# **NTUB Work Rules for Staff Employees**

Approved at the 9th Administrative Meeting of the 2nd Semester, Academic Year 2013, on June 12, 2014, for the University's name change

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### **Chapter I General Provisions**

- Article 1 For the purpose of clearly regulating the rights and obligations between National Taipei University of Business (hereinafter referred to as "the University") and temporary personnel of the University who are subject to the Labor Standards Act, and to promote mutual cooperation in the development of University affairs, the University, in accordance with the Labor Standards Act (hereinafter referred to as "the Act") and relevant laws and regulations, hereby establishes the Employee Work Rules of the University (hereinafter referred to as "these Rules").
- Article 2 The term "employee" referred to in the preceding Article means any person employed by the University to perform work and receive wages.

  Within fifty percent of the self-raised funds under the University Endowment Fund, contract-based employees and non-regular full-time or part-time personnel employed through project subsidies or research project funding accepted by the University may be handled in a manner consistent with these Rules.
- Article 3 The University has the obligation to properly care for employees and the right to require employees to duly provide labor services. Employees shall comply with the provisions of these Rules and faithfully fulfill their duties of diligence, prudence, and good faith in order to enjoy the rights to which they are entitled.
- Article 4 During the period of service, employees shall comply with the following rules:
  - 1. Safeguard the reputation of the University, demonstrate team spirit, and perform duties with loyalty and diligence.
  - 2. Obey reasonable supervision and instructions from supervisors, and pay attention to workplace safety.
  - 3. Strictly maintain the confidentiality of the University.
  - 4. Refrain from arrogance, laziness, or any other conduct that may damage personal or University reputation.

- 5. Do not accept gifts or invitations arising from relationships formed through official duties.
- 6. Except when handling University-related affairs, employees shall not act externally in the name of the University without authorization.
- 7. Participate in various in-service training programs and assemblies organized by the University.
- 8. Do not refuse temporary assignments related to business matters entrusted by supervisors.

## Chapter II Employment, Termination of Employment, and Dismissal

- Article 5 (Deleted)
- Article 6 In principle, employees of the University shall be recruited through open selection, and a labor contract shall be signed. The contents of the contract shall be stipulated in writing. The labor contract referred to in the preceding paragraph shall be executed in accordance with the relevant provisions of the Labor Standards Act.
- Article 7 New employees shall sign a contract in accordance with regulations and report to the University on the designated date. Failure to report on time shall be deemed a voluntary forfeiture of employment. Upon reporting, the following documents shall be submitted to the Personnel Office together with the required identification for verification:
  - 1. Resume (must include English name as shown on passport or credit card).
  - 2. Copies (front and back) of academic and employment certificates and National ID Card.
  - 3. Professional License Survey Form.
  - 4. One recent two-inch color half-length photograph taken within the past three months.
  - 5. Three copies of the employment contract (including one sworn statement).
  - 6. Other documents as designated by the University.

Documents such as a copy of the cover page of the bankbook of the financial institution designated by the University shall be submitted to the Cashier Section of the Office of General Affairs.

As a general rule, new employees shall undergo a three-month probationary period. Those who pass the performance evaluation upon completion of the probationary period shall be formally employed by contract. Those who fail shall have their employment terminated in accordance with Articles 11, 12, 13, 16, and 17 of the Labor Standards Act and Article 12 of the Labor Pension Act, and their salary shall be calculated up to the termination date of the probationary period.

