in the case of Papa Mama Ikukyu Plus) the Employee has requested. However, Child Care Leave Scheduled Start Date may be designated under the provision of the law.

( 2 ) 育児休業を申し出ることのできる回数は、原則として同一の子 ( 双子以上を含む。以下同じ ) につき第 1 条による育児休業の申出と第 2 条による育児休業の申出各 1 回とする。ただし、父親である従

業員が産後 8 週間以内に育児休業した場合および配偶者の死亡その他特別の事情が生じた場合はこの限りでない。

(2) The frequency for Child Care Leave Application for the same child (including the case of twins or more number of children) is one time each for the Child Care Leave as described in Article 1 and in Article 2; provided, however, that this shall not apply to the case where the Employer, father of a child, takes Child Care Leave within 8 weeks after the birth of the child, or where there occur special circumstances including the death of the Employee's spouse.

(3) 子の死亡その他の特別の事情を生じた場合は、休業期間は当初の終了予定日前であっても、原則としてその事情の生じた日をもって終了するものとする。

(3) In the case where there occur special circumstances including the death of the Child, the Child Care Leave Period shall be terminated on the day on which the said circumstance occurs.

### **(育児休業の申し出) Child Care Leave Application**

第 4 条 育児休業を希望する従業員は、原則として希望する休業開始予定日の 1 ヶ月前 (第 2 条による休業の場合は原則として 2 週間前。出産予定日前の子の出生など特別の事情がある場合は 1 週間前) までに、所定の手続により申し出なければならない。

Article 4 The Employee who desires to take Child Care Leave, in principle, must file a Child Care Application one month prior to the Child Care Leave Scheduled Start Date (or two weeks when an application is filed in the provision of Article 2; one week in cases where there occur special reasons such as the birth of a child before the expected date) through designated procedures.

(2) 育児休業中の期間雇用者が契約更新後も引き続き休業を希望する場合は、雇用契約更新の都度改めて申し出を行うものとする。期間雇用者の契約更新に際しての休業申し出は前条の回数の制限を受けないものとする。

(2) When the Employee under contract for certain periods of time desires to continue to take Leave after the renewal of the contract, he/she must file an application on every renewal of contract. The frequency of a Child Care Application described in the preceding Article shall not apply to this case.

(3) 育児休業申出書が提出されたときは、学会はすみやかに当該育児休業申出書を提出した者に対し、育児休業取扱通知書を交付する。

(3) In the event that the Employee has filed a Child Care Leave Application, JALT shall immediately deliver a Notification Letter on Handling of Child Care Leave.

### **(育児休業期間の変更) Change of Period for Child Care Leave**

第 5 条 育児休業期間は、次の場合に限り変更することができる。

1. 第 1 条による休業開始予定日は、出産予定日前の子の出生などの特別の事情を生じた場合に限り、1 週間前までに申し出ることにより 1 回に限り繰り上げることができる。

2. 休業終了予定日は、原則として 1 ヶ月前 (第 2 条による休業の場合は 2 週間前) までに申し出ることにより、1 歳 (パパ・ママ育休プラスの場合は 1 歳 2 ヶ月。第 2 条による育児休業の場合は 1 歳 6 ヶ月) に達するまでを限度として、1 回に限り延長することができる。

Article 5 The Period of Child Care Leave shall change in case of the following:

1. The Employee who has filed a Child Care Leave under Article 1 may change only once the Child Care Leave Scheduled Start Date to a day before said Child Care Leave Scheduled Start Date by notifying the Employer only in the cases where there occur special reasons such as the birth of a child before the expected date.

**(育児休業の申し出の撤回と再度の申し出) Withdrawal of Child Care Leave Application and Reapplication**

第 6 条 第 1 条による育児休業の申し出と第 2 条による育児休業の申し出は、それぞれの休業開始予定日の前日までに限り、撤回することができる。この場合、原則としてそれぞれの休業において、同一の子についての再度の休業はできないものとする。ただし、配偶者の死亡その他の特別の事情を生じたときはこの限りではない。

Article 6 The Employee who has filed Child Care Leave Application under Article 1 or Child Care Leave Application under Article 2 may withdraw said application respectively before the day preceding the Child Care Leave Scheduled Start Date in said application. When this applies, the Employee may not take another Child Care Leave for the same child respectively under Article 1 and Article 2 ;however, that this shall not apply to the case where there occur special circumstances such as the death of the Employee's spouse.

