

National Cheng Kung University Work Regulations for Temporary Employees

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Chapter 1 General principles

Article 1 To govern the rights and obligations of the National Cheng Kung University (hereinafter “the University”) and its temporary employees who are eligible for the Labor Standards Act, thereby promoting the concerted efforts of both parties in school affairs, the National Cheng Kung University Work Regulations for Temporary Employees (hereinafter “the Regulations”) are enacted in accordance with the Labor Standards Act.

Article 2 The term “temporary employee” (hereinafter “the Employee”) refers to an employee recruited to fill an official vacant position of the University for which the University hires personnel on a contract basis. Alternatively, it may refer to a nonofficial employee of the University (excluding one who is not subject to the Labor Standards Act) but recruited on less than 50% of the self-generated income for the University Endowment Fund in accordance with Subparagraph 2 to 7, Article 3 of the National Cheng Kung University Management and Supervision Regulations for the University Endowment Fund.

Chapter 2 Employment, termination of employment, and dismissal

Article 3 An individual shall not be employed by the University if

1. they have been convicted of sedition or treason, or are wanted for sedition or treason in an ongoing case,
2. they have been convicted of graft- or corruption-related offenses while in a civil service position or are wanted for graft- or corruption-related offenses in an ongoing case,
3. they have been sentenced to a fixed-term imprisonment for a crime not specified in Paragraphs 1 and 2, where the imprisonment period has not been executed or completed, except where probation has been pronounced, or
4. they have been placed under custodianship, and the custodianship has not been withdrawn.

If one of the aforementioned conditions is found to apply before the Employee is recruited by the University and if he or she seeks to misrepresent such circumstances in a manner that might mislead the University and cause subsequent damage, the Employee shall be promptly dismissed.

Article 4 The Employee shall sign a labor contract in accordance with the University’s regulations and report for service at an appointed date. Failure to comply shall be considered forfeiting of the position. Reporting for service entails completion of employee information forms and submission of relevant documents for inspection and verification. With the consent of the Employee and the University, the Employee may be put on probation for three months before a labor contract is granted.

Article 5 The University may terminate the labor contract with the Employee with no advance notice and severance pay should the Employee be verified to have committed one of the following offenses or if sufficient facts exist indicating such an offense to be likely:

1. misrepresenting any fact at the time of signing a labor contract in a manner that

might mislead the University and thus cause the University to sustain damage therefrom

2. committing a violent act against or grossly insulting a fellow worker or fellow worker's family member
3. receiving a sentence to temporary imprisonment in a final and conclusive judgment and failing to obtain a suspended sentence or permission to commute the sentence to a fine
4. deliberately damaging or abusing any teaching aid, machinery, tool, equipment, or property owned by the University; deliberately disclosing any confidential technical or operational information pertaining to the University; or deliberately spreading falsehood that subsequently damages the University
5. being absent from work without good cause for three consecutive days or for a total of six days in any month.
6. seriously breaching the Regulations or the labor contract, where serious breach refers to one of the following conditions:
 - (1) participation in an assembly that intends or threatens to severely disrupt the operations of the University, thereby causing damage to the interest of the University
 - (2) sexual harassment or sexual assault of fellow workers at the workplace, with concrete evidence to prove such offenses.
 - (3) carrying contraband prohibited by law, such as guns, ammunition, and knives, to the workplace, thereby threatening the safety of school employees and school property
 - (4) jobbery, embezzlement, or acceptance bribery or commission fees, confirmed with concrete evidence
 - (5) forging the signature or seal of a supervisor for illicit gains, which threaten to cause damage to the University
 - (6) membership of an illegal organization, incriminated by judicial authorities, that damages the interests of the University
 - (7) spreading rumors, causing problems, and inciting slowdowns or illegal strikes that hinder the University's operations.
 - (8) theft of property owned by coworkers or by the University itself.
 - (9) rejecting, without legitimate reason, the lawful assignment of or changes to tasks required by the University.
 - (10) accepting concurrent positions or delivering lectures within or outside of the University without the University's written approval, thereby hindering the implementation of the labor contract

When the University wishes to terminate its labor contract with the Employee pursuant to Subparagraphs (1), (2), (4), (5), or (6), the termination must be implemented within 30 days of the offense being recognized.