- Article 8 If an employee is verified to have committed any of the following acts or if there are concrete facts substantiating such acts, the University may terminate the contract without prior notice and shall not grant severance pay:
  - 1. Making a false declaration at the time of entering into the contract, thereby causing the University to believe it and placing it at risk of harm.
  - 2. Committing acts of violence or grave insults against the employer, the employer's family, the employer's representatives, or University colleagues.
  - 3. Receiving a final judgment of imprisonment or a more severe sentence, without being granted probation or the commutation of the sentence to a fine.
  - 4. Intentionally damaging public property or equipment, or intentionally disclosing the University's business or technical secrets, thereby causing damage to the University.
  - 5. Being absent from work without justifiable reason for three consecutive days or six days within one month.
  - 6. Violating these Rules or the labor contract with serious circumstances. The term "serious circumstances" as referred to above means any of the following situations, which shall be determined based on the facts of each case:
    - (1) Intimidating in groups and seriously obstructing business or work operations, thereby causing damage to the University.
    - (2) Committing acts of sexual harassment or sexual assault against colleagues in the workplace, substantiated by concrete evidence.
    - (3) Bringing firearms, ammunition, knives, or other prohibited items as defined by law into the workplace, thereby affecting campus safety and order.
    - (4) Engaging in fraud for personal gain, embezzling public funds, or accepting bribes or commissions, substantiated by concrete evidence.

- (5) Participating in illegal organizations as determined by judicial authorities, thereby damaging the reputation of the University.
- (6) Spreading rumors to cause trouble, inciting work stoppages or illegal strikes, thereby affecting University operations, substantiated by concrete evidence.
- (7) Stealing property of colleagues or of the University, substantiated by concrete evidence.
- (8) Forging the signatures of senior supervisors or misappropriating seals for unlawful gain, thereby placing the University at risk of damage.
- (9) Frequently arriving late or leaving early, and failing to improve despite three warnings, under serious circumstances.

The University, when terminating a contract pursuant to Items 1, 2, and 4 through 6 of the preceding paragraph, shall do so within thirty days from the date it becomes aware of such circumstances.

- Article 9 Under any of the following circumstances, the University may terminate the contract with prior notice and shall grant severance pay in accordance with Article 12 of the Labor Pension Act:
  - 1. When a unit is merged or dissolved, or when operations are reduced.
  - 2. When the nature of operations changes, making it necessary to reduce employees and there is no suitable position available for reassignment.
  - 3. When an employee is demonstrably incompetent at performing assigned duties, thereby affecting the University's operations.
  - 4. When work is suspended for more than one month due to force majeure.

When the University terminates a labor contract pursuant to the preceding paragraph, the notice period and severance pay shall be handled in accordance with the relevant provisions of the Labor Standards Act and the Labor Pension Act.

- Article 10 When the University terminates a contract pursuant to the preceding Article, the notice periods shall be as follows:
  - 1. For employees who have worked continuously for more than three months but less than one year: ten days' notice.
  - 2. For employees who have worked continuously for more than one year but less than three years: twenty days' notice.
  - 3. For employees who have worked continuously for more than three years: thirty days' notice. After receiving notice as provided in the preceding paragraph, employees may take leave during working hours to seek new employment. The number of leave hours shall not exceed the equivalent of two working days per week, and wages shall be paid during such leave.

If the University terminates the contract without giving notice within the period specified in Paragraph 1, it shall pay wages in lieu of notice.

- Article 11 Under any of the following circumstances, employees may terminate the contract without prior notice, and the University shall grant severance pay in accordance with Article 12 of the Labor Pension Act:
  - 1. Where the University, at the time of entering into the contract, made a false declaration, thereby causing the employee to believe it and placing them at risk of harm.
  - 2. Where supervisors at any level or their family members commit acts of violence or grave insults against the employee.
  - 3. Where the work stipulated in the contract is likely to endanger the employee's health, and no improvement has been made by the University after notification.
  - 4. Where a colleague on campus suffers from a malignant contagious disease with a risk of infection.
  - 5. Where the University fails to pay work remuneration in accordance with the labor contract.
  - 6. Where the University violates the labor contract or labor laws and regulations, thereby placing the employee's rights and interests at risk of damage.

If an employee terminates the contract pursuant to Item 1 or Item 6 of the preceding paragraph, such termination shall be made within thirty days from the date the employee becomes aware of the circumstances. If the circumstances specified in Item 2 or Item 4 of the preceding paragraph occur, and the University has already removed the supervisor from duty, or has sent the colleague with a malignant contagious disease for medical treatment or dismissed them, the employee shall not terminate the contract.