(2) 育児休業開始予定日の前日までに子の死亡その他の特別の事情を生じた場合は、育児休業の申し出はなかったものとみなす。

(2) In the event that there occur special circumstances such as the death of the child before the Child Care Leave Scheduled Start Date, the said Child Care Leave Application shall be deemed as not having been filed.

**(育児休業の終了) Termination of Child Care Leave**

第 7 条 次の各号のいずれかの事由が生じた場合、育児休業はそれぞれに定める日に終了するものとする。

1. 子の死亡その他の事由によりその子の養育をしなくなった場合

当該事由の発生日

2. その子が 1 歳 ( パパ・ママ育休プラスの場合は 1 歳 2 ヶ月。第 2 条による育児休業の場合は 1 歳 6 ヶ月 ) に達した場合

1 歳、1 歳 2 ヶ月又は 1 歳 6 ヶ月に達した日

3. 休業している従業員が産前産後の休業、介護休業又は新たな育児休業に入った場合

当該事由の発生日の前日

Article 7 A Child Care Leave Period shall be terminated on the day which any of the circumstances listed in the following items occurs:

1. The day there occur reasons why the Employee comes to cease taking care of the child such as the death of the child
2. The day the child reaches one year of age (or one year and 6 months of age with regard to Papa Mama Ikukyu Plus)
3. On the day when the Employee who is taking a Child Care Leave has started to take a Childbearing Leave, Family Care Leave or a new Child Care Leave

**(育児休業中の賃金) Wages during Child Care Leave**

第 8 条 育児休業期間中は、賃金は支給しない。

(2) 育児休業期間中の昇給は行わない。

(3) 育児休業期間中に賞与の支給日がある場合は、賞与算定期間における勤務実績に応じて算定し支給する。

Article 8 Wages during Child Care Leave shall not be paid.

(2) Wage Increase during Child Care Leave shall not be given.

(3) In the case that there is a day for bonus payment during the Child Care Leave, the amount calculated based on the Employee's work performance during the designated term for bonus calculation.

#### **(社会保険料) Payment for Social Insurance Premium**

第 9 条 育児休業期間中の社会保険料本人負担分は、法の定めるところにより免除される。

Article 9 The Employee is exempt from his/her share of social insurance premium payment during Child Care Leave shall be exempted

#### **(復職) Reinstatement**

第 10 条 育児休業が終了した場合は、原則として休業前の職場・職務に復帰させる。ただし、やむを得ない特別の事情がある場合はこの限りでない。

Article 10 When the Child Care Leave is terminated, JALT shall reinstate the Employee in principle into his/her previous duties; however, that shall not apply to the case where there are special unavoidable circumstances.

(2) 復職日は、原則として育児休業終了日の翌日とする。ただし、特別の事情がある場合は学会と本人が話し合いのうえ決定した日とする。

(2) The Employee shall be reinstated on the next day after the termination date of Child Care Leave; however on the date designated by the agreement between JALT and the Employee in the case with special reasons.

#### **(復職時の賃金) Wages on Reinstatement**

第 11 条 復職時の賃金は、原則として育児休業開始前の水準を下回らないものとする。ただし、職場・職務の変更など特別の事情がある場合はこの限りでない。

Article 11 The wages at the time of reinstatement shall, in principle, not below the level of those before the Employee's Child Care Leave; however, this does not apply in the case there are special circumstances such as change in workplace or in duties.

#### **(年次有給休暇) Yearly Paid Holidays**

第 12 条 年次有給休暇の取得に関しては、育児休業期間はこれを出勤率の算定上出勤したものとみなす。

Article 12 Regarding taking yearly paid holidays, the period for Child Care Leave shall be deemed as the days when the Employee attended work.

