

# 長榮大學工讀助學生勞動契約書

## Chang Jung Christian University Work-study Student Labor Contract

長榮大學（以下簡稱甲方）

立契約人

雙方同意訂立契約條款如下，以資共同遵守履行：

（以下簡稱乙方）

Both parties of the Contract, Chang Jung Christian University (hereinafter referred to as Party A) and \_\_\_\_\_ (hereinafter referred to as Party B) agree to the following terms of the contract and shall jointly comply with its provisions:

- 一、提撥勞工退休金：甲方應依勞工退休金條例為乙方提繳每月薪資之百分之六退休金於勞保局個人帳戶，乙方亦可於百分之六範圍內自願提繳退休金。
  - I. Labor pension contribution: Party A shall pay Party B a pension of 6% of the monthly salary into the personal account of the Bureau of Labor Insurance in accordance with the Labor Pension Act. Party B may also voluntarily contribute up to 6% of monthly pay into the pension.
- 二、請假、例假、休假、特休假依勞動部僱用部分時間工作勞工注意事項、性別工作平等法、勞工請假規則、甲方訂定工作規則及相關規定辦理。
  - II. Leaves, official holidays, vacation and annual leave shall be handled in accordance with the Ministry of Labor's guidelines for employment of part-time workers, the Act of Gender Equality in Employment, Regulations of Leave-Taking of Workers, the provisions of the Contract between Party A and Party B, and other relevant rules and regulations.
- 三、乙方同意於契約存續期間，因職務上所創作之一切著作、專利權、商標、營業秘密等一切智慧財產權皆以甲方為唯一之權利人，所有相關之權利悉數歸屬於甲方；乙方應無條件協助甲方辦理取得前述權利所必要之一切事宜。非經甲方事前以書面同意，乙方不得主張、行使或利用前述任何之智慧財產權。
  - III. Party B agrees that all intellectual property rights such as publications, patent right, trademarks and trade secret created through the job position during the period of the Contract shall solely belong to Party A. Party B shall unconditionally assist Party A in all matters necessary to obtain the aforementioned rights. Without the prior written consent from Party A, Party B shall not claim, exercise or utilize any of the aforementioned intellectual property rights.
- 四、職業災害及普通傷病補助：甲方應依勞動基準法、職業災害勞工保護法、勞工保險條例、就業保險法及相關規定辦理。
  - IV. Subsidies for occupational disasters and general injury and illness: Party A shall handle occupational disasters and general injury and illness in accordance with the Labor Standards Act, the Act for Protecting Worker of Occupational Accidents, the Labor Insurance Act, the Employment Insurance Act and relevant rules and regulations.
- 五、福利：甲方應依勞工保險條例及全民健康保險法，為乙方加入勞工保險及全民健康保險。
  - V. Benefits: Party A shall enroll Party B in labor insurance and national health insurance in accordance with the Labor Insurance Act and the National Health Insurance Act.
- 六、乙方接到甲方聘僱通知後，應依規定辦理到職手續。聘期屆滿，乙方即需離職，不得異議，並應依規定辦妥離職手續後始得離職。乙方如未依規定辦妥到職及離職手續致甲方受損害時，其衍生費用先由甲方用人單位負責，甲方用人單位得要求乙方支付必要費用。乙方於契約期滿前，因故需提前離職時，應依勞動基準法第十六條第一項規定，填寫離職申請書提出申請，經用人單位同意後始得離職。
  - VI. Upon receiving notification of employment from Party A, Party B shall proceed with employment formalities according to regulations. Upon expiration of employment term, Party B shall leave his or her position without objection, and shall complete the formalities for leaving in accordance with regulations. If Party B fails to complete the formalities for beginning or leaving employment in accordance with regulations, resulting in loss to Party A, expenses from the loss shall first be assumed

by the employing unit of Party A. The employing unit of Party A shall then seek required payment from Party B. Party B wishing to resign before Contract expiration shall submit a resignation application in accordance with Article 16 Paragraph 1 of the Labor Standards Act, and obtain the approval of the employing unit before resigning.

七、工作時間：乙方於聘期內之工作時間，由甲方用人單位視工作需要自行管理。乙方工作時間每日不超過8小時，每週不得超過40小時，每繼續工作4小時，至少應有30分鐘之休息。除寒暑假外，外籍生及僑生每週工作時數最長以20小時為原則，且外籍生及僑生應於工作前先取得有效之工作證。

VII. Working Hours: Working hours during the period of employment shall be determined by the employing unit of Party A in accordance with job needs. The regular working time of temporary workers during their period of employment may not exceed eight hours a day or 40 hours a week. For each 4 hours of continuous work, there shall be at least 30 minutes of rest. Except for winter and summer vacations, working hours for foreign students and overseas Chinese students shall generally not exceed 20 hours per week. Foreign students and overseas Chinese students shall obtain valid work permit before working.

八、考核及獎懲：乙方之考核及獎懲，依甲方所訂工作規則或相關規定辦理。

VIII. Reviews, rewards and demerits: Review, rewards and demerits of Party B shall be handled in accordance with the job regulations set by Party A or relevant rules and regulations.

九、安全衛生：甲、乙雙方應遵守勞工安全衛生法及相關法規規定。

IX. Safety and health: Both Party A and Party B shall comply with the Occupational Safety and Health Act and relevant rule and regulations.

十、本契約未盡事宜，依政府相關法令、甲方所訂工作規則及相關規定辦理。

X. Matters not addressed in this Contract shall be handled in accordance with relevant Acts of the government, the job regulations set by Party A, and relevant rules and regulations.

十一、管轄法院：就契約所生訴訟，甲、乙雙方同意以臺灣臺南地方法院為管轄法院。

XI. Court of jurisdiction: In case of litigation arising from the Contract, both Party A and Party B agree to the Taiwan Tainan District Court as the court of jurisdiction.

十二、本契約有效期間自簽署日起至當學期結束之日為止，欲擔任兼任助理之人員應於每學期開始後重新檢視契約內容並同意遵守本契約內容，始得擔任兼任助理。

XII. This Contract shall be effective on the date of signature until the end of the semester. Those wishing to serve as part-time assistant shall first review their Contract after the beginning of each semester and agree to abide by its content.

十三、本契約僅為甲乙雙方約定擔任兼任助理之一般勞動條件與規則，每學期簽署乙次。乙方每次擔任兼任助理工作時必須與甲方用人單位共同簽署兼任助理勞動契約附約，始為乙份完整之兼任助理勞動契約。

XIII. This Contract is only a general labor rules and regulations governing the agreement between Party A and Party B for part-time assistantship. The Contract shall be signed each semester. With each assistantship, both Party B and the employing unit of Party A shall sign the assistantship accessory contract of the labor contract for the said contract to be complete.