

# **CYCU Rule on Work of the Employees**

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for Reference

## **Chapter 1 General Principles**

### Article 1 (Purpose of establishment)

In order to clearly regulate the rights and obligations of the employees and the employer, improve the organizational management system, promote the mutual efforts between the employees and the employer, and seek the development of university affairs, Chung Yuan Christian University (hereinafter referred to as the University), in accordance with the Labor Standards Act (hereinafter referred to as the Labor Act) and related laws and regulations, has promulgated this Rule.

### Article 2 (Objects and Scopes of Application)

The applicable objects of this Rule shall include the University's technical workers, ordinary workers, contracted technicians (workers), contracted administrative personnel, contracted teaching assistants, part-time contracted (hired) personnel, and contracted full-time assisting personnel for executing project plans (hereinafter referred to as the plan personnel).

The rights and obligations of the objects to whom the preceding section applies shall be governed by this Rule, unless provided by laws and regulations of the government, labor contracts, labor-management meeting resolutions, or provisions of the University otherwise.

Matters related to the transfer, overtime assignment, retirement, assessment, rewards and punishments, promotions, pensions, benefits, advanced educations, etc. of the plan personnel shall be handled in accordance with the provisions of the special research project being executed.

## **Chapter 2 Employed, Dismissed, and Transferring**

### Article 3 (Registration Procedures)

After receiving the notice of employment, the newly recruited employees shall come to the University to complete the registration procedures on the date reporting to the post under provisions. Failure to do so by the aforementioned date will be deemed as

voluntarily declined the offer, and the effectiveness of the notice will therefore be lapsed. The following documents shall be submitted for examination when reporting to the post:

1. Notice of reporting to the post.
2. Personnel data and related documents prescribed by the University.
3. Submit relevant certificates and identification documents for examination (will be returned after verification).
4. Other documents the University may request by laws.

#### Article 4 (Labor Contracts)

When the University hires an employee due to business needs, it may enter into a fixed-term contract or a non-fixed term contract with the employee.

The fixed-term contract and non-fixed term contract referred to in the preceding section shall be determined in accordance with the relevant provisions of the Labor Act.

#### Article 5 (Calculation of Working Seniority)

The calculation manners for employees' working seniorities shall be regulated as follows:

1. After the expiry of a fixed-term contract or the termination of performance of a non-fixed term contract for reasons, a new contract is entered into or the original contract is resumed to be performed within three months, the employee's seniorities before and after shall be calculated in consolidation.
2. The employee's working seniorities shall be limited to the services at the University and the calculation shall start from the current date of the employment. The working seniorities at the University prior to the application of the Labor Act shall be calculated in consolidation.
3. Unless agreed upon otherwise, the working seniorities at the University within the contracted terms shall also be calculated in consolidation.

#### Article 6 (Newly Recruited Probation)

The University may agree on probation with newly recruited employees, and the probationary period will be three months, except for those with special skills, expertise, or experiences, and approved by special cases or agreed upon otherwise with the employing units.

Those who pass the assessment at the completion of the probationary period will be formally employed. If the employee fails the assessment and the contract must be terminated, it shall be handled in accordance with Articles 7 to Article 11 and relevant

provisions, and the salary shall be paid until the date of the termination of the employment.

#### Article 7 (Termination of Labor Contract with Advanced Notice)

The University may not give advanced notice to an employee to terminate the labor contract unless one of the following circumstances occurs:

1. When the business ceases to operate or has been assigned.
2. When the business suffers losses or retrenchment.
3. When the job has been suspended for more than one month due to force majeure.
4. When the nature of the business changes, as a result of which a reduction of number of employees is necessary, and there is no suitable job available for placement.
5. When an employee is unquestionably incompetent for the job assigned.

#### Article 8 (Exception to the Restricted Period of Contract Termination)

The University may not terminate the contract of the concerned employee during the period of maternity leave or medical treatment for occupational accidents. However, if the University is unable to continue its operation of school affairs due to natural disasters, emergencies, or other force majeure incidents, the labor contract may be terminated after submitting a report and being approved by the competent authority.

#### Article 9 (Advanced Notice of Severance)

When the labor contract is terminated in accordance with Article 7 or the proviso to the preceding article, the period of advanced notice shall be as follows:

1. Continues to work for more than three months but less than one year, a notice shall be given ten days in advance.
2. Continues to work for more than one year but less than three years, a notice shall be given twenty days in advance.
3. Continues to work for more than three years, a notice shall be given thirty days in advance.

After receiving the advanced notice referred to in the preceding section, the employee may take leaves out of office during the working hours to seek for other jobs. The number of leave hours may not exceed the working times for two days per week, and the salary during the leave period shall still be paid.

If the University terminates the contract without giving advanced notice within the period prescribed in Section 1, the salary for the period of advanced notice shall be paid.

When an employee of the University resigns, an advance notice shall be given within the period prescribed in Section 1.

