

32. Employment Regulation for Contractual Staff Members

Department in charge: General Affairs and Human Resources Team 1143-4 ▲

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Amended on Dec. 18, 2007 Regulation No.106
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Amended on Nov. 8, 2011 Regulation No.152
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Chapter 1 General Provisions

Article 1 (Purpose)

This regulation seeks to determine the working conditions and all other matters concerning the staff members on an individual contract with a fixed term (hereinafter referred to as "Fixed-term contract") and those on an individual contract with no end date (hereinafter referred to as "Open-ended contract") of Handong Global University (hereinafter referred to as "University") for their efficient management. (Amended on Jun. 24, 2016)

Article 2 (Application Scope)

Unless specifically provided for otherwise in separate regulations, this regulation shall apply to all the working conditions of contractual staff.

Article 3 (Obligation to Observe the Employment Regulation)

The university and the contractual staff shall sincerely observe this regulation and mutually cooperate for the development of the university and improvement of the working conditions.

Article 4 (Definition of Contractual Staff)

Contractual staff refers to any person who has been employed based on the specified procedures pursuant to the criteria under Articles 5 or 10 and are classified as the provisions below (Amended on Nov. 8, 2011)

1. Administrative Contractual Staff(Newly established on Nov. 8, 2011)
2. (Newly established on Nov. 8, 2011), <Deleted> (Amended on Apr. 1, 2015)
3. (Newly established on Mar. 5, 2013), <Deleted> (Amended on Apr. 1, 2015)
4. Open-Contract Staff (Newly established on Apr. 1, 2015)

Chapter 2 Personnel Management

Section 1 Principle of Personnel Management and Employment

Article 5 (Principle of Personnel Management)

1. The university shall not discriminate against contractual staff members for reasons of nationality, faith, gender, or social status.
2. The university shall not discriminate against female contractual staff in recruitment, employment, education, posting, promotion, suspension from office, discharge, retirement age, retirement, and wages as well as in determining other working conditions such as personnel management.

Article 6 (Principle of Employment)

1. In principle, new employments shall be executed through open or special invitations; the time of employment, criteria for employment, and method of selection shall be determined by the dean of general affairs as necessary.(Amended on Mar. 5, 2013.)
2. For special invitation, persons who are recommended by department heads shall be hired as contractual staff members.(Amended on Mar. 5, 2013.)
3. The university may give preference to persons with licenses in the relevant areas when necessary.

Article 7 (Documents to be Submitted upon Employment)

1. Persons to be employed shall submit the following documents within 7 days of the date of receiving the corresponding notice (however, this period may be extended if approved in advance for special reasons):
 - (1) Personal history written in one's own handwriting (with photo attached): 1 copy
 - (2) Abstract of resident registration and copy of resident registration: 1 copy each (Amended on Apr. 17, 2014.)
 - (3) Fidelity guarantee insurance policy (applicable person only): 1 copy
 - (4) Copy of certificate of qualification · license (applicable person only): 1 copy
 - (5) Certificate of physical examination for employment (issued by the president of a general hospital): 1 copy
 - (6) ID photo
 - (7) Basic certificate and copy of family register: 1 copy (Amended on Aug. 20, 2010)(Apr. 17, 2014.)
 - (8) Identity statement (however, it shall be applied only when those to be employed should deal with important documents·materials, which requires the identity statement for security reason and when it is stipulated in a separate legislation.) (Amended on Apr. 17, 2014.)
 - (9) Certificate of graduation from final school attended
 - (10) Other documents required by the university
2. The university may exempt persons with special reasons from submitting some of the required documents in Clause 1.

Article 8 (Reasons for Disqualification)

The following persons may not be employed as contractual staff members:

1. Incompetent or quasi-incompetent persons
2. Person who has been declared bankrupt and whose financial status has not been reinstated
3. Person who has been sentenced to imprisonment or heavier punishment, and 3 years have not passed from the date the execution was completed or from the date of confirmation of non-execution of the punishment
4. Person whose citizenship is suspended or revoked by the law
5. Person who has been discharged as punishment less than 2 years earlier
6. Person who violated the Military Service Act
7. Person with unstable ideologies or record of delinquent conducts

Article 9 (Probationary Period)

1. Newly employed contractual staff members shall be subject to 2 months' probation; for persons who need not be subject to the abovementioned probationary period such as experienced persons as recognized by the university, however, the probationary period may be shortened or waived.

2. Unless a reason for disqualification occurs, persons who have passed the probationary period shall be officially employed as per this regulation; in such case, the probationary period shall be included in the number of years of continuous service.