Article 12 When an employee intends to terminate the contract without falling under circumstances exempt

from prior notice to the University, they shall comply with the notice periods set forth in Article 10, submit a written application, and complete the separation procedures. If the employee fails to submit the application within the prescribed period, or fails to complete the separation and handover procedures, thereby causing damage to the University, the University may claim compensation for damages in accordance with relevant laws.

When leaving the University, employees shall personally complete the separation procedures. If special circumstances prevent personal handling, authorization may be granted to another person upon approval by the unit supervisor; however, all responsibilities shall remain with the employee.

When leaving the University, employees shall complete the handover, including returning public property and the employee identification card to the relevant departments, and properly handing over ongoing business matters. Any overpaid salary or advanced funds shall be repaid or settled in advance.

Employees resigning from the University shall complete the separation and handover procedures in accordance with established processes. The University shall issue a certificate of separation in accordance with the law.

- Article 13 Employees who fall under any of the following circumstances may apply for leave without pay while retaining their position, and upon approval, shall complete the handover of duties:
  - 1. When ordinary sick leave exceeds the period prescribed in the Regulations on Leave-Taking of Workers, and after offsetting with personal leave or special leave, the employee has not yet recovered.
  - 2. When called up for compulsory military service.
  - 3. After six months of service, an employee may apply for parental leave without pay before each child reaches the age of three. The period shall last until the child reaches the age of three, but shall not exceed two years. If two or more children are simultaneously under care, the period of parental leave without pay shall be calculated in total, and the maximum shall be limited to two years for the youngest child.
  - 4. Other special circumstances as approved by the University.

During the period of parental leave without pay, employees may continue to participate in original labor insurance and National Health Insurance. Premiums that are normally borne by the University shall be exempted, and premiums that are normally borne by employees may be deferred for three years.

For leave without pay, except for compulsory military service or parental leave, the maximum period shall be up to one year.

Employees granted leave without pay shall apply for reinstatement within thirty days before the expiration of the leave period, unless otherwise provided by law. Failure to apply for reinstatement within the prescribed period, except for reasons not attributable to the employee, shall be deemed resignation.

Seniority shall not be counted during the period of leave without pay, unless otherwise stipulated by law. Employees on leave without pay shall not enter into another labor contract with others during such period.

Article 14 For business needs, and without violating the labor contract or adversely changing employees' wages or other working conditions, and after taking into account the interests of employees and their families, the University may adjust employees' work assignments or transfer them to other workplaces or units, provided that the nature of the transferred work is within the employees' physical and technical capabilities. Employees shall not refuse such transfers; however, they may apply for reconsideration if there are justifiable reasons.

#### **Chapter III Salary**

Article 15 Employee salaries shall be determined in accordance with the Salary Scale for Contract Personnel under the University Endowment Fund or as stipulated in the labor contract, and shall be disbursed once per month with the consent of the employee.

Salaries shall not be lower than the minimum wage approved by the Executive Yuan at the time, and shall be paid starting from the employee's reporting date and shall cease on the date of resignation. However, for employees whose daily working hours are fewer than eight, the

minimum wage may be calculated proportionally based on working hours, unless otherwise provided in these Rules, the labor contract, or other applicable laws or regulations.

When the University terminates a labor contract with an employee, all wages shall be settled and paid in full immediately.

- Article 16 The term "minimum wage" as referred to in the preceding Article means the remuneration an employee receives during normal working hours; wages for extended working hours and additional pay for work on rest days or regular holidays shall not be included.
- Article 17 The disbursement of year-end work bonuses for employees shall be handled with reference to the Guidelines for the Payment of Year-End Work Bonuses (Consolation Payments) for Military, Civil, and Teaching Personnel. Unless otherwise provided by law or otherwise agreed upon with the parties concerned, salaries shall be paid in full in legal tender directly to the employee; the timing of salary payment shall be handled in accordance with the labor contract agreed upon by both labor and management.

### Chapter IV Working Hours, Rest, Leave, and Absence

Article 18 Normal working hours for employees shall not exceed eight hours per day and forty hours per week.

The University may, depending on business needs, adopt a shift system or adjust daily working hours upon agreement between labor and management.

