

# 1. モデル就業規則（厚生労働省）

## □ モデル就業規則の入手

- <http://www.mhlw.go.jp/bunya/roudoukijun/model/>で、「モデル就業規則」を入手



厚生労働省  
Ministry of Health, Labour and Welfare

ホーム 窓口一覧 よくあるご質問 サイトマップ English

文字サイズの変更 小 中 大 検索

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### モデル就業規則について

常時10人以上の従業員を使用する事業主は、労働基準法(昭和22年法律第49号)第89条の規定により、就業規則を作成し、所轄の労働基準監督署長に届け出なければなりません。就業規則を作成しない場合は、所轄の労働基準監督署長に届け出なければなりません。

次に掲載しております「モデル就業規則」の規程例や解説を参考に、各事業場の実情に応じた就業規則を作成・届出してください。

「モデル就業規則」（全体版([WORD](#):628KB)）（平成22年9月24日掲載）

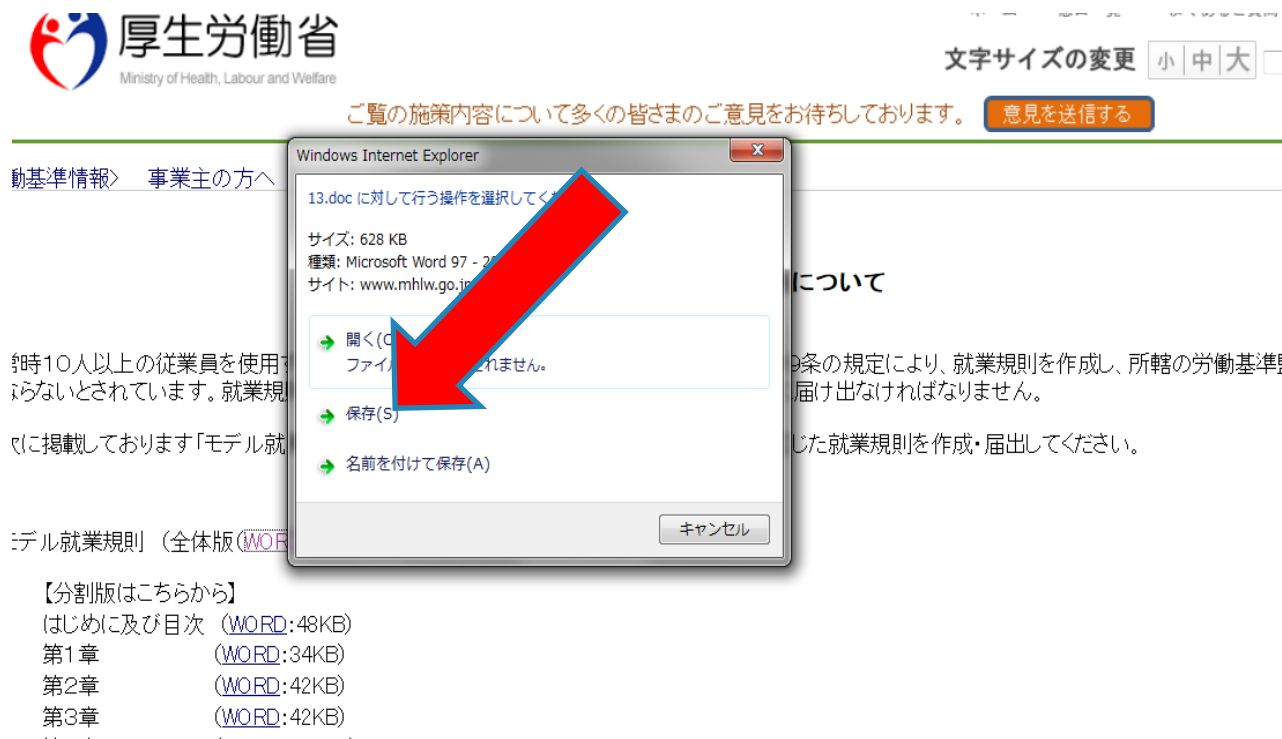
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はじめに及び目次	( <a href="#">WORD</a> :48KB)
第1章	( <a href="#">WORD</a> :34KB)
第2章	( <a href="#">WORD</a> :42KB)
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# 1. モデル就業規則（厚生労働省）