#### Article 10 (Issuance of Severance Payment)

With respect to an employee whose labor contract is terminated in accordance with Article 6, Article 7 or the proviso of Article 8, except for the salary for the period of advanced notice shall be paid whether an advanced notice is given in accordance with the provisions or not, the severance payment shall be issued within thirty days from the date of resignation in accordance with the following provisions:

1. For working seniorities before the application of the Labor Act, the standard for issuing the severance payment shall be calculated in accordance with the laws and regulations applied at that time; If there was no laws or provisions applicable at that time, it can be calculated pursuant to the "CYCU Regulation on Retirement, Pensions, and Severance for Faculty, Staff, and the Workers," or through a negotiation between the employees and the employer.
2. For working seniority under the pension policy (the old labor pension policy) of the Labor Act, the standard for issuing the severance payment shall be calculated in accordance with Article 17 of the Labor Act.
3. For working seniorities under the pension policy of the Labor Pension Act (the new labor pension policy), the standard for issuing the severance payment at the University shall be based on the seniorities, one-half monthly average salary for each full year, and a pro-rata basis will be applied if less than one year; and the maximum amount shall be limited to six monthly average salary.

The issuance of severance payment referred to in this Article will not apply to Article 11, the employees who have been approved to resign voluntarily, or those who have resigned upon the expiry of a fixed-term labor contract.

#### Article 11 (Termination of Labor Contracts without Advanced Notice, Reasons for Dismissal)

If any of the employees of the University falls into any of the following circumstances, the University may terminate the contracts without advanced notice:

1. Make Misrepresentations when entering into a labor contract, rendering the University falsely believe those statements and may suffer risk of harms.
2. Commit violent acts or serious insults against faculty, staff, workers, and students of the University or their family members, and those have been verified to be true.
3. Have been sentenced a punishment of imprisonment or more and it is final, but there is no notice of probation or the imposition of a fine in lieu of imprisonment.
4. Wilfully damage machinery, equipment, tools or other items owned by the University, or intentionally disclose the secrecies related to the development, technology, and business of the school affairs operation of the University, or causing

hazards of information security and the University has suffered harms as a result.

5. Be Absenteeism from work for three consecutive days without good cause, or for a total of six days within one month.

6. Violate the labor contract or this Rule, and the circumstance is serious.

7. Commit sexual assault, sexual harassment, sexual bullying, or other acts violating the Gender Equality Education Act, and those have been verified to be true by relevant authorities and there is a need to imminent dismissal.

If terminating contract in accordance with the provisions of Clauses 1, 2, 4 to 7 of the preceding Section, the University shall do so within thirty days from the date when it becomes aware of the situation.

#### Article 12 (Resignation Procedures)

Resigning employees shall be consented by their supervisor in accordance with the provisions of the University, and submit to the president for approval before completing the resignation procedures and the handover formalities.

If there is any loss when handover the property, it shall be compensated by the price.

#### Article 13 (Service Certificate)

When the labor contract is terminated, the personnel office shall issue a service certificate after the employee completes the resignation procedures referred to in the preceding Article and returns the service certificate.

#### Article 14 (Transfer)

Without violating the contents of the labor contract agreed upon, the University may transfer employees' positions based on the needs of school operations and provided that no adverse changes are made to employees' salaries and other labor conditions. The position after being transferred shall be comparable in nature to the original job and suitable to the employee's physical and technical capabilities, and have been taken into account the life interests of the employee and his or her family, the seniorities before and after shall be calculated in consolidation. The employee may apply for reconsideration by the supervisor if there is a good cause.

#### Article 15 (Handover Formalities for Transferring)

Employees shall complete the handover formalities within thirty days of being transferred to a new position. (Except for that the handover date has been specified otherwise.)

### **Chapter 3 Salaries, Allowances and Bonuses**

#### Article 16 (Agreement on Salaries)

The salaries of employees, based on their positions categories, are subject to the "Chung Yuan Christian University Regulation on Salary Ranking for Faculty Staff and Workers," the "Chung Yuan Christian University Full-time Contracted/Hired Personnels Salary Ranking Standard Table", and the "Chung Yuan Christian University Regulation Governing the Salaries for Full-time and Part-time Assistants, and Post-doctoral Research Fellows Who Execute the National Science and Technology Council Research Projects, " shall be agreed upon between the University and the employees, and concluded in the contents of labor contracts, and the salaries shall be started from the actual date of reporting to the post. However, the remuneration received by the employees during normal working hours shall not be less than the basic salary or basic hourly wage.

#### Article 17 (Definition of Salaries)

Salaries refer to the remuneration received by the employees in return for the work carried out thereby; including wages and salaries, and those bonuses, allowances, and regular payments with other names, payable in cash or in kind and calculated by hour, day, month, or case.

#### Article 18 (Salary Calculation and Payment Time)

The manner of salary calculation of the University may adopt the system by hour, day, month, or case as needed.