Article 6 The University may terminate the labor contract with the Employee with advance notice and severance pay in the following circumstances:

1. The function of the position changes or the project associated with the position is suspended or terminated, necessitating a staff reduction, and the University has no available vacancies for the surplus staff.
2. The Employee is not equipped to undertake the work required of his or her position, thus hindering University operations.
3. The Employee is unfit for work due to severe mental illness, established by a physician.
4. The Employee carries an uncured epidemic disease that has the potential to become contagious.

Article 7 Where the University terminates a labor contract pursuant to Article 6, the provisions set

forth below shall govern the minimum period of advance notice:

1. Where a worker has worked continuously for more than three months but for less than one year, notice shall be given ten days in advance.
2. Where a worker has worked continuously for more than one year but less than three years, the notice shall be given twenty days in advance.
3. Where a worker has worked continuously for more than three years, the notice shall be given thirty days in advance.

After receiving the advance notice described in the preceding paragraph, the Employee may, during working hours, ask for leave of absence for the purpose of finding a new job. Such leave of absence may not exceed two working days per week. Wages shall be paid during such a leave of absence. Where the University terminates the contract without advance notice within the time limit prescribed in the first paragraph of this article, the University shall pay the Employee wages for the advance notice period.

Article 8 The Employee may terminate the labor contract without giving the University advance notice in any of the following circumstances, and the University is liable for the severance fee:

1. Where the University misrepresents any fact at the time of signing a labor contract in a manner that might mislead the Employee and thus cause damage to him/her.
2. Where the employer, the family member of the employer, or the agent of the employer commits violence or grossly insults the Employee.
3. Where the work specified in the labor contract is likely to be injurious to the Employee's health and the Employee has already requested that the University adjust working conditions but no action is pursued.
4. The University, an agent of the University, or a coworker suffers from a documented contagious disease that may infect employees working with the infected person and seriously endanger their health.
5. Where the University fails to pay for work in accordance with the labor contract stipulations or fails to give sufficient work to the Employee if he or she is paid on a piecework basis.
6. Where the University breaches the labor contract or violates any labor statute or administrative regulation in a manner likely to adversely affect the rights and interests of the Employee.

If the Employee intends to terminate the contract in accordance with Subparagraph 1 or 6 of the preceding paragraph, he or she shall do so within thirty days of the date the Employee is informed of this. However, the Employee shall do this within thirty days of the date on which he or she becomes informed of the results of damages in the event that any of the circumstances specified in Subparagraph 6 apply.

The Employee shall not terminate the contract under any of the circumstances specified in Subparagraph 2 or 4 of Paragraph 1 if the University has terminated an agency contract or if the party suffering from a noted contagious disease has received treatment in accordance with health regulations.

Article 9 If the Employee intends to terminate the labor contract, he or she shall do so in writing, pursuant to the period of advance notice specified in Article 7, and shall duly complete formalities required for resignation unless the termination conditions apply such that advance notice is not required. The University may request compensation from the Employee per relevant laws for any damage incurred by the University as a result of the Employee's failure to present a written notice within the prescribed period. The Employee may request an employment separation certificate or proof of service upon resignation.

Article 10 The Employee may apply for unpaid leave of absence and complete the handover of

tasks, after permission is granted, if one of the following conditions is fulfilled:

1. The Employee is on ordinary sick leave, which has exceeded the limit granted by the Regulations of Leave-Taking of Workers, but has not recovered after obtaining additional normal leave or special leave.
2. The Employee is called to provide military services.
3. The Employee is entitled to unpaid parental leave for a child younger than three years old after having been in service for six consecutive months. The period of leave lasts until the child reaches the age of three but cannot exceed two years. When the Employee raises more than two children at the same time, the period of leave shall be computed aggregately, provided that the maximum period shall be limited to two years during which the youngest child has received childcare.
4. A special case applies, which is approved by the University.

The period of unpaid leave of absence shall be no more than one year in length, with the exceptions of military service and parental leave. The period of unpaid leave of absence shall not be included in the Employee's years of service, unless otherwise stipulated in another law or regulation, which shall then prevail.