#### **(勤続年数の算定) Calculation of Service Years**

第 13 条 退職金制度その他の制度の適用においては、育児休業期間はこれを勤続年数に算入しない。

Article 13 Regarding the application to retirement benefit system, the period for Child Care Leave shall not be counted.

**(育児のための所定労働時間の短縮措置) Shortening Working Hours for Child Care**

第14条 3歳未満の子を養育する従業員が、育児休業に代えて子の養育を容易にするための所定労働時間の短縮措置を希望する場合は、原則として1日の所定労働時間を6時間とする短縮措置を講じるものとする。ただし、日々雇用者、1日の所定労働時間が6時間以下の者および労使協定により適用を除外された勤続1年未満の者、1週間の所定労働日数が2日以下の者を除く。

Article 14 When the Employee desires a shortening of working hours that facilitate him/her to take care of a child while continuing working, the Employer shall take measures of shortening the designated working hours to 6 hours a day; however, this does not apply to day-workers, the workers whose designated daily working hours are less than 6 hours, the workers who are exempted from the application of this measure because their service has continued less than one year or whose designated weekly working days are within two days.

(2) 前項の措置の手続きなどについては、育児休業に関する手続きを準用する。

(2) As for the procedure of the measures in the previous section, those regarding Child Care Leave shall apply.

**(育児のための所定外労働・深夜業・時間外労働の制限) Limitation on Non-Scheduled Work, Late-Night Work, Overtime Work**

第15条 3歳未満の子を養育する従業員が請求した場合は、事業の正常な運営を妨げる場合を除き所定労働時間を超える時間外労働は行わせないものとする。また小学校就学の始期に達するまでの子を養育する従業員が請求した場合は、事業の正常な運営を妨げる場合を除き、午後10時から午前5時までの間の深夜業および1ヵ月24時間、1年150時間を超える時間外労働は行わせないものとする。ただし、いずれも次に掲げる者を除く。

1. 日々雇用者

2. 勤続1年未満の者

3. 1週間の所定労働日数が2日以下の者

4. 深夜業に関しては、所定労働時間の全部が深夜にある者または請求にかかる子の同居の家族(16歳以上の者に限る)が次のいずれにも該当する者

ア 深夜に就業していないこと(1ヵ月の深夜の就業日数が3日以下の者を含む)

イ 心身の状況が子の保育をすることができること

ウ 6週間(多胎妊娠の場合は14週間)以内に出産の予定がなく、また産後8週間以内でないこと

Article 15 In cases where the Employee who is taking care of a child under one year of age requests, the Employer shall not allow him/her to work over the designated working hours, unless that disturbs the normal operation of business. In case where the Employee who is taking care of a child before the time of commencement of elementary school requests, the Employer shall not allow him/her to work in the period between 10 p.m. and 5 a.m. (referred as "Late-Night" hereafter in this Article) or not to work 24 hours a month or 150 hours a year more than the designated working hours unless that disturbs the normal operation of business; however, this shall not apply to the Employee who falls into any of the following categories:

1. Day Workers
2. Employees who has given service less than one year
3. Employees whose designated working days are within two days
4. Employees whose designated working hours fall into the Late-Night or who has a family member (only those over 16 years of age) living with the said child in application and falls into all of the following categories:
  - a. The family member does not work Late-Night (including those who work Late-Night within 3 days a month)
  - b. The family member is mentally and physically capable of taking care of the said child.
  - c. The family member is not expecting childbirth for the next 6 weeks (12 weeks in the case of multiple pregnancy) and is not within 8 weeks after childbirth.

(2) 前項の制限を請求しようとする者は、1回につき1ヵ月以上6ヵ月以内(所定外労働の制限および時間外労働の制限の場合は1年以内)の期間について、制限開始予定日と制限終了予定日を明らかにして、開始予定日の1ヵ月前までに、所定の手続により申し出なければならない。

(2) The Employee who desires to apply for the limitation in the previous section shall make a file each time for a limited period from one month to six months (for a limited period within one year in case of limitation of Non-Scheduled Work or Overtime Work by making clear the Limitation Period Scheduled Start Date and the Limitation Period Scheduled End Date on or before the day one month prior to the Limitation Period Date through designated procedures,

(3) 制限開始予定日の前日までに子の死亡等により子を養育しないこととなった場合は、請求はされなかったものとみなす。

(3) In the event that there occur reasons why the employee comes to cease taking care of the child such as death of the child before the Limitation Period Scheduled Start Date, the application shall be deemed as not having been filed.