Unless stipulated by provisions or agreed upon with the employees otherwise, the payments of employees' salaries shall be paid in full directly to the employees. Employee salaries shall be paid once a month, and the payments shall be made in accordance with the date agreed upon and concluded in the contents of labor contracts. If falling on a regular day-off or holiday, the salaries shall be paid in advance, and the details of the calculation manners for various items shall be provided.

When the University terminates the labor contracts with the employees, the salaries shall be immediately settled and paid to the employees off.

#### Article 19 (Standards for Payments of Extended Working Hours)

Wages for the extended working hours on normal working days shall be paid as follows: Where the University extends the working hours of the employees, the wages for the extended working hours shall be paid additionally according to the following standards:

1. If the extended working hours are less than two hours, an additional one-third or more of the salaries per hour on normal days shall be paid.

2. If the further extended working hours are less than two hours, an additional two-thirds or more of the salaries per hour on normal days shall be paid.

3. If the extended working hours conducted due to natural disasters, accidents or unexpected events, two times of the salaries per hour on normal days shall be paid.

Wages for the work on rest days shall be paid as follows:

1. Due to business needs, the University has the consents of employees to work on rest days, if the working time are less than two hours, an additional one and one-third or more of the salaries per hour on normal days shall be paid; if continuing to work after two working hours, an additional one and two-thirds or more of the salaries per hour on normal days shall be paid.

2. If it is necessary for the University to render the employees work on rest days due to natural disasters, accidents or unexpected events, the manner of wages calculation for attendance shall be counted and paid according to the provisions prescribed in the preceding clause.

#### Article 19-1 (Agreement on Compensatory Leave after Working on Weekdays and Rest Days)

After working on weekdays or rest days, the employees who choose to take compensatory leave as their wishes, and have been consented by the employer to exchange working hours for compensatory leave hours at a ratio of 1:1; the compensatory leave shall be used within six months.

If the compensatory leave period expires or the compensatory leaves have yet completely used, wages shall be paid according to the salary calculation standard applicable to the date of work.

#### Article 19-2 (Last Day of the Compensatory Leave Period)

If the period for compensatory leave referred to in the preceding article exceeds the last day of the year as agreed upon under Article 27, that day shall be the last day of the period.

#### Article 19-3 (Sequence to Use the compensatory leaves)

Compensatory leave shall be used in the order in which the events of the extended working hours or works on rest days of the employees have occurred.

#### Article 19-4 (Period for Payment of Wages for the Incompletely Used Hours of Compensatory Leaves)

When the compensatory leave period expires or the contract is terminated, wages for the incompletely used hours of compensatory leave shall be paid thirty days after the

compensatory leave period expires.

In respect to the wages for the incompletely used hours of compensatory leaves paid due to the termination of contract, the University shall pay those to the employees, together with the settled salaries under Article 18 at the time of contract termination.

#### Article 20 (Year-end Bonus)

The year-end bonus will be granted in consideration of situations of the development of school affairs. Holding post on December 1st of the previous year will be the criteria for granting, and those who have held position less than one academic year will be counted and granted on a pro-rata basis.

The project personnel shall handle in accordance with the provisions of the entrusting or commissioning units or the plans proposed by the project host in consideration of the approved subsidy funds.

#### Article 20-1 (Wage Payment when Natural Disasters Occur)

When an employee is unable to attend the work due to circumstances prescribed in the "Directions for Labor Attendance Management and Wage Payment of Business Entities While Natural Disasters Occurred," the University may not withhold the salary. If there is an emergency situation where attendance is really necessary and the employee agrees to attend, two times of salary in accordance with his or her attendance period shall be paid.

### **Chapter 4 Working Hours, Breaks, Holiday, and Leaves**

#### Article 21 (Working Hours)

The normal working hours of an employee shall not exceed eight hours per day and forty hours per week. Working hours during winter and summer breaks may be flexibly adjusted through the labor-management meeting and with the consents of the employees.

In consideration of the actual needs for the operation of school affairs, the University may implement flexible working hours in accordance with Article 30, Sections 2 and 3, and Article 30-1 of the Labor Act.

In consideration of the actual needs for the employees to look after family members, the University may allow the employees to flexibly adjust the start and end times of work within one hour without changing the normal working hours per day.

For those who have been advised in written by physicians to shorten normal working hours under the provisions of Articles 21, 29 and 31 of the Occupational Safety and Health Act, the University shall adopt the physician advises and adjust the working



hours of the employees. However, if the laws and regulations have provided otherwise, such provisions shall prevail.

For those employees who have children under two years old and must feed (collect) breast milk in person, in addition to the breaks prescribed under the provisions, the University will provide additional 60 minutes for feeding (collecting) breast milk per day; for such employees who extend working hours beyond daily normal working hours up to one hour or more, additional thirty minutes for feeding (collecting) breast milk will be given. Feeding (collecting) time shall be deemed as working time.

In order to raise children under the age of three, employees may request one of the following matters:

1. Reduce working hours by one hour per day; no compensation is allowed for the reduced working hours.
2. Adjust working hours.