- Article 19 Employees shall have two days of rest every seven days, one of which shall be a regular holiday and the other a rest day, both with wages paid. The foregoing shall not apply under any of the following circumstances:
  - 1. Where normal working hours are adjusted in accordance with Paragraph 2, Article 30 of the Labor Standards Act, there shall be at least one regular holiday every seven days, and at least four regular holidays and rest days within every two weeks.
  - 2. Where normal working hours are adjusted in accordance with Paragraph 3, Article 30 of the Labor Standards Act, there shall be at least one regular holiday every seven days, and at least sixteen regular holidays and rest days within every eight weeks.
  - 3. Where normal working hours are adjusted in accordance with Article 30-1 of the Labor Standards Act, there shall be at least two regular holidays within every two weeks, and at least eight regular holidays and rest days within every four weeks.

On national holidays, festivals, Labor Day, and other holidays designated by the central competent authority, employees shall be given leave with pay. The above-mentioned holidays may, upon agreement between labor and management, be rescheduled accordingly.

- Article 20 Units implementing shift work shall schedule shifts in accordance with the principle of fairness and observe the following requirements:
  - 1. For units implementing day-and-night shifts, the shift schedule shall be arranged at least seven days prior to the following month or three days prior to the following week.
  - 2. Once the shift schedule has been arranged, no private shift changes shall be made without the approval of the unit supervisor.
  - 3. For employees on regular shifts or adjusted working hours, regular holidays shall be provided each week on the designated dates and for the designated number of days, except in cases of natural disasters, incidents, or emergencies.
  - 4. Employees under the shift system shall have their work shifts changed once per week; however, this shall not apply if the employee consents otherwise. When shifts are changed, employees shall be provided with at least eleven consecutive hours of rest.
  - 5. Where normal working hours extend across two calendar days, the working hours shall be calculated in total.
  - 6. When shift employees exchange shifts, they shall strictly observe the shift change times and complete necessary handover procedures.

Employees who work continuously for four hours shall be provided with at least thirty minutes of rest. However, for those under the shift system or in positions requiring continuity or urgency, the University may reschedule rest periods during working hours.

Article 21 Employees shall report to and leave work on time as prescribed. Arrival one minute or more later than the scheduled start time shall be deemed tardiness; leaving one minute or more earlier than

the scheduled end time shall be deemed early departure.

Employees who fail to report for duty without having completed proper leave procedures shall be deemed absent without leave. One full day of absence shall result in the deduction of one day's wages.

Article 22 Where business needs require extended working hours (hereinafter referred to as "overtime"), and such need is approved by the Labor-Management Meeting, the total of overtime and regular working hours shall not exceed twelve hours per day. Overtime shall not exceed forty-six hours per month.

If employees choose to take compensatory leave instead of receiving overtime pay, the number of hours of compensatory leave shall correspond to the actual number of overtime hours worked, and compensatory leave may be calculated on an hourly basis.

On regular holidays, rest days, or statutory holidays (commemorative days), overtime shall not exceed twelve hours per day. Work on regular holidays shall only be permitted in cases of natural disasters, incidents, or emergencies.

Article 23 The working hours assigned to employees on rest days shall be included in the total overtime hours specified in the preceding Article. However, where the University requires employees to work on rest days due to natural disasters, incidents, or emergencies, the working hours shall not be subject to the restrictions of the preceding Article.

Where the University requires employees to work beyond normal working hours due to natural disasters, incidents, or emergencies, the working hours may be extended. Such extensions shall be reported to the local competent authority for record within twenty-four hours after the extension begins.

Wages for such overtime hours or for suspended holidays shall be paid at double the regular rate, and appropriate compensatory rest shall be granted thereafter. The determination and announcement of natural disasters shall be handled in accordance with the "Guidelines for Suspension of Work and Classes during Natural Disasters" issued by the Executive Yuan. The term "incidents or emergencies" refers to non-routine urgent situations beyond the University's established daily operations, involving the necessity to protect public life and health, or other exceptional reasons that significantly affect the interests of both labor and management and are uncontrollable and unforeseeable, and must be addressed immediately.