(4) 次の各号のいずれかの事由が生じた場合は、制限期間はそれぞれに掲げる日において終了するものとする。

1. 子の死亡等制限にかかる子を養育しないこととなった場合

当該事由が発生した日

2. 制限にかかる子が小学校就学の始期(所定外労働の制限の場合は3歳)に達した場合

子が6歳に達する日の属する年度の3月31日(所定外労働の制限の場合は子が3歳に達した日)

3. 請求者について、産前産後休業、育児休業又は介護休業が始まった場合

産前産後休業、育児休業または介護休業の開始日の前日

(4) In the case where there occur any of the reasons in the next section, the period for Limitations shall be terminated on the day respectively:

1. The day there occur reasons why the Employee comes to cease taking care of the child such as the death of the child

2. On the day the child reaches the age for commencement of primary school, specifically March 31 in the year when the child reaches the age for commencement of primary school (On the day the child reaches 3 years of age in the case of limitation for non-scheduled work).

3. The day before the Employee takes Maternity Leave or Child Care Leave or a new Family Care Leave

(5) 制限期間中の給与については、別途定める賃金規程に基づき、就業しなかった時間に対する賃金は支給しない。

(5) During the Limitation period, wages for the time when the Employee's service was not given shall not be paid based on the Wage Regulation.

(6) 深夜業の制限を受ける従業員について、学会は必要に応じて昼間勤務へ転換させることがある。

(6) JALT may assign the employee under the limitation for Late-Night work into the position of daytime duties.

### **(配置転換における配慮) Consideration for Assignment of Workers**

第16条 就業場所の変更を伴う配置転換を命ずる場合は、これにより子の養育が困難となる従業員に対し、その状況に配慮するものとする。

Article 16 When the Employer orders a change in the Employee's workplace, The Employer shall give consideration for his/her situation with regard to child care, when such change would make it difficult for the Employee to take care of the child.

## 第 2 章 介 護 休 業

### Chapter 2 Family Care Leave

### **(対 象 者) Employees eligible for Family Care Leave**

第17条 配偶者、父母、子、配偶者の父母、又は同居しかつ扶養している祖父母、兄弟姉妹、孫であって、要介護状態にある者（2週間以上にわたり、常時介護を必要とする状態にある者をいう。以下「対象家族」という。）を介護する従業員（日々雇用者を除く）は、介護のための休業をすることができる。ただし、期間雇用者については、申し出の時点において次の各号のいずれにも該当する者に限り、介護休業をすることができる。

1. 勤続1年以上であること

2. 介護休業開始予定日から起算して93日を経過する日（93日経過日）を超えて雇用関係が継続することが見込まれること

3. 93日経過日から1年を経過する日までに雇用契約の期間が満了し更新されないことが明らかでないこと

Article 17 The Employee who is taking care of a family member in care-requiring condition who is who is either a spouse, parent, child, spouse's parent, grandparent, brother, sister, grandchild (the person who has been in care-requiring condition for more than 2 weeks, hereafter referred as "Subject Family Member") may take Family Care Leave. In the case of the Employee under contract for certain periods of time, he or she may take F Care Leave only when he or she falls into all of the following categories:

1. The Employee employed for a continued period of at least one year

2. The Employee is likely to be kept employed after the day on which 93 days elapse from the Family Care Leave Scheduled Start Date (referred to as "93-day Expiry Date" hereafter).

3. It is not clear that the Employee's labor contract will expire and not be renewed during the subsequent year from the 93-day Expiry Date.