When an employee requests times for feeding (collecting) breast milk, reduction or adjustment of working hours under the preceding two sections, the University may not refuse, nor consider as an absence from work and afterwards impose any adverse sanctions.

#### Article 22 (Extension of Working Hours)

If it is necessary for the University to render the employees to work beyond normal working hours, the working hours may be extended with the approval of the labor-management meeting.

The extended working hours of the employees referred to in the preceding section, together with the normal working hours, shall not exceed twelve hours per day. The extended working hours shall not exceed forty-six hours per month. However, with the approval of the labor-management meeting, the extended working hours shall not exceed fifty-four hours per month and one hundred and thirty-eight hours every three months.

The time which the University renders the employees to work on rest days shall be calculated into the total number of the extended working hours specified in the preceding section. However, if it is necessary for the University to render the employees to work on rest days due to natural disasters, accidents, or unexpected events, the working hours will not be subject to the restrictions prescribed under the provisions of the preceding section, and shall be reported to the local competent authority for reference within twenty-four hours after the start of the work, and the employees shall be given retroactively with appropriate rests afterwards.

If it is necessary for the University to render the employees to work outside the normal working hours due to natural disasters, accidents or unexpected events, the working

hours may be extended. However, the extension of working hours shall be reported to the local competent authority for reference within twenty-four hours after the start of the extension. In respect to the extended working hours, the employees shall be given retroactively with appropriate rests afterwards.

An employee may not accept work outside the normal working hours due to health or other good causes.

#### Article 23 (Overtime Assignment)

After carried out by the University in accordance with Article 22, if an overtime is required due to the need for the work, the overtime personnel shall fill out the "Chung Yuan Christian University Employee Overtime/Exchange for Rest Overtime Pay Application Form," and submit it to the personnel office for gathering and handling after the approval of the overtime assigning person and the responsible supervisor.

#### Article 24 (Break Time)

An employee who continues to work for four hours shall have a break time for at least thirty minutes. However, if a rotation system is implemented or the work is continuous or urgent in nature, the University may adjust and reallocate the break time within the working hours.

#### Article 24-1 (Shift Break Time for Implementing Rotation Work)

For employees of the University who work in rotation system, their working shifts will change once a week, unless otherwise with the consents of the employees. When changing shifts, the University shall give the employees at least eleven consecutive hours of break time.

#### Article 25 (Regular Days Off and Rest Days)

An employee shall have two days of rest in every seven days, one of which is a holiday and one is a rest day, and the salaries thereof shall still be paid.

If the University implements two-week and eight-week flexible working hours in accordance with the provisions prescribed under Article 21, Section 2, the arrangements for regular days off and rest days are as follows:

1. for those implement two-week flexible working hours, the employees shall have at least one regular day off in every seven days, and at least four regular days off and rest days in every two weeks, and the salaries thereof shall still be paid.
2. for those implement eight-week flexible working hours, the employees shall have at least one regular day off in every seven days, and at least sixteen regular days off and rest days in every eight weeks, and the salaries thereof shall still be paid.

Where the University implements four-week flexible working hours in accordance with the provisions prescribed under Article 21, Section 2, the employees shall have at least two regular days off in every two weeks, and at least eight regular days off and rest days in every four weeks, and the salaries thereof shall still be paid.

#### Article 26 (Holidays)

All anniversaries and festivals designated by the Ministry of the Interior, Labor Day, and other days off designated by the central competent authority shall be taken as holidays, and the salaries thereof shall still be paid. The previously holidays may be transferred under discretion after negotiating and with the consents of the employees and the employer.

#### Article 27 (Annual Paid Leaves)

If the employees continue to work in the University for a certain period of time, the University shall grant the annual paid leaves in accordance with the following provisions:

1. Six months or more but less than one year, three days.
2. One year or more but less than two years, seven days.
3. Two years or more but less than three years, ten days.
4. Three years or more but less than five years, fourteen days per year.
5. Five years or more but less than ten years, fifteen days per year.
6. Ten years or more, additional one day to be added per year until thirty days in total.

The working seniorities of the employees referred to in the preceding section shall start to be calculated from the date of reporting to the post.

The dates of annual paid leaves shall be arranged by the employees, but the University in consideration of the urgent needs for the school operations or the employees for personal reasons may negotiate with the other side to adjust them; the University shall, within thirty days from the date when the employees meet the conditions of the annual paid leaves stipulated in the preceding section, notify the employees to arrange the annual paid leaves.

#### Article 27-1 (Salary Payment of Unused Annual Paid Leaves and Written Notice)

In respect to the annual paid leaves for the employees, the dates unused due to the end of the year or the termination of the contract, the University shall pay the salaries thereof. The salaries of the unused annual paid leaves shall be calculated as the number of the days of unused annual paid leaves times the daily salary.