Article 10 (Labor Contract and Time of Employment)

1. Contractual staff members shall enter into labor contracts with employment agreements.
2. Contractual staff members shall be deemed to have been employed as of the date of execution of the labor contracts in Clause 1.
3. The labor contract duration of employment for administrative contractual staff is pursuant to Act on the protection, etc. of fixed-term and part-time employees.(newly established on Nov. 8, 2011)
4. In principle, if there's a need to hire an open contract staff, the university shall have an fixed-term contract within 2 years with the staff first and then have an open-ended contract after the specified examination. However, the contract period may be shorten or omitted for a staff member who has experience of working for more than one year in the same job at our university. (Amended on Jun. 24, 2016)

Section 2 Temporary Retirement and Reinstatement

Article 11 (Temporary Retirement)

Under any of the following cases, the university may order the temporary retirement of any contractual staff member considering the reason:

1. A contractual staff member requires at least 7 days' treatment· recuperation due to a disease or a physical/mental disorder.
2. The whereabouts of the contractual staff member are unknown due to natural calamity, war, civil commotion, or other reasons.
3. When a contractual staff member applies for temporary retirement for child care according to the articles of Act on equal employment and support for work-family reconciliation that are related to temporary retirement for child care. (Amended on Mar. 5, 2013.)
4. A contractual staff member has applied for temporary retirement for any other special reason, and the university approved such.

Article 12 (Period of Temporary Retirement)

The periods of temporary retirement pursuant to Article 11 are as follows:

1. In the case of Clauses 1, 2, or 4: within 1 month (however, for those with an open-ended contract, within 1 year) (Amended on Apr. 17, 2014.)
2. In the case of Clause 3: it is based on the articles related to temporary retirement for child care specified in Act on equal employment and support for work-family reconciliation. (Amended on

Mar. 5, 2013.)

Article 13 (Effect of Temporary Retirement)

1. During the period of temporary retirement, contractual staff shall maintain their status but may not perform their duties.
2. The period of temporary retirement shall be included in the number of years of continuous service.

Article 14 (Reinstatement)

1. A staff member who has been retired temporarily pursuant to Article 11 shall submit an application for reinstatement to the head of the relevant department at least 3 days before the expiration of the period of temporary retirement.
2. Upon receiving an application for reinstatement under Clause 1 from a staff member retired temporarily, the university shall approve the reinstatement except in case of special reason.
3. Notwithstanding the provision under Clause 1, if reinstating the staff to his/her original position at the relevant department is difficult due to the management condition of the university, the appointed position may be changed for a defined period, or the staff may be placed on the waiting list.

Section 3 Retirement and Discharge

Article 15 (Restriction on Retirements or Discharges)

Contractual staff members may neither be made to retire nor discharged against their will unless specified by this regulation.

Article 16 (Natural Retirement)

The following contractual staff members shall naturally retire:

1. Persons who have reached the retirement age
2. Dead persons
3. Person whose whereabouts have been unknown for more than 1 month due to natural calamity, war, civil commotion, or other reasons, and whether he/she is still alive or already dead cannot be confirmed
4. Persons who have been declared incompetent or quasi-incompetent
5. Person who entered into a labor contract with a definite period, and such labor contract has expired
6. Person whose continued employment has been objectively deemed inappropriate based on socially accepted ideas

Article 17 (Voluntary Resignation)

1. Any contractual staff member intending to retire from office shall submit a letter of resignation at least 1 month before the desired date of retirement except in case of special reasons.
2. The person who submitted a letter of resignation pursuant to Clause 1 shall faithfully perform his/her duties until his/her resignation is approved by the university; in case 15 days have passed after the submission of the letter of resignation, however, this provision shall not apply.
3. Except in case of special reasons, the university shall process the resignation under Clause 1 promptly.

Article 18 (Retirement Age)

1. The retirement age of contractual staff members shall be 60 years; however, persons deemed to be required by the university may be continuously employed even after such retirement age. (Amended on Jan. 1, 2016)
2. A contractual staff member shall naturally retire on the last day of the month when he/she has reached the retirement age.

