

YZU Regulations for Janitors

Passed by the 7th Administrative Committee of the 2005 School Year, December 5, 2005

Chapter 1 General Provisions

Article 1 These regulations are established to make the rules for rights and obligations of both University and janitor in order to promote the efficiency of administrative service. These regulations are made in accordance with Article 70 of Labor Standards Act.

Article 2 All the affairs of rights and obligations of janitors shall be processed in accordance with these regulations. Any other matters not covered by these regulations shall be processed in accordance with Labor Standards Act and other relevant acts.

Article 3 Janitors mentioned in these regulations refer to organizational technician janitors (including drivers and security guards) and general janitors. The job content of janitors will be appointed by University based on University's running affairs.

Chapter 2 Employment

Article 4 Qualifications for the employment of new janitors:

1. Having an elementary school degree or other equivalent certificates.
2. Having good morality without negative records and hobbies.
3. The age shall be over twenty years old and below fifty-five years old; having finished the military service or having a proof of the waiver of military service.
4. With health check results being mentally and physically healthy to be competent for the job.
5. Having not been dismissed from YZU.

Besides these qualifications mentioned above, professional skills of the job will be required and shall be examined by University.

Article 5 There is a three-month trial period for a new janitor; a janitor who is examined as being qualified for the job after the trial period will be employed officially. There is no trial period for a janitor who has served University for over six months in the past.

Article 6 For a janitor who is incompetent for the job, behaves inappropriately, or fails University's examination during the trial period, University shall terminate the trial period and process the case in accordance with Article 11, 12, 16, 17 of Labor Standards Act.

Article 7 A new janitor shall submit the ID Card, Household Registration List, academic records, and the following documents:

1. one resume;
2. health check certificate issued by public hospitals or clinics under special contracts with the National Health Insurance Program;
3. certificate of discharge from military service (for veterans only);
4. three recent two-inch passport photos;

Chapter 3 Service Rules

Article 8 A janitor shall obey the command given by the office director and focus on the job during the working hours instead of doing things that are not related to the job, damaging the discipline of an office or the reputation of the school. A janitor shall follow the rules of “YZU Regulations for Faculty And Staff to Keep Job Affairs Confidential”.

Article 9 A janitor shall work at the regulated time and place instead of being late, leaving early, or leaving without proper cause.

Article 10 A janitor shall sign for attendance in person everyday; otherwise he/she will be regard as having truancy. For the janitor whose nature of job is special and has been authorized to have the waiver of signing for attendance, the case shall be submitted to Personnel Office for verification. A janitor who is found with actual facts of signing up for another person’s attendance or asking someone to do it shall be regarded as having truancy.

Article 11 The content of a janitor’s job shall be decided by the office concerned. The office director may change the content of the job under the following conditions:

1. Based on the needs of office affairs.
2. Without violating the labor contract.
3. No unfavorable change made to a janitor’s salary or other labor conditions.
4. The job transferred shall be adaptable to the physical condition and technical background as the job before transfer.

Article 12 A janitor who takes the job of driving shall follow traffic rules and take the duty of guarding and maintaining the vehicle.

Chapter 4 Working Hours

Article 13 A janitor shall have regular working time not in excess of eight hours a day and eighty-four hours every two weeks. Working time and shift time may be changed with

the consent of both University and the janitor based on the actual needs.

Article 14 A janitor shall report for personal, sick, or business leave during the working hours in accordance with University's regulations. The leave shall be based on an hour; every four hours will be calculated as half a day and every eight hours will be calculated as one day.

Article 15 When University has a necessity to have a janitor to perform the work besides regular working hours, the working hours may be extended. The total hours extended in a month for general janitors shall be regulated in accordance with Article 32 of Labor Standards Act; the total hours extended in a month for drivers and security guards shall be regulated in accordance with Article 84-1 of Labor Standards Act.

Article 16 University may require janitors to extend working hours, if force majeure, accident or unexpected matter requires continuance of work provided. Janitors shall be granted for the overtime pay and leave afterwards to compensate for the hours extended.

Chapter 5 Payment

Article 17 The salary will be transferred into the account of Far Eastern International Bank on the 15th of each month in accordance with "YZU Regulations of Salary Assessment for Faculties And Staffs".

Article 18 The overtime pay of extended hours shall be processed in accordance with "YZU Standard for Staff Overtime Pay and On-duty Pay".