(2) 前項の定めにかかわらず、労使協定で適用除外とされた以下に定める者は介護休業をすることができない。

1. 勤続1年未満の者
2. 申し出の日から起算して93日以内に雇用関係が終了することが明らかな者
3. 1週間の所定労働日数が2日以内の者

(2) Notwithstanding the provision of the preceding paragraph, the Employee who falls into any of the followings regarded as exclusion from application under a Labor-Management Agreement may not take Family Care Leave:

1. The Employee employed for a continued period of less than one year
2. It is clear that the Employee's labor contract will expire and not be renewed during the subsequent year from the 93-day Expiry Date.
3. The Employee whose prescribed weekly working days are within 2 days

#### **(介護休業の申し出) Family Care Application Leave**

第18条 介護休業を希望する従業員は、原則として希望する休業開始予定日の2週間前までに、所定の手続により申し出なければならない。

Article 18 The Employee who desires to take Family Care Leave, in principle, must file a Family Care Application 2 weeks prior to the Family Care Leave Scheduled Start Date through designated procedures.

(2) 介護休業中の期間雇用者が契約更新後も引き続き休業を希望する場合は、雇用契約更新の都度改めて申し出を行うものとする。期間雇用者の契約更新に際しての休業申し出は次条の回数の制限を受けないものとする。

(2) When the Employee under contract for certain periods of time desires to continue to take Family Care Leave after the renewal of the contract, he/she must file an application on every renewal of contract. The frequency of a Family Care Application described in the preceding Article shall not apply to the limitations in the next Article.

(3) 介護休業申出書が提出されたときは、学会はすみやかに当該介護休業申出書を提出した者に対し、介護休業取扱通知書を交付する。

(3) In the event that the Employee has filed a Family Care Leave Application, JALT shall immediately deliver a Notification Letter on Handling of Family Care Leave.

#### **(介護休業の期間・回数) Period and Frequency of Family Care leave**

第19条 介護休業の期間は、原則として対象家族1人につき、第29条の措置と合わせて通算93日以内とする。

Article 19 The period for Family Care leave is in principle 93 days for one Subject Family Member in total including the measures specified in Article 29.

(2)介護休業の回数は、原則として要介護状態ごとに1回とする。

(2) The frequency for Family Care Leave is in principle one time for one Care-requiring Condition.

#### **(介護休業期間の延長) Extension of a Period for Family Care Leave**

第20条 介護休業の期間は、要介護状態ごとに1回に限り休業終了予定日の2週間前までに申し出ることにより、通算93日の範囲内で延長することができる。

Article 20 The period for Family Care Leave for one Care-requiring Condition shall normally be extended only once up to 93 days by notifying the Employer 2 weeks prior to the Family Care Scheduled End Date.

#### **(介護休業の申し出の撤回と再度の申し出) Withdrawal of Family Care Leave Application and Reapplication**

第21条 介護休業の申し出は、休業開始予定日の前日まではこれを撤回することができる。休業の申し出を撤回した場合、同じ対象家族については同一の要介護状態ごとに1回に限り再度の休業を申し出ることができる。

Article 21 The Employee who has filed Family Care Leave Application may withdraw said application before the day preceding the Family Care Leave Scheduled Start Date in said application. When this applies, the Employee may reapply only one time for the same Subject Family Member.

(2) 介護休業開始予定日の前日までに対象家族が死亡した場合その他特別の事情を生じた場合は、休業の申し出はなかったものとみなす。

(2) In the event that there occur special circumstances such as the death of the Subject Family Member before the Family Care Leave Scheduled Start Date, the said Family Care Leave Application shall be deemed as not having been filed.

#### **(介護休業の終了) Termination of Family Care Leave**

第22条 次の各号のいずれかに該当する事由が生じた場合、介護休業はそれぞれに定める日に終了するものとする。

1. 対象家族の死亡その他の事由により対象家族を介護しなくなった場合

当該事由の発生日

2. 休業している従業員が産前産後の休業、育児休業又は新たな介護休業に入った場合

当該事由の発生日の前日

Article 22 A Family Care Leave Period shall be terminated on the day which any of the circumstances listed in the following items occurs:

1. The day there occur reasons why the Employee comes to cease taking care of the Subject Family Member such as the death of the Subject Family Member.