Chapter 3 Remuneration

Article 11 The remuneration for the Employee shall be paid in the form of a monthly salary in accordance with the conditions stipulated in the labor contract. The amount of the salary shall not be lower than the basic wage standard announced by the Executive Yuan in office. The calculation of the Employee's salary shall start at the date on which the Employee reports for service and end on the date on which the Employee leaves the position. However, if the Employee's daily working hours are less than eight hours, the Employee's salary may be calculated according to the proportion of the actual work hours to eight hours, unless otherwise stipulated in the labor contract or by another law or regulation.

Article 12 The salary mentioned in Article 11 refers to the remuneration to which the Employee is entitled for regular work hours. It includes no overtime pay or additional payments for overtime work on rest days or public holidays.

Article 13 The salary shall be paid in full to the Employee in statutory, circulating currency unless otherwise specified in relevant laws or agreed upon with the Employee.

Chapter 4 Work hours, shifts, rests, and leaves

Article 14 The regular hours of the Employee shall not exceed eight hours a day or forty hours a week. When necessary, shift work or adjustments to the Employee's regular working hours may be negotiated with the University.

Article 15 Departments working in shifts shall arrange the shifts fairly and reasonably according to the following conditions:

1. The shift plan shall be announced seven days prior to the next month or three days prior to the next week if the shifts are to be day and night shifts.
2. Employees of the department shall not be allowed to swap shifts without obtaining the consent of the head of department once a shift plan has been announced.
3. Employees working normal or adjusted work hours shall receive weekly rest days in accordance with relevant regulations, except in the event of natural disasters, emergencies, or other force majeure.
4. The shift schedule of an employee shall be changed weekly, unless the employee agrees to work fixed shifts. Care should be taken to grant an employee sufficient rest time between shifts.
5. If the regular work hours of an employee spans two calendar days, the work hours of said employee shall be counted in aggregate.

6. Employees changing shifts shall observe established shift-changing times and procedures.

- Article 16 The Employee shall go on and off duty on time. Going on duty one minute later than the office hour shall be deemed lateness; going off duty one minute earlier than the office hour shall be deemed early departure. Failing to report for duty without a proper leave application shall be considered as absence without leave, and the salary for one day shall be withheld from the Employee's remuneration if the accumulated period of absence without leave reaches a day(8 hours).
- Article 17 When the necessity arises for the Employee to work overtime, the extended work hours and the regular work hours combined shall not exceed twelve hours a day. The total extended work hours shall not exceed forty-six hours a month.
- Article 18 The head of the department in which the Employee works may demand that the Employee work overtime or may suspend the leaves granted to the Employee pursuant to Paragraph 2, Article 20, Article 21, and Article 22 as a response to a natural disaster, emergency, or other force majeure. The wages for the extended work hours and suspended leaves shall be double the regular rate, and compensatory leaves shall be subsequently granted to the Employee. The department shall notify the Personnel Office at the start of the extended work hours or suspended leaves, and the Personnel Office shall inform local competent authorities of the practice within twenty-four hours of its implementation. A natural disaster is recognized and announced in accordance with the Directions for the Suspension of Work and School Hours During Natural Disasters issued by the Executive Yuan. "Emergency" and other "force majeure" describe an unpredictable and uncontrollable nonrecurring emergent event that is outside of the scope of the University's daily operations and requires immediate response due to the associated threat to public health or the vital interests of the University and the Employee.
- Article 19 The University shall not compel the Employee to accept work beyond regular working hours if the Employee is unable to do so on account of poor health or for other proper reasons.
- Article 20 The Employee shall be entitled to a break for at least thirty minutes after having worked for four continuous hours provided that such break may be rescheduled by the University to be taken within other work hours if a rotation system is adopted or if work of a continuous or urgent nature is involved. The Employee shall have two regular days off every seven days. One day is regular leave and the other is a rest day. Regular wages shall be paid for the regular leave and for the rest day.
- Article 21 Paid leaves shall be granted for national holidays, holidays, and Labor Day, which are designated as holidays by the Ministry of the Interior, and for holidays designated by other Central Competent Authorities. However, such leaves may be rescheduled within other work hours with the consent of the University and the Employee.
- Article 22 When the following conditions apply, the Employee shall be granted annual paid leaves after working at the University for a certain time period:
1. three days for service of six months or more but less than one year
 2. seven days for service of one year or more but less than two years
 3. ten days for service of two years or more but less than three years
 4. fourteen days for service of three years or more but less than five years
 5. fifteen days for service of five years or more but less than ten years
 6. one additional day for each year of service over ten years up to a maximum of thirty days
- Article 23 Matters related to annual paid leaves shall be conducted pursuant to the regulations in Article 38 of the Labor Standards Act.
- Article 24 An application for leave shall be processed in accordance with the Labor Standards Act, the Regulations of Leave-Taking of Workers, the Act of Gender Equality in

Employment, and relevant University regulations.