- Article 23-1 Where the University deems it necessary for employees to continue working due to natural disasters, incidents, or emergencies, it may suspend employees' holidays as provided in Articles 19 and 26. Wages for suspended holidays shall be paid at double the regular rate, and compensatory rest shall be granted thereafter. The suspension of holidays as referred to in the preceding paragraph shall be reported to the local competent authority for approval within twenty-four hours after the suspension, with detailed reasons stated.
- Article 24 Where employees are unable to work beyond normal working hours due to health or other legitimate reasons, the University shall not compel them to do so.
- Article 25 Employees may request leave for marriage, bereavement, illness, or other legitimate reasons. The categories of leave include: marriage leave, personal leave, family care leave, ordinary sick leave, menstrual leave, bereavement leave, occupational sick leave, maternity leave, official leave, prenatal examination leave, paternity examination and paternity leave, and pregnancy health leave, totaling twelve categories in all. The number of days permitted and wage payment standards are as follows:
  - 1. Marriage Leave: Employees who marry shall be granted eight days of marriage leave, to be taken within three months before or after the wedding day. With the University's consent, leave may be taken in <u>installments</u> or <u>all at once</u> within one year. Wages shall be paid during marriage leave.
  - 2. Personal Leave: Employees who must personally handle urgent matters may apply for personal leave, which shall not exceed fourteen days in one year. Wages shall not be paid during personal leave.
  - 3. Ordinary Sick Leave: Employees who require medical treatment or rest due to ordinary injury, illness, or physiological reasons may request ordinary sick leave under the following conditions. For sick leave of two consecutive days or more, medical documentation shall be submitted. (For ordinary sick leave not exceeding thirty days within one year, half of the wages shall be

paid. If the labor insurance ordinary sick leave benefits do not amount to half of the employee's wages, the University shall make up the difference).

- (1) For non-hospitalized cases, leave shall not exceed thirty days within one year.
- (2) For hospitalized cases, leave shall not exceed one year within two years.
- (3) Combined non-hospitalized and hospitalized sick leave shall not exceed one year within two years.

If diagnosed with cancer (including carcinoma in situ) and treated on an outpatient basis, or if pregnancy requires pregnancy health leave, such periods shall be included in the calculation of hospitalized sick leave.

If sick leave exceeds the limits above, and after offsetting with personal leave or special leave the employee is still unwell, the University may approve leave without pay. Employees who remain unwell beyond the approved period may be dismissed; however, if they are covered by the Labor Standards Act pension system and meet the retirement requirements, retirement benefits shall be granted.

- 4. Menstrual Leave: Female employees unable to work due to menstruation may take one day of menstrual leave per month. Up to three days per year shall not be counted as sick leave; additional days shall be counted as sick leave. (No documentation is required. Wages shall be paid at half the normal rate for both counted and non-counted menstrual leave days).
- 5. Bereavement Leave: Wages shall be paid. Bereavement leave may be taken in installments within 100 days according to custom.
  - (1) For the death of parents, adoptive parents, stepparents, or spouse: eight days.
  - (2) For the death of grandparents, children, spouse's parents, adoptive parents, or stepparents: six days.
  - (3) For the death of great-grandparents, siblings, or spouse's grandparents: three days.
- 6. Occupational Sick Leave: Employees who suffer disability, injury, or illness due to occupational hazards shall be granted occupational sick leave during treatment or recuperation.
- 7. Maternity Leave:
  - (1) Female employees shall cease work before and after childbirth and shall be granted eight weeks of maternity leave.
  - (2) In the event of a miscarriage at least three months into pregnancy, the employee shall cease work and shall be granted four weeks of maternity leave.
  - (3) In the event of a miscarriage at least two months but less than three months into pregnancy, the employee shall cease work and shall be granted one week of maternity leave.
  - (4) In the event of a miscarriage less than two months into pregnancy, the employee shall cease work and shall be granted five days of maternity leave.
  - (5) For female employees specified in Items (1) through (4) who have been employed for six months or more, wages shall be paid in full during the period of leave; for those employed for less than six months, wages shall be paid at half rate.
  - (6) Female employees applying for maternity leave shall submit supporting documentation.
- 8. Pregnancy Health Leave: Where an employee, during pregnancy, needs pregnancy health leave for rest or treatment, the period of treatment or rest shall be counted as hospitalized sick leave. Pay for Pregnancy Health Leave shall be handled in accordance with the rules applicable to sick leave.
- 9. Paternity Examination and Paternity Leave: Employees <u>accompanying</u> their spouse for <u>prenatal examinations or childbirth</u> shall be <u>granted a total of seven days of leave</u>. <u>Except for leave taken during the spouse's pregnancy for prenatal examinations, paternity leave shall be taken on the day of delivery and within fifteen days before or after delivery.</u> Wages shall be paid during this period.
- 10. Prenatal Examination Leave: Employees who are pregnant shall be granted seven days of leave for prenatal examinations. Wages shall be paid during this period of leave.
- 11. Family Care Leave: Employees who must personally care for family members due to vaccination, serious illness, or other major accidents may apply for family care leave. The days shall be counted as personal leave and shall not exceed seven days per year. Wages shall be calculated in accordance with personal leave regulations.
- 12. Official Leave: Employees entitled to official leave under law shall be granted leave for the necessary number of days, with wages paid. Employees taking special leave, marriage leave,