Article 19 Other job allowance shall be processed in accordance with "YZU Standard for Paying Staff's Job Allowance".

Chapter 6 Leave of Absence

Article 20 Leave of absence of janitors shall be processed in accordance with 'Labor Standards Act', "Rules on Leave-taking by Workers", "Gender Equality in Employment Act", and "Enforcement Rules of Gender Equality in Employment Act".

Article 21 A janitor shall have one regular day off in every seven days.

Article 22 A janitor shall be granted time off on all holidays as prescribed by the central competent authority, but not for other holidays prescribed by University (spring break, summer

vacation, winter vacation, and University's special celebrations). Working hours of University's holidays shall be arranged by the office concerned.

Article 23 Where a janitor continues to work for University for a certain period of time, he/she shall be granted a special leave on an annual basis on the following scale:

1. seven days for the service of more than one year but less than three.
2. ten days for the service of more than three years but less than five.
3. fourteen days for the service of more than five years but less than ten.
4. one additional day for each year of service over ten years up to a maximum of thirty days.

Article 24 Personal leave: In the event of matters which a janitor must personally deal with, he/she shall be entitled to a personal leave without pay not exceeding fourteen days in a year.

Article 25 Sick leave:

1. When a janitor must receive medical service or rest on account of ordinary injury, sickness, or physical reasons, he/she shall be entitled to ordinary sickness leave according to the following provisions:
 - (1) For the non-hospitalized, a total of less than thirty days in one year (not include holidays).
 - (2) For the hospitalized, not exceeding one year within two years (holidays included for over thirty days).
 - (3) The total of hospitalized and non-hospitalized sick leave shall not exceed one year within two years (holidays included for over thirty days).
 - (4) For female janitors who can't perform their duties during their periods, one day of menstrual leave is allowed each month. Menstrual leave is regarded as sick leave.
2. Where accounted ordinary sick leave does not exceed thirty days in one year, half salary shall be paid. In cases where Labor Insurance payments do not reach half salary, University shall make up the difference.
3. In the event of the ordinary sick leave exceeding thirty days and the janitor has not recovered after obtaining personal leave or special leave, he/she shall be entitled to position retained without pay for a maximum period of one year. Those who can't come back to work upon the expiry of the leave shall process the affairs of retirement or severance based on their seniority.

Article 26 Occupational sickness leave: In the event of disability, injury, or sickness on account of occupational accident with a proof issued by public hospitals, a janitor shall be entitled to occupational sickness

leave during the period of medical treatment or recuperation.

Article 27 Wedding leave: A janitor shall be allowed for a wedding leave of eight days (not include holidays). Newly employed janitors must not ask for wedding leave during the trial period.

Article 28 Maternity leave: A janitor shall be granted a maternity leave before and after childbirth for fifty-six days (holidays included). In the case of a miscarriage after being pregnant for more than three months, the female janitor shall be permitted to discontinue work and shall be granted a maternity leave for twenty-eight days (holidays included).

A janitor who has been employed for over six months shall be paid with full salary during the leave; a janitor who has been employed for less than six months shall be paid with half the salary during the leave.

Article 29 Paternity leave: Due to spouse's childbearing, two days of paid paternity leave shall be granted. They shall select the two days during the period of five days including the day their spouses are in labor and two days right before and after that date.

Article 30 Mourning leave:

1. Due to death of parent, parents-in-laws, stepparents or spouse, paid mourning leave can be granted for eight days (not include holidays).
2. Due to death of grandparents, grandchildren, spouse's parents, spouse's parents-in-laws or spouse's stepparents, paid mourning leave can be granted for six days (not include holidays).
3. Due to death of grandparents-in-law or siblings, paid mourning leave can be granted for three days (not include holidays).

The mourning leave can be taken separately, at least one day each time, and shall be taken within fifty days.

Article 31 Business leave:

Business leave is granted for the following situations (the days of leave depend on the actual need):

1. Being called back for military service.
2. Being authorized to take training courses.
3. Being authorized to go on business trips.

Article 32 A janitor shall fill out an application form, submit relevant proof, get the consent of the deputy, and get the approval from the office director before asking for leave except for emergent and unexpected situations. A leave for over ten days shall be reported to President for approval.

Article 33 In the case that a janitor is absent without cause for three days in a row or six days in a month, the office shall file a report to Personnel Office and the janitor will be dismissed after the case has been examined by Personnel Review Committee.

