

# **CYCU Part Time Student Assistants' Learning and Labor Rights Protection Handling Directions**

Approved at 936<sup>th</sup> School Administration Council on October 1, 2015

- I. CYCU establishes the Directions in accordance with the MOE “University/College and Above Part-time Student Assistant Learning/Labor Rights Protection Handling Principles”, in order to train talents and protect the part-time student assistants’ learning and labor rights.
- II. The part-time student assistants referred to herein refer to the students who serve as assistants concurrently to be hired by CYCU, including part-time research assistants, teaching assistants, student workers or others, who may be categorized into the following two major types:
  - (1) Learning-type part-time assistants: CYCU students who participate in part-time assistant activities which fall in the domain of courses or service learning as their main purpose and scope, without involving any employment relationships or considerations.
  - (2) Employment-type part-time assistants: CYCU students who participate in CYCU’s part-time assistant activities with employment relationship and work facts from which the assistants are paid by providing labor services. The contract or other non-employment relationship, if any, shall be handled in accordance with related laws and regulations separately.

Where CYCU wishes to hire part-time student assistants, it shall confirm the types of part-time assistant activity to be attended by the students in writing or via email, and advise the students of their related rights and obligations.

- III. The learning-type part-time assistants may attend the activities limited to the following:
  - (1) Course study:
    1. A part of the course/thesis study, or one condition for graduation.
    2. The current course or thesis research or graduation condition is authorized to be self-regulated by CYCU in accordance with the University Act and the Junior College Act, including internship courses, field investigation courses, experimental research or other learning activities.
    3. The course or thesis research or graduation condition shall also be applied to native students, foreign students, overseas Chinese students, Hong Kong and Macao or Mainland China students.
    4. Satisfy the conditions in the preceding three items, without the provision of labor services or work facts other than learning activities.
  - (2) Service learning: Students participate in CYCU’s assistive services for the purpose of promoting social welfare, instead of earning pay, including the service plans that

are organized by the competent authority or the competent authorities for business objectives or approved by the authorities to satisfy the public interest, in accordance with the Volunteer Service Act, or service societies or other service learning courses or activities.

The students who attend the learning-type part-time assistant activities shall apply CYCU's course-related regulations and satisfy the following requirements:

1. Faculties shall direct students to learn professional knowledge.
2. In order to maintain students' learning rights, the course study shall not require students to provide labor services other than learning activities.
3. Each department (institute) shall allocate qualified students' fellowship, research allowance and subsidies from its respective funds in accordance with the standards published by it during the course study at each semester or at the end of each semester.

IV. Where any student believes that the resolution or decision of course study or service learning should be against laws or improper and thereby infringe his/her rights or interests, he/she may file a complaint with the "Student Learning and labor Dispute Settlement Taskforce" (hereinafter referred to as the "Settlement Taskforce") in writing within thirty (30) days as of the day following production of the resolution or decision.

V. Employment-type part-time assistants are only allowed to participate in CYCU's activities dedicated to providing specific labor services. Any one of them who fails to complete CYCU's hiring procedure will not be hired. The assistants shall also sign the employment contract with CYCU.

The employment contract referred to in the preceding paragraph shall include such conditions as job descriptions, employment period, pay, working time, working hours, workplace, rights and obligations, and other working conditions.

VI. For the pay for work, the salary of the previous shall be allocated by 15<sup>th</sup> day of each month, or deferred if the pay date falls on a regular day off or holiday. Notwithstanding, where CYCU has entered into agreement with the part-time assistant separately or the subsidizing entity has not yet allocated the expenditure, the relevant agreement shall apply.

VII. Where the overtime work is designated by the key investigator or director for business needs, the assistant shall complete the overtime work request form and may work overtime only after the key investigator or unit director approves the request. Failure to complete the approving procedure as required shall constitute invalid overtime work. When filing the application for overtime work referred to in the preceding paragraph, the assistant shall decide to take compensatory leave or claim overtime pay through negotiation.

VIII. The employment-type part-time assistants shall be granted the leave in accordance with Labor Standard Act, Regulations of Leave-Taking of Workers, Act of Gender Equality in Employment and CYCU's related regulations.

The personnel referred to in the preceding paragraph shall apply for leave or transfer of duty in advance, whenever they wish to take leave or transfer duty. In the case of acute disease or emergency, the assistant shall first report to his/her supervisor verbally, or ask his/her co-worker to complete the application for leave on behalf of him/her. The assistant's leave and attendance records shall be managed by the key investigator or unit director. According to the Labor Standard Act, the attendance records shall be maintained for at least five (5) years.

IX. The duty, performance assessment and rewards and punishments of the employment-type part-time assistants shall be handled by the key investigator or unit director under the job-division system.

X. CYCU shall complete the enrollment into labor insurance program and contribution of pension fund when the employment-type part-time assistants are hired in accordance with the regulations, and also complete the enrollment into national health insurance program according to related laws.