bereavement leave, occupational sick leave, official leave, or maternity leave shall be deemed to have full attendance.

Applications for menstrual leave, parental leave without pay, family care leave, paternity examination and paternity leave, pregnancy health leave, maternity leave, or prenatal examination leave shall not be refused by the University, nor shall they be deemed absenteeism or result in adverse performance evaluations or any other form of unfavorable treatment.

Marriage leave, bereavement leave, personal leave, ordinary sick leave, menstrual leave, paternity examination and paternity leave, prenatal examination leave, and family care leave may be taken on an hourly basis, with eight hours counted as one day.

- Article 26 Employees who have worked continuously at the University for a certain period shall be granted annual special leave with pay in accordance with the following provisions:
  - 1. More than six months but less than one year: three days.
  - 2. More than one year but less than two years: seven days.
  - 3. More than two years but less than three years: ten days.
  - 4. More than three years but less than five years: fourteen days per year.
  - 5. More than five years but less than ten years: fifteen days per year.
  - 6. More than ten years: one additional day per year, up to a maximum of thirty days.

The seniority of employees referred to in the preceding paragraph shall be calculated from the date of employment. The dates of special leave shall be arranged by the employee; however, in cases of urgent operational needs of the University or personal reasons of the employee, adjustments may be made through mutual agreement. The University shall inform employees of their entitlement to special leave as soon as they qualify for it under the preceding provisions.

Employees' special leave may be taken on an hourly basis.

- Article 27 For unused special leave days due to the end of the year or termination of the contract, the University shall pay wages in lieu of those days. However, if unused special leave is carried over to the following year through agreement between labor and management, wages for such unused leave shall be calculated based on the wage rate applicable at the end of the original special leave year, if the leave remains unused by the end of the following year or upon contract termination. Carried-over special leave shall be deducted first when taking special leave in the following year. The number of special leave days each year and the amount of wages paid for unused leave shall be recorded by the University on the payroll, and employees shall be notified in writing once a year.
- Article 28 Employees' leave shall be handled in accordance with the Labor Standards Act, the Regulations on Leave-Taking of Workers, the Act of Gender Equality in Employment, and other relevant applicable regulations of the University.
- Article 29 Leave shall be applied for in advance and may only be taken upon approval. In cases of sudden illness or emergency, colleagues, family members, or friends may submit the leave application on the employee's behalf. Employees who leave their posts without applying for leave, fail to return after their leave has expired without completing the necessary procedures, or falsify leave applications shall be deemed absent without leave. Except for personal leave, special leave, and menstrual leave, supporting documentation shall be submitted in accordance with relevant regulations when applying for leave.