Article 19 (Discharge)

The following contractual staff members may be discharged:

1. Person who has been found to have been employed by falsifying the information provided in relation to education, career, or other functions required by the school or by using other unjust methods
2. Person who has been determined to be unqualified based on his/her poor work record during the probation period
3. Person deemed unable to perform work due to physical or mental disorder or afflicted with an infectious disease
4. Person with poor work record and consequently deemed unable to maintain sound labor relations
5. Person who has been irrevocably sentenced to imprisonment or heavier punishment
6. Person who has been absent without leave for 4 days or longer or whose leave of absence has exceeded 7 days without justifiable reason
7. Persons who need to be discharged to reduce the number of employees due to natural calamity or office reorganization
8. A temporary retiree engaging in another occupation or working for another person without the approval of the university
9. A temporary retiree failing to submit the application for reinstatement within 7 days even as the reason for temporary retirement has ceased to exist or the period of temporary retirement has expired
10. A suspended contractual staff member who is deemed unable to perform his/her duties smoothly or who has given reason to be regarded as such

11. A staff member who has been discharged pursuant to Article 50 or Clause 2, Article 52

Article 20 (Advance Notice of Discharge)

A contractual staff member to be discharged shall be served a 30-day notice or shall be immediately discharged after his/her regular wage for 30 days has been paid; if the discharge has been "recognized to be an exception to the advance notices" by the Labor Minister, however, this provision shall not apply.

Article 21 (Restriction on Discharges)

Notwithstanding the provision under Article 19, the following contractual staff members may not be discharged:

1. A contractual staff member who is recuperating due to an occupational injury or disease and requiring another 30 days' leave
2. A female contractual staff member who retired temporarily before and after childbirth but requiring another 30 days' leave

Article 22 (Obligations in Case of Retirement)

1. The retiree shall hand over administrative affairs and submit a copy of an application for administrative affairs handover by the retirement day to the department in charge of personnel management pursuant to Article 6 of Administrative Affairs Management Regulation. (Amended on Apr. 17, 2014.)
2. (deleted on Apr. 17, 2014)

Article 23 (Retirement Allowance)

1. If a contractual staff member has continuously served for one year or more, retirement allowance or retirement pension shall be given according to the Employee Retirement Benefit Security Act. However, in case of retirement allowance, it shall be equivalent to the average wage for 30 days for every one year of continuous service.(Amended on Mar. 5, 2013.)
2. In the case of Clause 1, the retirement allowance shall be paid even for the number of days in excess of 1 year by calculating on a per-day basis.

Article 24 (Settlement of Payment)

The university shall pay· settle all payments including the retirement allowance within 14 days of the date of retirement of the contractual staff member; however, the period of settlement may be extended to not more than 3 months as agreed upon between the parties concerned.

Chapter 3 Service

Article 25 (Service Rules)

Contractual staff members shall always observe the following service rules:

1. Observe all regulations of the university including this regulation and faithfully follow the orders of superiors in relation to the work.
2. Strictly separate official from personal matters and sincerely perform the assigned duties and tasks.
3. Refrain from disclosing any of the university's secrets as learned in the course of performing work not only while in office but also after retirement.
4. Refrain from engaging in any act that will cause damage to the honor of the university in good faith.
5. Compensate for any damage caused to the property of the university intentionally or accidentally.
6. Promptly report any change in personal details such as address change, transfer of the family register, and change of name and other history or personal matters.
7. Should any disaster or other emergency situation occur in the university, follow the instructions of the university to cooperate in processing works during or even beyond the work hours.
8. Take care of and maintain the equipment, vehicles, or other tools, etc., of the university and carefully handle and keep various documents.
9. Refrain from disrupting other works or engaging in any act that may corrupt the public morals or disrupt order in the workplace.
10. Refrain from using any of the facilities, equipment, vehicles, or other property of the university without permission, accepting any reward, donation, or favor, or borrowing any money in relation to the work.
11. Obtain prior approval from the university when intending to have a meeting or hold a group event in or outside the university.
12. In case any contractual staff becomes a superior, shall respect the individuality of each subordinate and faithfully provide guidance and accomplish the duty of superintendence.

Article 26 (Reporting for Work and Leaving the Office)

1. Contractual staff members shall report to the office before the start of the work hours to prepare for work.
2. Contractual staff members shall report to the head of the relevant department when reporting for work. However, they shall sign on the attendance book when there are oral or written instructions from his/her superiors and arrange documents and other tools, etc., before leaving the office. (Amended on Apr. 17, 2014.)

Article 27 (Absence, Tardiness)

1. Contractual staff members may not arbitrarily absent themselves from work or arrive at the workplace later than the start of the work hours.
2. Any contractual staff member who is tardy or absent for unavoidable reasons shall submit a report of tardiness or absence in advance pursuant to the specified procedure or send a telephonic notice first and submit the report post hoc immediately in case of time constraints; in case of 2 days' absence or longer due to disease or injury, however, a medical certificate issued by a doctor shall be attached to the report.
3. If the reason for absence has been reported telephonically in advance but the report of absence is not submitted post hoc, such absence shall be considered absence without leave.