Chapter 7 Performance Evaluation, Reward, Punishment

Article 34 Performance evaluation of a janitor will be divided into project evaluation and yearly evaluation:

1. Project evaluation: For those who have special contributions or demerits during the school year. It shall be submitted to Personnel Review Committee for examination.
2. Yearly evaluation: For those who have served University for one school year. It will be held at the end of the school year. Those who have applied for position retained with/without pay during the school year will not be evaluated.

Article 35 Project evaluation shall be processed in accordance with “YZU Regulations for Staff’s Rewarding And Punishment”.

Article 36 Yearly evaluation shall be processed in accordance with “YZU Regulations for Evaluating Service Performance of Staff”.

Chapter 8 Retirement, Pension, Severance

Article 37 A janitor who is the case of voluntary retirement or compulsory retirement shall be processed in accordance with “YZU Regulations for Faculty And Staff’s Retirement, Consolation, and Severance”. A janitor who has reached the age of sixty shall not ask for an extension.

Article 38 The pension and severance of a janitor shall be processed in accordance with “YZU Regulations for Faculty And Staff’s Retirement, Consolation, and Severance”.

Chapter 9 Contract Termination

Article 39 University may terminate a contract with advance notice under the following conditions:

1. Where force majeure necessitates business suspension for more than one month.
2. Where a janitor is confirmed to be incompetent for his/her job duties.

3. Where there is a business contraction or a reduction in force is resulted from the changing of the nature of his/her job and the terminated janitors cannot be reassigned to other positions.

Where University terminates a contract pursuant to provisions in the preceding paragraph, the terms described below shall govern the prescribed time limit for serving advance notice:

1. Where a janitor has continuously worked for more than three months but less than one year, the notice shall be given ten days in advance.
2. Where a janitor has continuously worked for more than one year but less than three years, the notice shall be given twenty days in advance.
3. Where a janitor has continuously worked for more than three years, the notice shall be given thirty days in advance.

After receiving the advance notice referred to in the preceding paragraph, a janitor may, during hours of work, ask for leave of absence for the purpose of finding a new job. Such leave of absence may not exceed two work days per week. Wages shall be paid during such leave of absence.

Article 40 Where University terminates a contract pursuant to the provisions of the preceding Article and the janitor is in the case of retirement or severance “YZU Regulations for Faculty And Staff’s Retirement, Consolation, and Severance” shall be followed and applied to the process.

Article 41 University may dismiss a janitor without advance notice if one of following conditions exists:

1. Where material misrepresentations by the janitor at the time of hiring and cause him/her to sustain damage there from.
2. Where violence or gross insults by the janitor against the office director, his family members or deputies, or fellow workers.
3. Where the janitor has been imprisoned.
4. Where the janitor has committed gross breach of the contract or work rules, in a serious offense.
5. Where the janitor has deliberately ruined University’s property or deliberately disclosed confidential information of University, with damage resulting.
6. Where the janitor drinks alcohol or gambles during the working hours, with office order ruined.
7. Where the janitor doesn’t accept commands of the office director or disobeys commands on purpose.
8. Where the janitor has lost, altered or damaged documents, in a serious offense.
9. Where the janitor is addicted to drugs or has the behavior of theft.
10. Where the janitor is absent without cause for three successive days or six days in a

month.

11. Where the janitor has been subject to two major demerits in a year without being offset to merits.
12. Where the janitor is ranked as 'D' of the yearly evaluation result.

Article 42 Upon the termination of a contract, the janitor shall return University's public property. The release paper will be issued after the leaving procedures are completed.

Chapter 10 Bylaw

Article 43 A janitor has all the benefits during the years of service announced by YZU Employees' Welfare Committee.

Article 44 A janitor may propose a plea in accordance with "YZU Regulations for Plea Proposed by Staff" regarding measures or actions which cause harm to his/her rights and interests.

Article 45 Contract-based janitors who make regular contracts with University shall also be applied to these regulations mentioned above that includes the employment, service rules, working hours, leave of absence, contract termination, and so on.

Article 46 These regulations are adopted by Administrative Committee, reported to Labor and Human Resource Department of Taoyuan County Government for ratification and implementation, as shall amendments when they are made.

If any controversies or disputes occurred regarding clauses of the contract, it shall always refer to its Chinese version.