

長榮大學學生兼任助理勞動權益保障處理要點

Chang Jung Christian University Part-time Student Assistant Labor Rights Protection Handling Regulations

109.02.06 108 學年度第二學期第一次行政會議通過
Approved on February 6, 2020 by the 1st Administrative Meeting of
Academic Year 2019 Semester 2.

109.03.23 108 學年度第二學期期初校務會議通過
Approved on March 23, 2020 by the Beginning-of-Semester Institutional
Affairs Meeting of Academic Year 2019 Semester 2.

一、長榮大學（以下簡稱本校）為保障學生兼任助理勞動權益，並兼顧培育人才之目的，特依據勞動部訂頒「專科以上學校兼任助理勞動權益保障指導原則」（以下簡稱勞動部指導原則）訂定「長榮大學學生兼任助理學習與勞動權益保障處理要點」（以下簡稱本要點）。

I. To protect the labor rights and interests of students serving as part-time assistants and at the same time ensure the purpose of cultivating talents, Chang Jung Christian University (hereinafter referred to as CJCUC) has formulated the Chang Jung Christian University Part-time Student Assistant Labor Rights Protection Handling Regulations (hereinafter referred to as the Regulations) in accordance with the Ministry of Labor's Guidelines for Labor Rights Protection for Part-time Assistants in Institutions of Higher Education and Above.

二、凡學生與學校間存有提供勞務獲取報酬之工作事實，且具從屬關係者，均屬僱傭關係，其兼任樣態，包括兼任研究助理、兼任教學助理、兼任研究計畫臨時工及其他不限名稱之學生兼任助理工作者等。

前項僱傭關係應依勞動相關法規規定辦理；雙方如屬承攬關係者，或其他非僱傭關係者，另依相關法令規定辦理。

本校與學生之僱傭關係有無之認定，依勞動部指導原則第二點規定判斷之。

II. All students who are remunerated for their services to the school under a superior-subordinate relationship shall be regarded as being in an employment relationship with the school. The forms of part-time work include part-time

research assistants, part-time teaching assistants, temporary part-time research project workers, and other part-time work under any job title assumed by students.

The employment relationship in the preceding paragraph shall be handled in accordance with relevant labor laws and regulations. If the parties are in a contractual relationship or other non-employment relationship, they shall be handled in accordance with relevant laws and regulations.

The determination of the employment relationship between CJCUC and students shall be determined in accordance with the provisions of Point 2 of the Ministry of Labor's Guidelines.

三、 本校（含各單位、計畫主持人及教師等）僱用學生兼任助理時，應以書面確認雙方關係（「獎助生」或「勞僱型」），並充分告知相關權利義務。

III. When CJCUC (including its units, project coordinators, teachers, etc.) employs students as assistants, it shall confirm in writing the relationship between the two parties ("student grant" or "employment type"), and fully inform the students of their relevant rights and obligations.

四、 僱用學生擔任兼任助理時，應依下列原則辦理：

IV. When hiring students as part-time assistants, the following principles shall be followed:

(一)與學生訂定勞動契約，明定任用條件、工作場所、工作時間、工作時數、定期或不定期之工作期間、工作內容、工資、工作準則、終止及相關權利義務；並應於開始僱用（聘僱）7日前完成聘任申請。

(1) Formulate a labor contract with the students, specifying the terms of appointment, workplace, work time, hours of work, regular or irregular working periods, job content, wages, work standards, termination, and related rights and obligations. In addition, the hiring application shall be completed 7 days before the hiring (employment) begins.

(二)依相關規定辦理勞工保險、全民健康保險及提繳勞工退休金等，並提供相關申訴及爭議處理管道。

(2) Handle labor insurance, national health insurance and labor pension in accordance with relevant regulations. Provide channels for handling complaints and disputes.

(三)督導所屬教學單位及教師，並依約保障學生之勞動權益。

(3) Supervise the teaching unit and teachers that the students are affiliated with, and protect the labor rights of the students in accordance with the contract.