2. On the day when the Employee who is taking a Family Care Leave has started to take a Childbearing Leave, Child Care Leave or a new Family Care Leave

#### **(介護休業中の賃金) Wages during Child Care Leave**

第23条 介護休業期間中、賃金は支給しない。

(2) 介護休業期間中の昇給は行わない。

(3) 介護休業期間中に賞与の支給日がある場合は、賞与算定期間における勤務実績に応じて算定し支給する。

Article 8 Wages during Family Care Leave shall not be paid.

(2) Wage Increase during Family Care Leave shall not be given.

(3) In the case that there is a day for bonus payment during the Family Care Leave, the amount calculated based on the Employee's work performance during the designated term for bonus calculation.

#### **(社会保険料) Payment for Social Insurance Premium**

第24条 介護休業期間中の社会保険料本人負担分は、学会が立て替え納付するものとし、従業員は、そのつどこれを学会に支払うものとする。

Article 24 The Employee is exempt from his/her share of social insurance premium payment during Family Care Leave shall be exempted

#### **(復職) Reinstatement**

第25条 介護休業が終了した場合は、原則として休業前の職場・職務に復帰させる。ただし、やむを得ない特別の事情がある場合はこの限りでない。

Article 25 When the Family Care Leave is terminated, JALT shall reinstate the Employee in principle into his/her previous duties; however, that shall not apply to the case where there are special unavoidable circumstances.

(2) 復職日は、原則として介護休業終了日の翌日とする。ただし、特別の事情がある場合は学会と本人が話し合いのうえ決定した日とする。

(2) The Employee shall be reinstated on the next day after the termination date of Family Care Leave; however on the date designated by the agreement between JALT and the Employee in the case with special reasons.

#### **(復職時の賃金) Wages on Reinstatement**

第26条 復職時の賃金は、原則として介護休業開始前の水準を下回らないものとする。ただし、職場・職務の変更などの特別の事情がある場合はこの限りでない。

Article 26 The wages at the time of reinstatement shall, in principle, not below the level of those before the Employee's Family Care Leave; however, this does not apply in the case there are special circumstances such as change in workplace or in duties.

#### **(年次有給休暇) Yearly Paid Holidays**

第27条 年次有給休暇の取得に関しては、介護休業期間はこれを出勤率の算定上出勤したものとみなす。

Article 27 Regarding taking yearly paid holidays, the period for Family Care Leave shall be deemed as the days when the Employee attended work.

#### **(勤続年数の算定) Calculation of Service Years**

第28条 退職金制度その他の制度の適用においては、介護休業期間はこれを勤続年数に算入する。

Article 13 Regarding the application to retirement benefit system, the period for Family Care Leave shall not be counted into the Employee's service years.

## **(介護を容易にするための措置) Measures to Facilitate the Employee for Family Care**

第29条 家族を介護する従業員は、対象家族1人につき要介護状態ごとに1回、通算93日を限度として、始業終業時刻の繰り上げ又は繰り下げの措置の適用を受けることができる。ただし、日々雇用者および労使協定で定めた1週間の所定労働日数が2日以下の者を除く。

Article 29 When the Employee who is taking care of a Subject Family member may benefit from the measures including putting off of the start time or advancing the finish time, up to one period of 93 days for one Care-Requiring Condition for one Subject Family Member; however, this does not apply to day-workers, the workers whose designated weekly working hours are within 2 days.

- (2) 介護休業の制度と本条の措置を合わせ利用する場合は、両者の期間を合わせ、対象家族1人につき通算93日を限度とする。
- (2) In the event when the Employee uses the system under Public Nursing Care Insurance combined with the measures in this Article, he/she shall receive the measure up to 93 days in total for one Subject Family Member.
- (3) 前各項の措置の手続き等については、介護休業に関する手続きを準用する。
- (3) As for the procedure of the measures in the previous section, those regarding Family Care Leave shall apply.
- (4) 定期昇給および退職金の算定に当たっては、本制度の適用を受けた期間は通常の勤務をしたものとみなす。
- (4) Regarding calculation of regular pay raise and retirement benefit system, the period for Family Care Leave shall be deemed as the days when the Employee attended work.