The basis for calculating the salaries of the unused annual paid leaves shall be the salaries of the employees earned during the normal working hours on the day before

the end of the year or the contract is terminated. For those who are paid on a monthly basis, it shall be calculated by dividing the salaries of the employees earned during the normal working hours in the latest one month before the end of the year or the termination of the contract by thirty.

The period for the salaries of the unused annual paid leaves due to the end of the year shall be paid within thirty days after the end of the year.

The salaries of the unused paid leaves due to the termination of the contract shall be paid to the employees after the contract is terminated, together with the settled salaries.

The amounts of the salaries paid to the employees on the dates of the annual paid leaves and the number of unused annual paid leaves days in each year shall be described in the salary income itemized statement by the University, and will also be notified to the employees when paying the salaries of the unused annual paid leaves referred to in the previous two sections.

#### Article 27-2 (Using Period of Deferred Annual Paid Leaves and Payment of Salaries of Unused Annual Paid Leaves after Expiration)

The number of unused annual paid leaves days for the employees at the end of the year may be deferred to use in the following year with the mutual consents of the University and the respective employee through negotiation. In respect to the annual paid leaves that have been deferred to the following year, the number of still unused annual paid leaves days at the end of the following year or the contract is terminated shall be paid according to the period specified in Article 27-1.

The calculation of salaries referred to in the preceding section shall be based on the salaries that shall be paid when the original annual paid leaves are expired.

The annual paid leaves for the employees which have been deferred to use to the following year in accordance with the provisions of Section 1, the number of deferred days shall be deducted first when applying for annual paid leaves in the following year.

#### Article 28 (Working on Holidays)

The regular days off and rest days stipulated in Article 25, the holidays stipulated in Article 26, and the annual paid leaves stipulated in Article 27 shall still be paid. In the event that the University has obtained the consents of the employees to work on holidays prescribed in Article 26 and Article 27, the salaries paid shall be doubled.

#### Article 29 (Cancellation of the Period of Leave)

When the University considers that to continue to work due to natural disasters, accidents or unexpected events is necessary, it may cancel the period of leave for the

employees specified in Articles 25 to 27, but shall state in details the reasons within twenty-four hours afterwards, and ask the local competent authority for verification. The salary of the cancelled period of leave shall be doubled, and shall have make-up leaves afterwards.

#### Article 30 (Provisions on Leaves and Parental leave Without Pay)

Employees may take leaves of absence due to weddings, funerals, sickness, or other good causes. Leaves of absence shall be classified as twelve kinds which include marriage leave, personal leave, family care leave, ordinary sick leave, menstruation leave, mourning leave, occupational injury leave, maternity leave, public duty leave, pregnancy checkup leave, pregnancy checkup and childbirth accompaniment leave, and tocolysis and recuperation leave. The number of permittable leaves and the salary payments shall be as follows:

1. Marriage leave: Employees who are getting married shall be given eight days of marriage leave, which can be taken within three months starting from ten days prior to the wedding date. However, with the consent of the University, the days for the leave can be completely used within one year. During the period of marriage leave, the salary will still be paid.

2. Personal leave: Employees who have to deal with incidents personally may take personal leave; the total number of days within a year may not exceed fourteen days. No salary will be paid during personal leave.

3. Ordinary sick leave: Employees who have to have treatment or recuperation due to ordinary injuries, diseases or biological reasons may take ordinary sick leave in accordance with the following provisions. Those who take leave for three consecutive days (inclusive) or more must attach proofs of medical treatment. (For the part the days for ordinary sick leave that does not exceed thirty days in total within a year, half of the salary will be paid. If the payment of ordinary injury and sickness benefit covered by the labor insurance does not reach half of the salary, the University will make up the balance.)

(1) For those who are not hospitalized, the days accumulated within one year may not exceed thirty days in one year.

(2) For those who are hospitalized, the days accumulated within two years may not exceed one year.

(3) For the non-hospitalized and hospitalized sick leave, the days accumulate within two years may not exceed one year.

For those who have been diagnosed by a physician as suffering from cancer (including carcinoma in situ) and require outpatient treatment manner or who need recuperation following pregnancy, the period of treatment or recuperation will be calculated into

the hospitalized sick leave.

If the one whose ordinary sick leave exceeds the period stipulated in the preceding clause and has not recovered after using personal leave or annual paid leave for offset, the position may be retained without pay with the consent of the University, and severed if not recovering after the period. However, for the one the pension policy of the Labor Act applies and meets the requirements for retirement, a pension shall be paid.

4. Menstruation leave: Female employees who have difficulties at work due to their menstruating days are take one day of menstruation leave per month. If the number of days taken for the whole year does not exceed three, it will not be included in the calculation of sick leave, but the remaining days will be included in the calculation of sick leave. (No supporting documents is required to attach for menstruation leave. In addition, the salaries for menstruation leaves, whether included in the sick leave or not, will be paid by reduced in half.)

5. Mourning leave: Salary will still be paid. Employees may take at different times within one hundred days pursuant to custom.

(1) for the deaths of parents, adoptive parents, step-parents, or spouse, eight days of mourning leave shall be given.