## □ モデル就業規則の入手（続き）

- <http://www.mhlw.go.jp/bunya/roudoukijun/model/>で、「モデル就業規則」を入手



厚生労働省  
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文字サイズの変更 小 中 大

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助基準情報> 事業主の方へ

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種類: Microsoft Word 97 - 2003  
サイト: www.mhlw.go.jp

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キャンセル

【分割版はこちらから】

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第1章 (WORD:34KB)

第2章 (WORD:42KB)

第3章 (WORD:42KB)

# 1. モデル就業規則（厚生労働省）

□ 09-001



モデル就業規則

平成 22 年 9 月

厚生労働省労働基準局監督課

## 2. 「就業規則」に相当する英語の資料は？

- 「就業規則」に相当するというか、ピッタリなのは、ネットで探してもみつからない
- 09-002 米国では Employee Handbook というものを従業員に配布していることが分かる。

### INTRODUCTION

This Employee Handbook sets forth information that each employee should know concerning his or her employment with @@@@ ("@@@@"). It describes our Company's Personnel Policies and procedures, and our employee's terms and conditions of employments, including rules which employees are required to observe. Employees are requested to familiarize themselves with its contents and keep it available for easy reference.

@@@@ and its officers are keenly interested in the welfare, progress, and happiness of all of our employees, upon whose efforts @@@@ depends for its success. By working together, @@@@, its officers and employees can build warm relationships and achieve the satisfaction of a job well done.

It is management's goal to cooperate with its employees in creating a pleasant and satisfying work environment. Supervisors are available to answer questions from employees and to generally assist employees with any problems that they encounter in connection with their work.

Employees should not hesitate to consult with their supervisors concerning any such matters.

@@@@ reserves the right to revise the contents of this Handbook from time to time, in which case employees shall be notified promptly and in an appropriate manner.

## 2. 「就業規則」に相当する英語の資料は？ (続き)

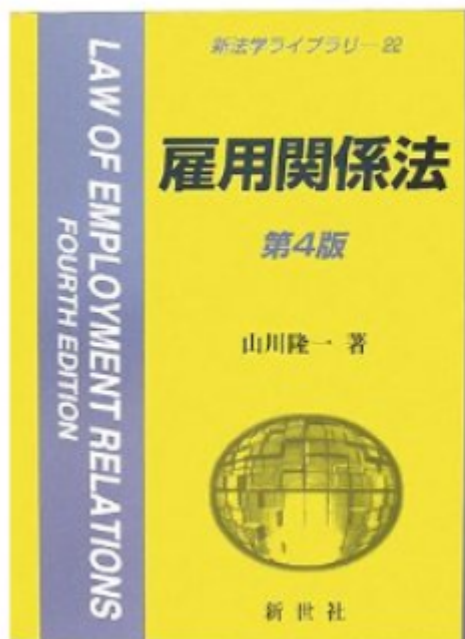
- ネット上に「就業規則」を英訳したものを掲載しているサイトがあるが、
  - ✓ 一部しか掲載していない
  - ✓ 掲載している内容を信頼していいか分からない。
- 実際の対応は、「過去にやった仕事を参考に、新しい課題に取り組んでいる」。
- 自分で「英訳する」のは、現実的でない。

## 2. 「就業規則」に相当する英語の資料は？ (続き)

- 先ず、英→日の作業結果を利用する。
  - 英語版は、ネイティブが作成したもの
  - ✓ 日本語は、この英語版の訳、という体裁をとっている
- 実際の対応は、「過去にやった仕事を参考に、新しい課題に取り組んでいる」。
- 雇用・労働法務については、自分で「英訳する」のは、現実的でない。（英文は、本来ない！）

### 3. 「労働法」の本も

- 今回紹介する方法は、「実務的」ではあっても、やや安直なのは確かであり、作業と並行して、本格的な「労働法」の本も読んでいた方がよい。



雇用関係法 (新法学ライブラリー) [単行本]

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## 4. 実際の作業のイメージ

### モデル

#### 第1章 総則

#### 第 1 条（目的）

### 日本語訳→英語版

#### Rules of Employment of E Power Corporation

#### CHAPTER 1: GENERAL PROVISIONS

#### 1. Objectives

1.1 These rules of employment (hereinafter referred to as "the Rules") set forth the work discipline to be observed by employees and other terms and conditions of employment for employees of E Power Corporation. (hereinafter referred to as "the Company").

1.2 Situations not covered by the Rules shall be governed by the provisions of the Labor Standards Law and other pertinent laws and ordinances.