## **(介護のための深夜業・時間外労働の制限) Limitation Late-Night Work, Overtime Work**

第30条 要介護状態にある対象家族を介護する従業員が請求した場合は、事業の正常な運営を妨げる場合を除き、午後10時から午前5時までの間の深夜業および1ヵ月24時間、1年150時間を超える時間外労働は行わせない。ただし、次に掲げる者を除く。

1. 日々雇用者
2. 勤続1年未満の者
3. 1週間の所定労働日数が2日以下の者
4. 深夜業に関しては、所定労働時間の全部が深夜にある者又は請求にかかる家族の同居の家族(16歳以上の者に限る)が次の各号のいずれにも該当する者
  - ア 深夜に就業していないこと(1ヵ月の深夜の就業日数が3日以下の者を含む)
  - イ 心身の状況が家族の介護をすることができること
  - ウ 6週間(多胎妊娠の場合は14週間)以内に出産の予定がなく、また産後8週間以内でないこと

Article 30 In cases where the Employee who is taking care of a Subject Family Member in a Care-Requiring Condition requests, the Employer shall not allow him/her to work in the period between 10 p.m. and 5 a.m. (referred as "Late-Night" hereafter in this Article) or not to work 24 hours a month or 150 hours a year more than the designated working hours unless that disturbs the normal operation of business; however, this shall not apply to the Employee who falls into any of the following categories:

1. Day Workers
2. Employees who has given service less than one year
3. Employees whose designated working days are within two days
4. Employees whose designated working hours falls into the Late-Night or who has a family member (only those over 16 years of age) living with the said child in application and falls into all of the following categories:
  - a. The family member does not work Late-Night (including those who work Late-Night within 3 days a month)
  - b. The family member is mentally and physically capable of taking care of the said child.
  - c. The family member is not expecting childbirth for the next 6 weeks (14 weeks in the case of multiple pregnancy) and is not within 8 weeks after childbirth.

(2) 前項の制限を請求しようとする者は、1回につき1ヵ月以上6ヵ月(時間外労働の制限に関しては1年)以内の期間について、制限開始予定日と制限終了予定日を明らかにして、開始予定日の1ヵ月前までに、所定の手続により申し出なければならない。

(2) The Employee who desires to apply for the limitation in the previous section shall make a file each time for a limited period from one month to six month (for a limited period within one year in case of limitation of Non-Scheduled Work or Overtime Work by making clear the Limitation Period Scheduled Start Date and the Limitation Period Scheduled End Date on or before the day one month prior to the Limitation Period Date through designated procedures,

(3) 制限開始予定日の前日までに対象家族の死亡等により介護しないこととなった場合には、請求はされなかったものとみなす。

(3) In the event that there occur reasons why the employee comes to cease taking care of the Subject Family Member such as death of the Subject Family Member before the Limitation Period Scheduled Start Date, the application shall be deemed as not having been filed.

(4) 次の各号のいずれかの事由が生じた場合には、制限期間はそれぞれに掲げる日において終了するものとする。

1. 対象家族の死亡等制限にかかる家族を介護しないこととなった場合

当該事由が発生した日

2. 請求者について、産前産後休業、育児休業又は介護休業が始まった場合

産前産後休業、育児休業又は介護休業の開始日の前日

(4) In the case where there occur any of the reasons in the next section, the period for Limitations shall be terminated on the day respectively:

1. The day there occur reasons why the Employee comes to cease taking care of the Subject Family Member such as the death of the Subject Family Member.

2. The day before the Employee takes Maternity Leave or Child Care Leave or a new Family Care Leave

(5) 制限期間中の給与については、別途定める賃金規程に基づき、就業しなかった時間に対する賃金は支給しない。

(5) During the Limitation period, wages for the time when the Employee's service was not given shall not be paid based on the Wage Regulation.

(6) 深夜業の制限を受ける従業員について、学会は必要に応じて昼間勤務へ転換させることがある。

(6) JALT may assign the employee under the limitation for Late-Night work into the position of daytime duties.

### **(配置転換における配慮) Consideration for Assignment of Workers**

第31条 就業場所の変更を伴う配置転換を命ずる場合は、これにより家族の介護が困難となる従業員に対し、その状況に配慮するものとする。

Article 31 When the Employer orders a change in the Employee's workplace, The Employer shall give consideration for his/her situation with regard to family care, when such change would make it difficult for the Employee to take care of the Subject Family Member.

