

Labor Contract for Part-Time Workers at National Chung Cheng University (Template)

Contracting Parties:

National Chung Cheng University (hereinafter referred to as “Party A”)

_____ (hereinafter referred to as “Party B”)

Party A and Party B hereby enter into this Contract by mutual agreement under the following terms and conditions, which both parties shall observe:

1. Commencement Date and Term of Contract:

- ☐ For continuous work, employment shall commence on ____ (year) ____ (month) ____ (day).
- ☐ For non-continuous work (☐ temporary work ☐ short-term work ☐ seasonal work ☐ specific work), the term of employment shall commence on ____ (year) ____ (month) ____ (day) and end on ____ (year) ____ (month) ____ (day).

2. Job Title: _____.

3. Work Location: _____.

4. Job Duties and Working Hours:

(1) Party B's job duties: _____.

(2) Party B's regular working time (not to exceed 8 hours per day):

- ☐ ____ hours per month;
- ☐ ____ hours per week.
- ☐ ____ hours per day.

(3) Upon hiring, Party A may, in light of the nature of the work, the term of employment, and job requirements, agree with Party B on a probationary period. The probationary period shall be reasonably determined based on the nature of the work and the term of employment. For non-continuous work, the probationary period shall, in principle, not exceed one-fourth of the term of employment; for continuous work, it shall, in principle, not exceed three months. Where the term of employment is relatively short or the nature of the work does not warrant a probationary period, the probationary period may be shortened or omitted.

☐ No probationary period is stipulated.

☐ A probationary period is stipulated from ____ (year) ____ (month) ____ (day) to ____ (year) ____ (month) ____ (day).

(4) During the probationary period, Party B shall be comprehensively evaluated on work-related factors, including attendance, ability to perform the work, work attitude, quality of work, and cooperation in carrying out assigned duties. Upon completion of the probationary period, Party A shall notify

Party B of the evaluation result. If Party B passes the evaluation, employment shall continue. If the evaluation determines that Party B is unable to perform the work satisfactorily, Party A shall handle the matter in accordance with the Labor Standards Act and other applicable laws and regulations.

- (5) If Party B needs to work additional hours, Party A's prior approval shall be obtained. If Party B's daily working hours do not exceed the regular working time of 8 hours per day but exceed the daily working hours agreed upon with Party B, wages shall be paid according to the hourly wage calculation method set forth in Clause 5, Paragraph (1). If Party B's work involves hours in excess of the regular working time of 8 hours per day under the Labor Standards Act, work on a rest day, or any other circumstance in which additional wages are required by law, the working hours, calculation of wages, and related matters shall be governed by the Labor Standards Act and other applicable laws and regulations.

5. Wages:

(1) Method of Wage Calculation:

- ☐ Paid monthly; monthly wage: NT\$_____ only (all monetary amounts below are likewise in New Taiwan dollars).
- ☐ Paid weekly; weekly wage: _____ only.
- ☐ Paid daily; daily wage: _____ only.
- ☐ Paid hourly; hourly wage: _____ only.

- (2) Within two days beginning on the first day of the month following the commencement of work, Party B shall complete the entry of the previous month's working hours, print and submit the "National Chung Cheng University Employment-Based Student Worker Sign-In/Sign-Out Form and Receipt." Party A shall complete the reimbursement procedures for the work-study payment within five days beginning on the first day of the following month (if the deadline falls on a holiday, it shall be extended to the next working day). Party A shall calculate Party B's wages based on Party B's actual work performed and the terms of this Contract, and shall settle and pay the wages on a monthly basis. As a rule, wages shall be paid no later than the last day of the following month (if the payment date falls on a holiday, it shall be extended to the next working day). This deadline shall not apply where the reimbursement case is returned after review by any reviewing unit. If the case is returned for reasons not attributable to Party B, resulting in wages not being paid within the agreed period, Party A shall proactively inform Party B of the reason for the delay and the status of subsequent processing. If the date on which the delayed wages will be paid can be determined, Party A shall also inform Party B of that date.