## 4. 実際の作業のイメージ（続き）

### モデル

#### 第 2 条（適用範囲）

### 日本語訳→英語版

#### 2. Scope to Be Covered by the Rules

2.1 These Rules shall be applied to all the local regular full-time employees who have made the employment contracts with the Company. Those staff who have been employed under special employment agreement such as a part-time employment or advisory contract shall be covered by separate rules.

2.2 In the latter part of the Rules, all the local regular employees to whom these Rules are applicable shall be referred to as “the employees”, unless otherwise indicated.

## 4. 実際の作業のイメージ（続き）

### モデル

第 3 条（規則の遵守）

### 日本語訳→英語版

3. Obligation to Observe the Rules

The Company and the employees must observe the Rules and their accompanying regulations, and cooperate with each other to develop the Company's business and to improve the working terms and conditions.

## 4. 実際の作業のイメージ（続き）

### モデル

#### 第2章 採用、異動等

#### 第 4 条（採用手続）

### 日本語訳→英語版

#### CHAPTER 2: EMPLOYMENT

##### 4. Hiring and Assignment

4.1 Hiring and posting of the employees shall be done under the responsibility of President of the Company.

4.2 Employment with the Company shall be based upon a careful selection process for determining the individual best qualified for the position to be filled.

4.3 The initial assignment for an employee shall be determined at the commencement of employment, taking into consideration his/her educational background, business experience, job-related skills and other pertinent information.

4.4 The Company may, for operational reasons, require an employee to accept transfer of the workplace, change in job responsibilities and duties, or secondment (shukko) or transfer (tenseki) to an affiliated company.

## 4. 実際の作業のイメージ（続き）

### モデル

#### 第 5 条（採用時の提出書類）

### 日本語訳→英語版

#### 5. Documentation to Be Submitted by Applicants

Persons who wish to apply for the selection examination must submit the following documents; provided, however, that the Company may not require submission of certain documents which the Company deems unnecessary:

- (1) Resume and job experience descriptions (written by the candidate) with the candidate's head-and-shoulder photograph taken within the last 3 months
- (2) Certificate of graduation or anticipated graduation from the most recent school

#### 6. Documentation to Be Submitted for the Final Selection

The Company shall require a candidate who has passed the selection examination to submit the following documents for the final determination of the employment of the candidate; provided, however, that the Company may not require submission of certain documents which the Company deems unnecessary:

- (1) Written oath or employment agreement
- (2) Letter of personal guarantee
- (3) Certificate of medical examination
- (4) Withholding income tax record (if the employee worked before)
- (5) Certificate of insurance for social welfare insurance (if the employee worked before)
- (6) Certificate of insurance for the employment insurance (if the employee worked before)
- (7) List of dependent family members
- (8) Any other documentation deemed necessary by the Company

## 4. 実際の作業のイメージ（続き）

### モデル

#### 第 6 条（試用期間）

### 日本語訳→英語版

#### 8. Probationary Period

8.1 A person who has been newly hired shall be on probation for a period of 4 months from the date of hiring during which period the aptitude of the person as a regular full-time employee shall be tested.

8.2 In case the Company considers an employee on probation to be inconsistent with regular employee status, the Company may dismiss this employee either during or upon completion of his/her probationary period according to the provisions in Chapter 8.

8.3 The probationary period shall be counted in determining length of service after its completion.

## 4. 実際の作業のイメージ（続き）

### モデル

第 7 条（労働条件の明示）

### 日本語訳→英語版

## 4. 実際の作業のイメージ（続き）

### モデル

第 8 条（人事異動）

### 日本語訳→英語版

11. Transfer and Reassignment  
The Company may, for operational reasons, require an employee to accept transfer and reassignment (ido). The employee shall not refuse such requirement without good reason.

## 4. 実際の作業のイメージ（続き）

### モデル

#### 第 9 条（休職）

### 日本語訳→英語版

#### CHAPTER 7: LEAVE OF ABSENCE, RESIGNATION AND DISMISSAL

##### 50. Leave of Absence

50.1 If an employee comes under any of the following provisions, the Company may order leave of absence to him/her. Such leave period shall be unpaid.

(1) In case an employee is unable to work due to a non-work related injury or illness, and such situation continues for 6 months in sequence. (For an employee with less than one year of service, such situation continues for 3 months); or

(2) Any other case that the Company deems specifically necessary.