### Chapter V Evaluation, Rewards, and Penalties

- Article 30 Supervisors of each unit shall strictly enforce employee evaluations and shall not intentionally fail to carry them out in accordance with regulations or conceal relevant matters.
- Article 31 Employee evaluations shall be conducted based on actual work performance, or by the supervisor of the employing unit or the project principal investigator with reference to the relevant regulations of the University.

## **Chapter VI Compensation and Consolation for Occupational Accidents**

Article 32 When an employee suffers death, disability, injury, or illness due to an occupational accident, compensation shall be provided in accordance with the following provisions. However, where expenses have already been paid by the University under the Labor Occupational Accident Insurance and Protection Act or other laws and regulations for the same incident, such payments

may be deducted from the compensation:

- 1. When an employee is injured or contracts an occupational disease, the University shall compensate for the necessary medical expenses. The categories of occupational diseases and scope of medical treatment shall be in accordance with the provisions of the Labor Occupational Accident Insurance and Protection Act.
- 2. When an employee is unable to work during medical treatment, the University shall compensate an amount equivalent to the employee's original wages. However, if after two years of medical treatment the employee is still not recovered, and a designated hospital diagnoses and certifies the employee as having lost the ability to perform their original work, but does not meet the disability benefit standards under Item 3, the University may, upon making a one-time payment of forty months of average wages, be released from the responsibility for further wage compensation.
- 3. When an employee, upon termination of medical treatment, is diagnosed and certified by a designated hospital as having residual disability, the University shall make a one-time disability compensation based on the employee's average wages and degree of disability. The standards for disability compensation shall be in accordance with the provisions of the Labor Occupational Accident Insurance and Protection Act.
- 4. When an employee dies as a result of an occupational accident or occupational disease, the University shall, in addition to paying funeral expenses equivalent to five months of average wages, make a one-time death compensation to the employee's survivors equivalent to forty months of average wages. The order of priority for survivors to receive death compensation shall be as follows:
  - (1) Spouse and children.
  - (2) Parents.
  - (3) Grandparents.
  - (4) Grandchildren.
  - (5) Siblings.

The amount of compensation paid by the University pursuant to the preceding paragraph may be deducted from the damages arising from the same incident.

- Article 33 When an employee dies for reasons not arising from an occupational accident, the employee's survivors may claim death benefits in accordance with labor insurance regulations, and the University shall additionally grant a one-time consolation payment equivalent to four months of average wages. The order of priority for survivors shall follow the provisions of the Civil Code.
- Article 34 When applying for death compensation or consolation payments, the employee's survivors shall submit a death certificate and a household registration transcript.

  Where there are multiple survivors of the same priority, they shall jointly sign to receive payment.

Those willing to waive their share shall provide a written consent.

Article 35 The right to claim occupational accident compensation shall be extinguished if not exercised within from date becomes exercisable. two years the The right to compensation shall not be affected by the employee's resignation, and shall not be attachment, transferable. deductible, subject provided to Employees or their survivors who receive occupational accident compensation under the Labor Standards Act may, upon submitting supporting documents, open a special account at a financial institution exclusively for depositing such compensation. Deposits in such accounts shall not be subject to offset, attachment, provision as security, or compulsory enforcement.

## Chapter VII Welfare Measures, Safety, and Health

- Article 36 Employees shall participate in labor insurance, employment insurance, labor occupational accident insurance, and National Health Insurance in accordance with laws and regulations. The portion of insurance premiums to be borne by employees shall be withheld by the University from their wages at the time of payment.
- Article 37 Employees shall be entitled to the following benefits in accordance with relevant University regulations:
  - (1) Application for an employee identification card.
  - (2) Participation in recreational, birthday, and club activities.

- (3) Access to on-campus health care, medical services, and library borrowing.
- (4) Use of various University facilities and services in accordance with the regulations of the respective administrative units.
- Article 38 The University shall, in accordance with relevant laws and regulations on labor safety and health, implement labor safety and health measures to prevent occupational accidents and safeguard employee safety and health.

Employees shall comply with relevant labor safety and health laws and regulations and, when performing their duties or work, shall take necessary safety measures or undergo required safety inspections as prescribed by the University.