Article 25 A leave shall be applied for in advance, and the Employee shall quit the office only after the application is approved. However, in case of emergencies the Employee may entrust a colleague or a relative to make the application. Leave without proper application, absence from work after a leave has expired and any leave on falsified reasons will be taken and penalized as absence without leave. Documentary evidence shall be presented per relevant regulations for a leave application of a leave falling outside the categories of leave without pay, annual paid leave, and menstrual leave.

Chapter 5 Service regulations, performance evaluation, and rewards and punishments

Article 26 The conduct of the Employee shall conform to the following service regulations:

1. adherence to relevant laws and University regulations, compliance with the job content appointed by the University, and refraining from actions for personal gain that could damage the University's interests.
2. Avoiding causing damage to public property, respecting work etiquette and maintaining workplace safety, and safeguarding confidential information, not to be breached even after the termination of employment.
3. Refraining from abuse of one's position for personal profit or to profit others and from accepting improper benefits, gifts, or rewards.
4. Engaging in no improper behavior that could damage the University's reputation.
5. Holding no concurrent position and delivering no lectures in or outside of the University without the University's written consent.

Article 27 The performance evaluation of the Employee shall be conducted in accordance with the National Cheng Kung University Operation Directions for the Performance Assessment of Contracted Employees or shall be conducted by the head of department or project director in accordance with the University's personnel evaluation regulations.

Article 28 Any reward or punishment of the Employee shall be in accordance with the Civil Service Performance Assessment Act and its enforcement rules, the National Cheng Kung University Implementation Directions for Employee Reward and Punishment established by the University, and relevant laws and regulations.

Chapter 6 Compensation for occupational accidents

Article 29 Compensation for death, disabilities, injuries, or diseases caused by occupational accidents shall be in accordance with the Labor Standards Act, the Act for Protecting Worker of Occupational Accidents, the Labor Insurance Act, and other relevant laws and regulations.

Article 30 The Employee's right to claim for occupational accident compensation shall be extinguished if not filed within two years from the day on which the compensation becomes payable. The right to compensation shall not be prejudiced by the Employee's severance of service, nor shall it be used for transference, assignment, set-off, attachment, mortgage, or guarantee.

Chapter 7 Benefits and safety

Article 31 The Employee shall join the labor insurance scheme and the National Health Insurance scheme in accordance with the Labor Insurance Act and the National Health Insurance Act. The University shall pay the premiums of said insurance schemes on the Employee's behalf and deduct the respective amounts from the Employee's salary.

Article 32 The University shall abide by laws and regulations relevant to occupational safety to prevent occupational accidents. The Employee shall respect laws and regulations relevant to occupational safety and take adequate precautions or conduct adequate safety checks in accordance with the University's regulations during the execution of job duties.

Chapter 8 Pension and relief payment

- Article 33 Matters associated with the retirement and labor pension of the Employee shall be processed in accordance with the Labor Standards Act, the Labor Pension Act, and other relevant laws and regulations.
- Article 34 In the event that the Employee dies of a disease or an accident while employed by the University, a one-off relief payment equivalent to 4 months' salary shall be paid to the Employee in accordance with the rules specified below:
1. According to the Labor Insurance Act, the claim for death benefit shall be made by a member of the Employee's family or by a designated agent.
 2. According to the Labor Pension Act, the claim for the one-off labor pension shall be made by a member of the Employee's family or by a specifically appointed agent.
- Article 35 Any conditions not addressed herein shall be resolved in accordance with the Labor Standards Act and with other relevant laws and regulations.
- Article 36 These Regulations have been approved by the University Council of the National Cheng Kung University and have been published and implemented after approval by the competent authority, unless otherwise stipulated in another law or regulation, in which case the alternative law or regulation shall prevail.

※The English translation thereof is for reference only and the Chinese version shall always prevail in case of any inconsistency between the Chinese version and the English translation thereof.