- (3) The method of wage payment shall be governed by Party A's applicable regulations. Party A shall, in accordance with law, withhold amounts payable by Party B for labor insurance premiums, employment insurance premiums, National Health Insurance premiums, individual income tax, and other applicable amounts. When the minimum wage is adjusted, the hourly wage shall be adjusted accordingly.
- (4) If Party B fails to complete the entry of working hours and submit the "National Chung Cheng University Employment-Based Student Worker Sign-In/Sign-Out Form and Receipt" within the prescribed period, thereby preventing Party A from verifying the working hours and calculating the wages, Party B shall make the necessary corrections as soon as possible after receiving notice from Party A. Once the relevant information has been corrected and the wage calculation completed, Party A shall process the payment in accordance with its established wage payment procedures.
- (5) Party B shall cooperate with Party A in carrying out procedures relating to labor insurance, employment insurance, labor occupational accident insurance, National Health Insurance, and labor pension. Because employment information from Party A's various employing units may be generated or changed over the course of a given month, Party A shall process the relevant insurance matters and calculate insurance premiums based on Party B's actual employment, work, and insurance enrollment information as of the end of that month.
- (6) Amounts relating to labor insurance, employment insurance, labor occupational accident insurance, National Health Insurance, and labor pension shall be calculated based on Party B's actual insurance enrollment and withdrawal information for the month, insured salary, and applicable laws and regulations. The amount of insurance premiums payable by Party B can be determined only after the insurance enrollment and change information for that month has been compiled, verified, and settled. Upon completion of the relevant settlement, Party A may, in accordance with law, withhold from Party B's wages the insurance premiums payable by Party B.
- (7) Party A shall not make advance deductions from Party B's wages as a penalty for breach of contract or as indemnity.

6. Leave:

- (1) Party A and Party B agree that, based on actual operational needs, the actual workdays or working hours may be flexibly adjusted within the scope specified in Clause 4, Paragraph (2).
- (2) No wages shall be paid for hours during which Party B is on leave or absent without cause.
- (3) Party B shall request leave from Party A orally or in writing in advance. Where

Party B is unable to request leave in advance due to sick leave or an unforeseen event, Party B may have a family member or another person make the request on Party B's behalf. Party A may require Party B to provide relevant supporting documentation.

- (4) When taking leave, Party B shall complete the leave procedures in accordance with Party A's regulations.
- (5) Party B's annual paid leave and other statutory leave entitlements shall be governed by the Labor Standards Act and other applicable laws and regulations.

7. Labor Insurance, Labor Occupational Accident Insurance, Employment Insurance, Labor Pension, and National Health Insurance:

- (1) Party A shall, based on Party B's actual work arrangements and in accordance with applicable laws and regulations, handle matters relating to labor insurance, employment insurance, labor occupational accident insurance, and labor pension contributions when Party B meets the eligibility requirements for insurance enrollment or pension contributions.
- (2) If Party B meets the eligibility requirements for enrollment under the National Health Insurance Act and the following applicable provisions, Party A shall, based on Party B's actual work arrangement, period of employment, workdays, and working hours, enroll Party B in National Health Insurance in accordance with law.
 - ☐ Reports for work on every workday, regardless of the number of hours worked per day.
 - ☐ Does not report for work on every workday but works at least 12 hours per week.
 - ☐ Has an employment period of at least one month and averages at least 12 working hours per week.
- (3) If Party B does not meet the eligibility requirements prescribed by applicable laws and regulations for the relevant insurance coverage or labor pension contributions, Party A shall handle the matter in accordance with applicable laws and regulations.
- (4) If Party B is concurrently employed by two or more employing units within Party A, or if the employment periods, workdays, or working hours overlap, Party B shall truthfully provide the relevant employment information in accordance with Party A's regulations. Party A shall process the relevant insurance and labor pension matters in accordance with applicable laws and regulations, based on Party B's actual employment, work, and insurance enrollment status.
- (5) Party B shall, within the deadline designated by Party A, complete the

reporting or confirmation of information relating to employment, working hours, and insurance. Party B shall also cooperate with Party A in matters including insurance enrollment, withdrawal from insurance, changes to insured salary, settlement of insurance premiums, and correction of relevant information.

- (6) If Party B is employed by different employing units within Party A, Party B shall avoid duplicate reporting for the same period or other circumstances inconsistent with applicable laws and regulations. If changes or corrections to employment information require adjustments to insurance information, insurance premiums, or labor pension contribution amounts, Party B shall cooperate with Party A in making the necessary corrections and adjustments in accordance with applicable laws and regulations.