50.2 The length of leave of absence under Article 50.1 (1) above shall be as follows:

An employee with less than 1 year of service: Within 6 months

An employee with one and more years of service: Within 12 months

50.3 Notwithstanding the above provisions, the Company may provide an employee with additional months for the leave of absence, taking into consideration specific circumstances.

50.4 The period of the leave of absence shall be unpaid, except for the leave due to Company's operational reason. If the leave is due to the reasons attributable to the Company, then the Company shall compensate for 60% of the average annual salary (nempo) for the period of such leave.

50.5 The period of the leave of absence shall not be counted as part of years of his/her service, except for the leave due to the reasons attributable to the Company.



## 4. 実際の作業のイメージ（続き）

### モデル

#### 第10条（服務）

### 日本語訳→英語版

#### CHAPTER 3: WORK DISCIPLINE

#### 9. Fundamental Principle

In order to maintain order and discipline in the workplace, employees shall observe the Rules, Company's other regulations and their superiors' directions, and cooperate with each other, concentrating their attention on their own duties to improve their work efficiency.

## 4. 実際の作業のイメージ（続き）

### モデル

#### 第 1 1 条（遵守事項）

### 日本語訳→英語版

#### 10. Items to Be Observed by Employees

Employees shall observe the following:

- (1) To conform to the Code of Ethics of the Company and that of its parent companies, including EnCom Corporation and Enron Corporation in the U.S.A.
- (2) To act in a dignified manner that befits the Company's employee and not to be engaged in any activity that may be detrimental to the reputation or trust of the Company or its parent companies.
- (3) Not to use company facilities, vehicles, machines, appliances and other Company's property for private purpose without the Company's permission.
- (4) To handle the Company's products and documents carefully and cautiously, take good care of company facilities, vehicles, machines, appliances and other Company's property, and try to economize on office supplies.
- (5) Not to give or accept money, gifts, loans or entertainment improperly in connection with their work or position.

## 4. 実際の作業のイメージ（続き）

### モデル

#### 第16条（労働時間及び休憩時間）

### 日本語訳→英語版

#### CHAPTER 4: WORKING TERMS

##### Section 1. Working Hours, Break Period and Holiday

##### 12. Working Hours

12.1 The working hours shall consist of 7 hours and 15 minutes per day and 36.25 hours per week.

12.2 The time at which the work commences and ends and the break period are as follows:

Commencement of Work:

9:00 a.m.

End of Work:

5:15 p.m.

Break Period:

One hour between noon and 1:00 p.m.

## 4. 実際の作業のイメージ（続き）

### モデル

#### 第 17 条（休日）

### 日本語訳→英語版

#### 15. Holidays

15.1 The following days are holidays, i.e., non-working days:

- (1) Saturdays and Sundays
- (2) Holidays as defined in the Laws regarding National Holidays (hereinafter referred to as National Holidays)
- (3) Year-end and the New Year holidays from December 29 through January 3
- (4) Any other holiday approved by the Company

15.2 No compensatory days off shall be granted when a day stipulated in the proceeding clause occur simultaneously with holiday, provided, however, that if a National Holiday falls on a Sunday, the following day shall be taken off in accordance with the Laws regarding National Holidays.

## 4. 実際の作業のイメージ（続き）

### モデル

#### 第27条（賃金の構成）

### 日本語訳→英語版

#### CHAPTER 1: GENERAL PROVISIONS

##### 1. Purpose

These regulations set forth the payment standards and procedures for the local employees' salaries pursuant to Article 37 of the Rules of Employment (Rules).

##### 2. Components of Salary

The components of salary which the Company pays to the employees shall be defined, as follows:

###### (1) Standard wage

Base salary, fixed bonus (if any)

###### (2) Non-standard wage

Commutation allowance and overtime pay

###### (3) Discretionary bonus

Redundant (see Article 4)

## 4. 実際の作業のイメージ（続き）

### モデル

#### 第28条（基本給）

### 日本語訳→英語版

#### CHAPTER 2: STANDARD WAGE

#### 9. Determination and Review of Base Salary and Fixed Bonus

9.1 The starting monthly base salary and fixed bonus (if any) for a newly hired employee shall be determined on the basis of his/her educational background, job-related abilities, experience, skill, and the content of his/her job, when he/she is employed.

9.2 An employee's monthly base salary shall be reviewed and may be, revised at least once every year, taking into consideration his/her performance, job-related ability and working attitude.