(2) for the deaths of grandparents, children, spouse's parents, spouse's adoptive parents or step-parents, six days of mourning leave shall be given.

(3) for the deaths of great-grandparents, siblings, or spouse's grandparents, three days of mourning leave shall be given.

6. Occupational injury leave: Employees who are disabled, injured or sick due to occupational accidents shall be given occupational injury leave during the period of medical treatment and recuperation.

7. Maternity leave:

(1) Female employees shall stop working before and after giving birth and be given eight weeks of maternity leave.

(2) Female employees shall stop working if having a miscarriage after pregnancy for three months or more and be given four weeks of maternity leave.

(3) Female employees specified in Items 1 and 2 who have been employed for six months or more, the salaries shall still be paid in full during the period of stop working, and reduced by half if less than six months.

(4) The one having a miscarriage after pregnancy for two months or more but less than three months shall stop working and be given one week of maternity leave.

(5) The one having a miscarriage after pregnancy for two months or more shall stop working and be given five days of maternity leave.

(6) Female employees must submit supporting documents when taking maternity

leave.

8. Tocolysis and recuperation leave: In respect to the employee who needs tocolysis and recuperation during pregnancy, the period of treatment or recuperation shall be included in the calculation of hospitalized injury and sickness leave. The calculation of salaries for tocolysis and recuperation leave shall be handled in accordance with the provisions of sick leave.

9. Pregnancy checkup and childbirth accompaniment leave: When the employees accompany their spouses for pregnancy checkups or giving births, seven days of pregnancy checkup and childbirth leave shall be given. Not only the pregnancy checkup accompaniment leave shall be taken during the spouse's pregnancy, but also the taking of the leave for employee's childbirth accompaniment shall be conducted on the day of the spouse's delivery and within a total of fifteen days before and after of that date. During the period of pregnancy checkup and childbirth accompaniment leave, the salary shall still be paid.

10. Maternity checkup leave: During an employee's pregnancy, seven days of maternity checkup leave shall be given. During the maternity checkup leave, the salary shall still be paid.

11. Family care leave: The employees may take family care leave when their family members need to be looked after by themselves for vaccination, the occurrence of serious illness or other major incidents; the number of days taken for leave shall be included in the calculation of personal leave, and limited to seven days per year. The calculation of the salary for family care leave shall be handled in accordance with personal leave regulations.

12. Public duty leave: In a circumstance that an employee shall be given public duty leave under the provisions of laws and regulations, the days of public duty leave shall be given based on the actual needs, and the salary shall still be paid.

If the employees take annual paid leave, marriage leave, mourning leave, occupational injury and sickness leave, public duty leave, or maternity leave, the University may not refuse, nor consider it as absence from work and afterwards impose any adverse sanctions.

After having been employed for six months, prior to each child reaches three years old, the employees may apply for the position retained without pay during the period of raising children, and the period may be extended to three years old of that child, but may not exceed two years. For those who are raising two children or more at the same time, the periods of the position retained without pay during the period of raising children shall be calculated in consolidation, and shall be limited to a maximum when the youngest child has been raised for two years.

When the employees take menstruation leave, position retained without pay during

the period of raising children, family care leave, pregnancy checkup and childbirth accompaniment leave, tocolysis and recuperation leave, maternity leave, or maternity checkup leave, the University may not refuse, nor consider it as absence from work, and afterwards affect their full attendances, performance evaluations, or impose other adverse sanctions.

#### Article 31 (Leave Taking Procedures)

When taking leave for any reasons, the employee shall fill out the leave form in the attendance system and then carry out the leave taking procedures, and can leave off or absence from work only after having been approved; in case of encountering an sudden illness or unexpected serious incident, she or he may entrust a colleague, family member, relative, or friend within three days, or via any communication manner such as phone, facsimile, email, etc. to report to the unit supervisor to carry out the leave taking procedures on her or his behalf. If any reason or proof needed to be further explained or provided, the party concerned shall submit it within three days, and the unit where she or he works shall conduct the approval according to its authority and responsibility.

#### Article 32 (Calculation of the Leave Taken)

The calculation of the number of days for various leaves referred to in Article 30, unless otherwise agreed upon, shall be from August 1st of each year to July 31st of the following year. For those who join or quit midway, the maximum number of days for leaves shall be count in proportion.

The calculation of annual paid leave shall be started to count from the day of reporting to the post of the employee under the annual system.

#### Article 33 (Leave Calculation Unit)

The calculation unit for leave shall be counted by the hour in principle.

### **Chapter 5 Retirement**

#### Article 34 (Voluntary Retirement)

Employees may voluntarily apply for retirement if any of the following circumstances is met:

1. Those who have worked for fifteen years or more and reached fifty-five years old.
2. Those who have worked for twenty-five years or more.
3. Those who have worked for ten years or more and reached sixty years old.