The insurance premium deductible to be borne by the personnel referred to in the preceding paragraph and labor pension to be contributed by them shall be deducted by CYCU from their salary for them.

The expenses derived from failure to comply with the requirements referred to in Paragraph 1 or penalties imposed by violations of the rules shall be borne by the concerned party, key investigator, instructor and unit director jointly.

XI. Where the employment-type part-time assistant intends to resign prior to expiration of the contract, he/she shall submit a written application within the notice period referred to in the Labor Standards Act. Upon approval of the key investigator or unit director, the assistant shall complete the resignation formalities prior to effective date of the resignation, and may apply for the certificate of resignation. Where the assistant proceeds to resign without submission of the written application within the notice period, CYCU may identify it in the certificate of resignation, and claim damages suffered by CYCU therefor, if any, pursuant to laws.

XII. Where the employment-type part-time assistant meets the circumstances resulting in termination of the contract as referred to in Article 11 or Article 12 of the Labor Standard Act and CYCU's related work rules, CYCU may apply the Labor Standard Act and its related rules.

XIII. The key investigator or unit managers and the employment-type part-time assistant

shall comply with the following in the duration of employment:

- (1) The part-time assistant shall work at the time as scheduled and sign up (sign off) in person, and shall be disciplined if he/she breaks the rules.
- (2) Both parties shall comply with the Occupational Safety and Health Act and related laws & regulations.
- (3) The part-time assistant shall apply for termination of the insurance upon expiration or termination of the employment. The expenses derived from failure to complete enrollment into the labor/health insurance and termination of the insurance as required, if any, shall be borne by the concerned party or key investigator.
- (4) The part-time assistant shall engage in work modestly, honestly, cautiously, aggressively, and actively, and follow the key investigator's or unit director's direction and supervision.
- (5) The part-time assistant is not allowed to leave his/her job without permission from the key investigator or unit director during the working hours. The assistant shall not refuse the temporary jobs related to the business assigned by the key investigator or unit director.
- (6) When performing job duty, the part-time assistant shall respect the gender equity, adhere to his/her professional ethics and strictly comply with the Gender Equity Education Act, Act of Gender Equality in Employment, Regulations on the Prevention of Sexual Assault, Sexual Harassment, and Sexual Bullying on Campus, Regulations for Establishing Measures of Prevention, Correction, Complaint and Punishment of Sexual Harassment at Workplace and CYCU's related management rules.

XIV. Where the employment-type part-time assistant believes that CYCU's employment conditions or resolution should be against laws or improper and thereby infringe his/her rights or interests, he/she may file a complaint with the Settlement Taskforce in writing within thirty (30) days as of the day following production of the conditions or resolution. The regulations governing the complaint shall be established separately. The Settlement Taskforce referred to in the preceding paragraph shall consist of 7~11 members, including Vice Key, Dean of Academic Affairs, Dean of Research and Development, Dean of Student Affairs, Director of Office of Human Resources, scholars in law and student representatives. The Vice Key shall act as the convener. The Taskforce shall be dedicated to determining the relationship between the faculties (units) and students and the employment-type part-time assistants and settling the complaints filed by the employment-type part-time assistants.

Where the faculties (units) or students have dispute over the determination of the relationship between both parties, they may apply with the Settlement Taskforce for

resolution within ten (10) days as of the day following conclusion of the both parties' relationship confirmation application form.

The Settlement Taskforce shall hold a meeting within ten (10) days as of the day following receipt of the application for settlement of dispute over relationship or complaint filed by the employment-type part-time assistant, and shall make the resolution or provide the review report within two (2) months as of the date following receipt of the application or complaint.

XV. The complaint filed by the employment-type part-time assistant shall be attached with the written complaint specifying the following details, as well as the original written decision, documents and evidence:

- (1) Complainant's name and unit
- (2) Unit rendering the original resolution
- (3) Date (MM/DD/YY) on which the resolution is received or known, and facts and reasons of the complaint
- (4) Desired remedies
- (5) Date (MM/DD/YY) of complaint
- (6) To expressly state whether any other remedies have been initiated for the same issue.

The application for settlement of dispute over relationship shall be filed in writing and shall identify the following:

- (1) Concerned party's name and unit
- (2) Dispute
- (3) Disputed matters to be settled

The resolution or review made by the Settlement Taskforce may be adopted only if the taskforce meeting is attended by more than a majority of the whole members and more than a majority of the present members show agreement at the meeting. CYCU shall notify the concerned party and teacher (unit) in writing within ten (10) days upon production of the resolution or review result referred to in the preceding paragraph.

XVI. Any matters not covered herein shall be implemented in accordance with the relevant laws and CYCU's relevant regulations.

XVII. The Directions are passed by the School Administration Council, and shall be promulgated and enforced by the Key. The same shall apply where the Directions are amended.