## 4. 実際の作業のイメージ（続き）

### モデル

#### 第 4 5 条（定年等）

### 日本語訳→英語版

#### CHAPTER 8: RESIGNATION AND DISMISSAL

##### 46. Mandatory Retirement Age

46.1 The mandatory retirement age for an employee shall be 60 years of age. The date of retirement shall be the last day of the month in which the employee's date of birth falls, and such an employee shall lose the employee's status on this day.

46.2 However, the employment with the Company may be extended in case the employee has a strong will to work continuously and the Company approves his/her employment even after 60 years of age.

46.3 In case of the foregoing paragraph, the employee's employment after the mandatory retirement age shall be set on a contract which is reviewed once every year upon completion of 1 year of employment.

## 4. 実際の作業のイメージ（続き）

### モデル

第48条（退職金の支給）

### 日本語訳→英語版

LUMP SUM RETIREMENT BENEFITS  
REGULATIONS

#### CHAPTER I: GENERAL PROVISIONS

##### 1. Purpose

E Power Corporation (hereinafter referred to as "the Company") hereby implements a Lump Sum Retirement Benefits Plan (hereinafter referred to as "the Plan") under the provisions stipulated herein and in Article 51 of the Rules.



## 4. 実際の作業のイメージ（続き）

### モデル

#### 第49条（退職金の額）

### 日本語訳→英語版

#### 13. Amount of Retirement Lump Sum

The amount of retirement lump sum shall be as follows:

a. In case of (1) or (2) in the preceding article, the payment amount to:

salary rate in Column 1	×	Pensionable Payment
of retirement		at the time

b. In case of (3) or (4) in the preceding article, the payment amount to:

salary rate in Column 2	×	Pensionable Payment
of retirement		at the time

## 4. 実際の作業のイメージ（続き）

### モデル

#### 第 19 条（年次有給休暇）

### 日本語訳→英語版

#### Section 2. Vacation and Leave of Absence

##### 21. Annual Leave with Pay

21.1 The annual leave fiscal year to settle the number of vacation days (annual leave with pay) shall start on October 1 and end on September 30 of the following year. The Company shall grant an annual leave with pay to an employee, as stipulated in Article 22, in case he/she has worked at least 80% of the total number of working days of the preceding annual leave fiscal year. Upon computation of actual workdays of an employee, absence caused by a reason set forth below shall not be counted in the absent days:

- |          |     |                        |
|----------|-----|------------------------|
| illness; | (1) | Work-related injury or |
|          | (2) | Childcare leave;       |
|          | (3) | Nursing-care leave;    |
|          | (4) | Annual paid leave; and |
|          | (5) | Maternity leave.       |

## 4. 実際の作業のイメージ（続き）

### モデル

#### 第 5 2 条（健康診断）

### 日本語訳→英語版

#### CHAPTER 6: SAFETY AND PUBLIC HEALTH

##### 38. Obligations to Maintain Safety and Public Health

The Company and employees shall observe legislation and company policies concerning safety and public health in the workplace and fully cooperate with each other to prevent the occurrence of accidents and disaster.

##### 39. Medical Examinations

39.1 The Company shall conduct medical examinations of employees at least once a year.

39.2 Additional medical examinations may be given to any or all employees, when deemed necessary, in accordance with the stipulation of the laws and ordinances.

39.3 The information obtained through the medical examinations shall be kept confidential and shared with the management only when the health and/or safety of coworkers is at risk.

## 4. 実際の作業のイメージ（続き）

### モデル

第 1 1 章 表彰及び制裁

第 5 7 条（表彰）

### 日本語訳→英語版

CHAPTER 7: COMMENDATION AND  
PUNITIVE ACTION

41. Commendation

An employee who has significantly contributed to the Company may be awarded a commendation by the Company.

## 4. 実際の作業のイメージ（続き）

### モデル

#### 第58条（懲戒の種類）

### 日本語訳→英語版

#### 42. Categories of Punitive Action

Punitive actions shall be taken according to the situations, as follows:

##### (1) Admonition:

The employee is given a strict warning.

##### (2) Reduction in salary:

The employee is required to submit a written apology and his/her salary is reduced within the scope stipulated in Article 91 of the Labor Standards Law; provided, however, that the reduction period shall not exceed 3 months.

##### (3) Suspension from duties:

The employee is required to submit a written apology and suspended from his/her duties for not more than 6 days for which no compensation shall be paid.