### Article 35 (Compulsory Retirement)

The University may not force an employee to retire unless there is any of the following circumstances:

1. Those who reach the age of sixty-five years old.
2. Those who unfit for work due to physical or mental disabilities.

With respect to those who undertake works with special characteristics as danger, hard strength, etc., the University may report to and apply for the central competent authority for an approval to adjust the age prescribed in the first clause of the preceding section, but it may not less than fifty-five years old.

### Article 36 (Retirement Pension Payment Standards)

The employee retirement pension payment standards shall be as follows:

1. The working seniority before the application of the Labor Act shall be handled in accordance with the provisions of Article 55 of the Labor Act. If there is any other agreement through negotiation, such agreement shall prevail; in respect to the working seniority after the application of the Labor Act, for the part that the total working seniority is less than fifteen years, an average salary for two months shall be paid for each full year, for the part that it is over fifteen years, an average salary for one month shall be paid for each full year, and the one less than half a year will be counted as half a year; however, the upper limit for the total amount of the retirement pension payment before and after the application will be forty-five base points prescribed in the Labor Act.

2. For those who have served on campus before January 1, 2010 and will be compulsorily retired in accordance with the provisions of Section 1, Clause 2 of the preceding article, and whose physical or mental disabilities are as results of performing duties, the retirement pension for their working seniorities before January 1, 2010 shall be paid according to the following standards:

- (1) For those whose working seniorities reach fifteen years or more, in addition to being paid in accordance with the provisions of the preceding section, an extra twenty percents will be added.

- (2) For those whose working seniorities are less than fifteen years, thirty base points will be given.

3. From the date when the labor competent authority publicized the application of the Labor Act to the private school personnel at all levels, the University contributes six percents of their salaries to the personal retirement pension accounts of the employees on a monthly basis. The retirement pension payment standards shall be carried out in accordance with the provisions of the Labor Pension Act.

4. In consideration of the protection of the original rights and interests of the

technicians and workers of the University under the old labor policy, following the consensus of the executive coordination council of the University on April 6, 2020, it will be handled case by case on a preferential basis, and the part of shortfall under the Regulation on the Retirement for Workers will be paid by the University.

#### Article 37 (Retirement Pension Payment)

The University shall pay the employees the retirement pensions in the application of the provisions of the Labor Act, and those shall be paid within thirty days from the day of employee's retirements.

#### Article 38 (Claim for Pension)

For those employees who are applicable to the pension provisions of the Labor Act, their rights to claim pensions will be lapsed if not exercised within five years starting from the next month of retirement. The right to claim pension may not be assigned, offset, seizure, or provide guarantee.

For the pensions claimed referred to in the preceding section, the employees may submit supporting documents and open special accounts in the financial institutions exclusively for purposes of depositing labor pension funds. Deposits in the special accounts may not be used as the subjects of offset, seizure, providing guarantee or compulsory enforcement.

### **Chapter 6 Female Workers**

#### Article 39 (Protection of Female Workers Working at Nighttime)

In respect to the female employees who work from ten P.M. to six A.M., their personal safety shall be ensured and the necessary assistance shall be provided.

#### Article 40 (Protection before and after childbirth)

During her pregnancy, the female employee may apply for a transfer if a relatively lightweight job on campus is available, and the University may not refuse, nor afterwards reduce her salary.

### **Chapter 7 Attendance, Review, Rewards and Sanctions, Promotion**

#### Article 41 (Lateness and Leave from Work Early)

Employees shall come to and leave from work on time and sign in (or sign out) promptly in accordance with the provisions. The handling regarding lateness, leaving from work early, and absence from work shall be carried out in accordance with

relevant provisions.

Employees who fail to handle leaves taking procedures or fail to renew leaves so as that have been absent without causes will be deemed to be absence from work.

Employees who leave posts during working hours without obtaining permissions or going through leaves taking procedures so as that have been absent without causes will be deemed to be absent from duty.

#### Article 42 (Review Objects)

In order to boost morale and ensure work excellence, the University may conduct the annual employee review as needed.

#### Article 43 (Rewards, Sanctions, and Promotions)

In order to boost morale and ensure work excellence, the University may carry out the employee reward and sanction, and promotion based on employees' performances.

### **Chapter 8 Occupational Accident Compensation and Condolence Compensation**

#### Article 44 (Occupational Accident Compensation)

When the employees suffer death, disability, injury or illness due to occupational accidents, the University shall compensate them in accordance with the following provisions. However, if the payment has been paid by the University to compensate for the same accident covered under the provisions of the Labor Occupational Accident Insurance and Protection Act or other laws and regulations, the University may offset the payment:

1. When the employees are injured or suffer from occupational diseases, the University shall compensate them for necessary medical expenses. The types of occupational diseases and the scopes of medical treatments shall comply with the relevant provisions of the Labor Occupational Accident Insurance and Protection Act.
2. When the employees are unable to work during the period of receiving medical treatments, the University shall compensate them based on their original salaries. However, for those who have not recovered after receiving medical treatments for at least two years and have been diagnosed and determined by designated hospitals that the original working abilities have been lost, and do not meet the disability payment standards prescribed under Clause 3 of this article, the University may make lump sum payments equivalent to their average salaries for forty months to release the responsibility to compensate salaries.
3. After completing the medical treatments, the employees have been diagnosed and determined by designated hospitals that disabilities have been remained, the

University shall pay lump sum disability compensations based on their average salaries and the degree of disability. The disability compensation standard shall be handled in accordance with the provisions of the Labor Occupational Accident Insurance and Protection Act regarding disability payment standards.