五、有關學生協助或參與教師執行研究計畫所產出相關研究成果之著作權歸屬，依著作權法規定辦理。依著作權法第十一條規定，受僱之學生為著作人，本校享有著作財產權，亦即本校享有著作權法第二十二條至第二十九條之重製、改作、公開播送及公開傳輸等專有權利，著作人格權仍屬受僱人所有。本校行使著作財產權時，應注意避免侵害受僱人之著作人格權，或於事前依契約約定受僱人對本校不行使著作人格權。

前項研究成果之專利權之歸屬，得由雙方合意以契約定之；未約定者，依專利法第七條第一項規定，研究成果之專利權歸屬於本校。

V. In research projects that students assisted with or implemented with the teacher, the copyright owner of the research outcomes shall be handled in accordance with the provisions of the Copyright Act. In accordance with Article 11 of the Copyright Act, where the work is completed by an employed student, CJCU shall enjoy the rights to copyright. In other words, CJCU shall enjoy patent rights to reproduce, modify, publicly broadcast, and publicly transmit the work in accordance with Articles 22 to 29 of the Copyright Act. However, the moral rights shall belong to the author. In exercising its rights to copyright, CJCU shall take precautions to avoid infringing on the moral rights of its employees, and in accordance with the terms set in the contract, employees shall not exercise their moral rights against CJCU.

The ownership of the patent right of the research results mentioned in the preceding paragraph may be agreed upon by both parties in the contract. If no agreement is set, the patent right of the research results shall belong to CJCU in accordance with the provisions of Article 7 Paragraph 1 of the Patent Act.

六、為保障各類學生兼任助理權益，本校處理章則應包括：本校學生兼任助理之工作準則、各類助理之權利義務、經費支給項目(科目)、來源、額度及所涉研究成果之著作權歸屬相關規範。

各類助理權益保障及處理程序，屬工作範疇者，由人力資源發展處另定並納入本校適用勞基法人員工作規則。

VI. To protect the rights and interests of all types of students serving as assistants, the provisions in CJCUC's implementation regulations shall include: CJCUC's work standards for part-time student assistants; the rights and obligations of all types of assistants; payment items (subjects), funding sources, and amount; and relevant regulations pertaining to copyright ownership if research results are involved.

The scope of the protection of the rights and interests of the various types of assistants and the handling procedures shall be separately determined by the Office of Human Resources Development and incorporated into the CJCUC Working Regulations for Employees Governed by the Labor Standards Act.

七、具有性侵害犯罪紀錄前科，或於勞動契約存續期間因性騷擾事件經本校性別平等委員會移送其他權責機關處置，或受有期徒刑以上刑之宣告確定，而未諭知緩刑或未准易科罰金者，本校得不經預告，終止該兼任助理之勞動契約，並得請求賠償因此所受之一切損害。

VII. Part-time assistants that found to have a criminal record of sexual assault, or who during the period of their labor contract are referred by the CJCUC Gender Equality Committee to another authority for sexual harassment incident, or who are sentenced to term imprisonment or higher and have not been allowed probation or fines, CJCUC may terminate their labor contract without prior notice and may request compensation for all resulting damages.

八、兼任助理工作酬勞由勞資雙方依相關規定辦理，惟不得低於中央主管機關所核定之基本工資。

兼任助理工作酬勞之給付，依勞資雙方約定時間核發。但因補助機關尚未核撥經費等特殊原因者，從其約定。惟不得預扣工作酬勞作為違約金或賠

償費用。

VIII. Remuneration for part-time assistants shall be handled by both employers and employees in accordance with relevant regulations. However, remuneration shall not be lower than the basic salary approved by the central competent authority.

The payment of remuneration for part-time assistants shall be approved and issued according to the time agreed upon by the employer and the employee. In case of special reasons such as the subsidizing agency's failure to disburse the funds, the agreement shall prevail. Remuneration shall not be withheld in advance against breach of contract or compensation.

九、外籍學生或僑生依就業服務法規定須持有工作許可有效證件始得工作，且每週工時不得超過 20 小時。

IX. To work, foreign students or overseas Chinese students must hold a valid work permit in accordance with the Employment Service Act. Their working hours shall not exceed 20 hours per week.

十、本校學生兼任各類助理之爭議處理，由學生申訴評議委員會辦理。

X. Disputes raised by CJCU students serving as various types of part-time assistants shall be handled by the Arbitration for Student Appeal-Arbitration Committee.

十一、本要點未盡事宜，除參照法令外，依本校相關規定辦理。

XI. Any matters that are not covered in this Regulations shall be handled in accordance with the law and relevant CJCU regulations.

十二、本要點經行政會議、校務會議通過，陳請校長核定後公佈實施，修正時亦同。

XII. This Regulations will be announced and implemented upon the approval of the Administrative Meeting, the Institutional Affairs Meeting, and the University President, and the same shall apply for all amendments of the regulations.