## **第3章 子の看護休暇・介護休暇 Chapter 3 Sick/Injured Child Care Leave**

### **(看護休暇・介護休暇) Sick/Injured Child Care Leave**

1. 第32条 小学校就学の始期に達するまでの子を養育する従業員（日々雇用者を除く）は、年次有給休暇とは別に、負傷し又は疾病にかかった子の看護・予防接種等のための休暇を、また、第17条の対象家族の介護その他の世話をする従業員（日々雇用者を除く）は介護、通院の付き添い等のための休暇を、1年（4月1日から翌年3月31日までの間）に5日（子が2人以上又は対象家族が2人以上の場合は10日）を限度として利用することができる。

1. Article 32 The Employee (except day-workers) who takes care of a Preschool Child shall be given a leave for sick/insured childcare with the limit of 5 working days a year (10 working days a year with 2 or more children) in addition to yearly paid holidays, upon application to the Central Office Supervisor. The Employee (except day-workers) who takes care of a Subject Family Member in Care-requiring Condition referred in Article 17 is eligible to take leave with the limit of 5 working days (10 working day with 2 or more Subject Family Members) one year (in the period between April 1 and March 31 of the next year) to take care of the subject family member including helping him/her see a doctor.

(2) 前項の定めにかかわらず、労使協定で適用除外とされた次のいずれかに該当する者は子の看護休暇・介護休暇を利用することができない。

1. 勤続6ヵ月未満の者
2. 1週間の所定労働日数が2日以下の者

(2) Notwithstanding the provision of the preceding paragraph, the Employee who falls into any of the following regarded as exclusion from application under a Labor-Management Agreement may not take Child Care Leave:

1. The Employee employed for a continued period of less than 6 months.

2. The Employee whose prescribed weekly working days are within 2 days

(3) 子の看護休暇又は介護休暇を利用しようとする従業員は、原則として事前に所定の休暇届を提出しなければならない。ただし、急な傷病等によりこれが困難な場合は事後遅滞なく申し出ることができる。

(3) The employee who desires to take a Sick/Injured Child Care Leave should ask for permission from the Central Office Supervisor in advance. When the Employee was unable to inform in advance due to the urgency of the matter or to any cause without control, the employee should report the Central Office Supervisor promptly after the fact.

(4) 給与、賞与、退職金の算定等においては、子の看護休暇又は介護休暇の利用期間はこれを通常の勤務をしなかったものとして取扱う。

(4) Regarding calculation of salary, bonus and retirement benefit system, the period for Sick/Insured Child Care Leave shall be deemed as the days when the Employee did not attend work.

付 則  
Supplementary Provisions

1 . この規程は平成 2 2 年 7 月 1 日から実施する。

2 . この規程を改廃する場合は、従業員代表の意見を聴いて行う。

(1) These Regulations shall come into force as from July 1, 2010

(2) Revision or Abolition of these Regulations shall be made after consulting the representatives of the Employees

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National Election Nominations  
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I present to you the following candidates for the JALT National Board of Directors for 2010 - 2012:

President: Kevin Cleary

Vice-President: Nathan Furuya

Director of Treasury: Oana Maria Cusen

Director of Membership: Judith "Buzz" Green

Director of Program: Steve Cornwell

Director of Public Relations: Michael Stout

Director of Records: Aleda Krause

Auditor: Caroline Lloyd

Candidate statements will be online on the JALT website and in the July/August TLT. Ballots will also be included in the TLT. Please show your support and send in your votes!

Ann Mayeda

2010 NEC Chair

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Collection of Electronic/Digital Proxies and Power of Attorneys  
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Due to recent upgrades to NPO Law, we are now able to revise our constitution to allow for the sending and receiving of Proxies and Power of Attorneys by electronic/digital format (via the web and through email). We will be sending out more information about this in the coming months to help you understand the process involved. Please keep an eye out for this information as the support of all members will be required to make this small but very important change.

キャロライン・ロイド Caroline Lloyd  
全国語学教育学会理事長 JALT National President