4. When the employees have passed away resulting from suffering occupational injuries or occupational diseases, in addition to providing funeral expenses equivalent to their average salaries for five months, the University shall also provide lump sum death compensations equivalent to their salaries for forty months to their survivors. The sequence in which the survivors may receive the death compensation shall be as follows:

- (1) Spouse and children.
- (2) Parents.
- (3) Grandparents.
- (4) Grandchildren.
- (5) Siblings.

#### Article 45 (Occupational Accident Compensation Offset)

The amount of compensation paid by the University in accordance with the provisions of the preceding article may be offset against the damages incurred caused by the same accident.

#### Article 46 (Prescription of Claims for Occupational Accident Compensation)

The right to receive compensation under Article 44 shall be lapsed if it is not exercised within two years from the date of being receivable.

The right to receive compensation will not be affected by the resignation of the employee, and may not be transferred, offset, withheld or guaranteed.

Employees or their survivors who receive occupational accident compensations in accordance with the Labor Act may submit supporting documents and open special accounts in the financial institutions exclusively for purposes of depositing occupational accident compensations. Deposits in the special accounts may not be used as the subjects of offset, seizure, providing guarantee or compulsory enforcement.

#### Article 47 (Condolence)

When the object applicable to this Rule has passed away while at the post not due to any occupational accident, the survivors benefit of labor insurance in accordance with the provisions may be received.

In addition to the survivor benefits of labor insurance referred to in the preceding

section, the technical workers and ordinary workers referred to in Section 1, Article 2 will receive condolence compensations in accordance with the "CYCU Regulation on Retirement, Condolence, and Severance for Faculty, Staff, and the Workers," and the condolence compensation standards shall all be based on the monthly wage and individual cash in kind at the last work, and will be paid in one lump sum according to the service seniority before January 1, 2010. A base will be given for every half-year service, and after serving up to fifteen years, an extra base will be added, but the maximum total number of bases will be limited to sixty-one, and if less than half a year, it will be counted as half a year.

## **Chapter 9 Social Insurance, Welfare Measure, and Safety and Health**

Article 48 (Labor Insurance, Employment Insurance, Labor Occupational Accident Insurance, and National Health Insurance)

All employees shall participate, through handling by the University, in labor insurance, employment insurance, labor occupational accident insurance and national health insurance in accordance with laws and regulations, and enjoy relevant insurance payment rights. At the time when an employee suffers from any event covered by the insurance, the University will handle the procedures for claiming insurance benefits under the laws.

Article 49 (Employee Benefits)

The University handles the matters of employee's welfare according to the "CYCU Regulation on the Establishment of the Welfare and Mutual Support Committee of Faculty, Staff, and the Workers."

Employees may conduct advanced study in spare times, but may not affect normal works in principle.

Article 50 (Safety and Health)

The University handles safety and health business on campus under the laws, and regulates businesses and matters of occupational safety and health in accordance with the provisions of regulations regarding occupational safety and health, the employees shall cooperatively carry out in compliance with relevant provisions.

## **Chapter 10 Others**

Article 51 (Labor-management meetings)

In order to coordinate employees-employer relationship, enhance mutual

understanding, promote cooperation between the employees and the employer, and improve work efficiency, the University shall convene the labor-management meetings in accordance with the "Convocation Rules of the Labor-management Conference." The meetings shall be regularly held at least every three months in principle, so as to exchange opinions with each other, and both sides of the employees and the employer shall negotiate and resolve issues based on the principle of harmony and good faith.

#### Article 52 (System for Handling Employee's Complaint of Sexual Harassment)

If an employee encounters sexual assault, sexual harassment, sexual bullying or other behaviors protected under the Gender Equality Education Act in the workplace and would like to have a grievance, a complaint may be filed with the personnel office.

Complaint Hotline: 03-2651996

Complaint Mailbox or E-mail: wsh@cycu.edu.tw

In order to prevent from sexual harassment, facilitate a working environment free of sexual harassment and protect the rights and interests of the victims, the University has formulated the "CYCU Direction for Sexual Harassment Prevention, Complaint, and Handling" to handle related matters.

#### Article 53 (Supplementary Provisions)

Matters not covered in this Rule shall be handled in accordance with the Labor Act, relevant laws and regulations, and the relevant provisions of the University.

#### Article 54 (Implementation)

This rule has been passed by the executive council and reported to the competent authority for promulgation and implementation after being approved for reference, and the same shall also apply to amendments.

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