8. Occupational Safety and Health: Party A shall handle matters concerning Party B's occupational safety and health in accordance with applicable regulations and safeguard Party B's safety and health.

9. Work Requirements:

- (1) Party B shall perform duties under Party A's direction and supervision, faithfully discharge such duties, and comply with Party A's management rules and regulations.
- (2) Party B shall not disclose any of Party A's business or technical secrets that come to Party B's knowledge; this confidentiality obligation shall continue after retirement or separation from employment.
- (3) With respect to any works, research results, or other intellectual property rights arising from Party B's performance of duties, the ownership of the relevant rights shall be governed by the Copyright Act, the Patent Act, relevant University regulations, and any separate agreement between the parties.
- (4) Party B shall observe the principles of integrity and avoidance of conflicts of interest in performing duties and shall not use the authority, opportunities, or means afforded by the position to seek improper benefits for Party B or any third party.
- (5) Within the scope of Party B's duties and reasonable work assignments, Party B shall cooperate with Party A in carrying out ad hoc work-related assignments.
- (6) During working hours, Party B shall not leave the work post without the supervisor's permission.
- (7) Party B shall respect the sexual or bodily autonomy of both others and Party B, avoid unwelcome advances, and shall not use coercion or violence in dealing with conflicts involving sex or gender.

- (8) Party B shall, as required by Party A's operational needs, participate in job-related education and training or necessary meetings. If the time spent participating constitutes working time under applicable law, it shall be handled in accordance with applicable laws and regulations.
10. Custody of Property: Party B shall exercise due care in the custody and maintenance of any tools used and items placed in Party B's custody. If any property of Party A is damaged or lost due to Party B's intentional act or negligence, liability for compensation shall be determined in accordance with applicable laws and regulations and the actual attribution of responsibility.
11. Liability for Damages: Where a breach of contract, damage, or other event giving rise to compensation has occurred, Party A shall not directly deduct any amount from Party B's wages before the parties have negotiated or clarified the attribution of responsibility, scope of liability, and amount of compensation. If the damage results from Party A's operational risks, unlawful acts, or causes attributable to Party A, Party A shall not require Party B to bear liability for damages.
12. Prohibition of Employment, Age, and Gender Discrimination; Prevention and Correction of Sexual Harassment: Party A shall ensure compliance with the Employment Service Act provisions prohibiting employment discrimination, the Middle-aged and Elderly Employment Promotion Act provisions prohibiting age discrimination, and the Gender Equality in Employment Act provisions on the prohibition of gender discrimination, prevention and correction of sexual harassment, and measures for promoting equality in employment.
13. Prohibition of Adverse Treatment for Complaints: Party A shall not dismiss or transfer Party B, or subject Party B to any other adverse action, because Party B files a complaint or assists another person in filing a complaint.
14. Termination of Contract: If Party A or Party B seeks to terminate this labor contract during the term of employment specified in Clause 1, the termination shall be handled in accordance with the Labor Standards Act, the Labor Pension Act, and other applicable laws and regulations.
15. Resignation Procedures:
- (1) Party B shall give Party A advance notice of resignation in accordance with the advance-notice periods prescribed in Article 15, Paragraph 2 and Article 16 of the Labor Standards Act.
 - (2) Before leaving employment, Party B shall complete the resignation procedures in accordance with Party A's regulations or requirements, prepare a handover checklist, provide a complete handover of all matters handled by Party B to the personnel designated by Party A, and return all Party A property under Party B's custody.

16. Rights, Obligations, and Other Governing Provisions: The rights and obligations of Party A and Party B during the term of this labor contract shall be governed by this Contract. Matters not provided for herein shall be governed by applicable laws and regulations. Any addition, deletion, or amendment to this Contract shall be made by mutual agreement of Party A and Party B and in writing.
17. Agreed Jurisdiction: Any dispute arising from this Contract shall be resolved through consultation between the parties. If no agreement can be reached, the parties agree that the Taiwan Chiayi District Court shall have jurisdiction.
18. Number of Originals: This Contract shall be executed in two originals, with Party A and Party B each retaining one original.

Contracting Parties:

Party A: National Chung Cheng University	Party B: _____
Employing Unit: _____	(Signature/Seal)
	Address: _____
First-Level Supervisor of Employing Unit: _____	National ID No.: _____

Republic of China Year _____ Month _____ Day _____