## **Chapter VIII Retirement**

- Article 39 For employees commencing from January 1, 2008, retirement shall be governed by the provisions of the Labor Standards Act and the Labor Pension Act. The University shall contribute six percent of each employee's monthly wages (calculated in accordance with the wage classification table for monthly pension contributions under the Labor Pension Act) to the employee's individual pension account at the Bureau of Labor Insurance. Employees may, on a voluntary basis, make additional contributions of up to six percent of their monthly wages. Voluntary contributions may be fully deducted from the individual's total annual comprehensive income.
- Article 40 Employees meeting any of the following conditions may voluntarily apply for retirement:
  - 1. Having worked for at least fifteen years and having reached the age of fifty-five.
  - 2. Having worked for at least twenty-five years.
  - 3. Having worked for at least ten years and having reached the age of sixty.

Years of service with the University prior to January 1, 2008, when the Labor Standards Act became applicable, may be included in the calculation of retirement seniority.

- Article 41 Employees meeting any of the following conditions may be mandatorily retired by the University:
  - 1. Having reached the age of sixty-five.
  - 2. Being physically or mentally disabled and unable to perform their duties.

The age specified in Item 1 of the preceding paragraph may, for positions of a special nature involving danger or requiring exceptional physical strength, be adjusted by the University upon approval by the central competent authority, but it shall not be lower than fifty-five years of age. Retirement under Item 2 of the preceding paragraph shall require certification from a public hospital or a hospital designated by the Bureau of Labor Insurance.

Employees subject to mandatory retirement who refuse to complete retirement procedures shall have such procedures directly handled by the University, and salary payments shall cease from the effective date of retirement.

- Article 42 Employees meeting any of the following conditions may claim pension benefits upon reaching the age of sixty:
  - 1. For employees with at least fifteen years of service, monthly pension payments may be claimed.
  - 2. For employees with less than fifteen years of service, a one-time lump-sum pension may be claimed.

The calculation of service years referred to in the preceding paragraph shall be based on the actual years of pension contributions. Where service years are interrupted, the years of contributions before and after the interruption shall be combined.

Service years prior to the application of the Labor Standards Act may be included in the calculation of retirement seniority in accordance with the Regulations for the Payment of Severance for Employees of Agencies and Schools. For service years after the application of the Labor Standards Act, pension standards shall be governed by the Labor Pension Act.

# **Chapter IX Supplementary Provisions**

Article 43 Employee complaints and handling of sexual harassment or sexual assault shall be conducted in accordance with the University's Guidelines for the Prevention, Complaint, and Disciplinary Measures of Sexual Harassment.

The University provides the following channels for workplace sexual harassment complaints: Dedicated Hotline: 02-23226014

Dedicated fax: 02-23226019

Dedicated mailbox or email: wjs2417@ntub.edu.tw

Upon receipt of a sexual harassment complaint, the University shall designate responsible personnel to coordinate and handle the matter.

- Article 44 The University shall establish an employee opinion mailbox and an employee complaint handling mechanism to provide employees with channels for expressing opinions and to strengthen labor-management relations. The employee opinion and complaint mechanism is as follows:
  - 1. If an employee makes a verbal complaint, the personnel of the relevant unit shall record it and immediately report it for handling.
  - 2. If an employee's rights and interests are impaired, or if the employee has other opinions, the matter may be submitted in writing. The supervisor of the relevant unit shall immediately investigate and handle the matter or report it to a higher level for handling, and shall provide the complainant with a reply regarding the result or progress of handling.
- Article 45 To encourage teamwork, enhance mutual understanding, promote labor-management harmony, and improve work efficiency, the University may convene labor-management meetings from time to time for mutual communication of opinions. Both labor and management shall adhere to the principle of good faith in reviewing, negotiating, and resolving issues related to work, welfare, and employee grievances.
- Article 46 In the event of amendments to laws and regulations, matters not covered by these Rules, or matters involving other rights and obligations of employees, the University may handle such matters as necessary in accordance with relevant laws and regulations.
- Article 47 These Rules shall be implemented after approval by the Administrative Meeting and submission to the competent authority for record. The same procedure shall apply to any amendments.