Article 28 (Going out, Leaving Early)

Contractual staff members may not go out of the workplace for personal reasons during the work hours; however, any contractual staff member intending to leave early or go out shall obtain permission from the university in advance.

Article 29 (Submission of Documents)

When the university requests for the reporting of matters or submission of documents required for services, contractual staff members shall immediately comply with such request and shall refrain from falsifying any information or refusing such request.

Article 30 (Prohibition on Concurrently Holding Other Jobs Without Permission)

Contractual staff members may neither work for a third party nor engage in another occupation without the approval of the university while they are in the register.

Article 31 (Official Trip)

1. Any contractual staff member who has received an order to go on an official trip shall faithfully carry out such order and prepare and submit a report within 2 days of returning from the official trip; however, simple or confidential matters may be reported orally.
2. In case of circumstances requiring the change of the period of the official trip or destination during an official trip, the contractual staff member shall immediately notify the university accordingly and follow the instructions of the head of the department concerned.
3. The work hours at the site of an official trip shall be deemed to be 8 hours a day unless in case of a special instruction or an objectively acceptable reason. Travel expenses shall be paid for the contractual staff member who went on official trip on an actual expense basis.

Article 32 (Reshuffling)

Contractual staff members may be reshuffled if they are deemed unable to perform their work due to

disease or accident or if unavoidable due to the other work conditions of the university.

Chapter 4 Work Hours, Holidays, and Leave

Section 1 Work Hours

Article 33 (Work Hours)

1. The work hours of contractual staff members shall be from 09:00 to 18:00. In principle, the actual number of work hours per day shall be 8 hours, and the actual number of work hours per week, 40 hours.
2. The times of commencement and end of work may be changed based on discussions with contractual staff members. Lunch time shall be from 12:00 to 13:00.

Article 34 (Overtime Work)

1. The university may have contractual staff members work overtime within the range of 12 hours per week subject to the agreement of the contractual staff members concerned.
2. Notwithstanding the provisions under Article 33 and Clause 1, Article 34, the university may enter into labor contracts for works in addition to the legal work hours as agreed upon between the parties involved. In this case, contractual staff members may not refuse to fulfill the obligation to work by citing the legal work hours as grounds.

Section 2 Holidays and Leaves

Article 35 (Official Holiday)

May 1 or Labor Day shall be a paid leave.

Article 36 (Weekly Leave)

1. The university shall give 1 paid leave per week to each contractual staff member with perfect attendance.
2. If a weekly holiday and the holiday pursuant to Article 35 overlap, only the weekly holiday shall be recognized.

Article 37 (Substitution of Holidays)

The university may substitute weekly holidays or official holiday with other days within the range of 4 weeks if unavoidable due to work subject to the agreement between the university and contractual

staff members.

Article 38 (Monthly Paid Leave)

1. <Deleted> (Mar. 1, 2007)
2. <Deleted> (Mar. 1, 2007)
3. <Deleted> (Mar. 1, 2007)

Article 39 (Yearly Paid Leave)

1. The university shall give 15 days' paid leave per year to those with 80% attendance or more.
2. For those who have worked for less than 1 year, 1-day paid leave shall be given for every 1 month of perfect attendance; if they have continuously worked for more than 1 year, however, the paid leave under Clause 1 shall be given for the first 1 year of service. In this case, the number of days of already used leave shall be deducted from the 15 days' paid leave.
3. For those who have continuously worked for more than 3 years, paid leave pursuant to the provision under Clause 1 with 1 day added for every 2 years of continuous service in excess of the first 1 year shall be given. In this case, the total number of days of leave including the added leave shall not exceed 25 days.
4. The leaves pursuant to Clauses 1~3 shall be granted upon request; however, the schedule of leaves may be changed in case great problems in operation are expected to occur as a result of granting such leaves.
5. The leaves pursuant to Clauses 1~3 shall lapse if not used within 1 year; if the leaves could not be used for reasons attributable to the university, however, this provision shall not apply.
6. Contractual staff members who wish to use their yearly paid leaves shall submit an application for leave in advance.

Article 39-2 (Promotion of the Use of Yearly Paid Leaves)

If yearly paid leaves are not used even though the university has taken the following actions to promote their use pursuant to the provisions under Clauses 1~3, Article 39, and the yearly paid leaves lapse pursuant to the provision under Clause 5 as a result, the university shall have no obligation to compensate for the unused leaves since they are not attributable to the university:

1. The university shall notify the contractual staff members concerned of the number of days of unused leaves within 10 days based on 3 months before the leaves lapse under Clause 5, Article 39 and request them in writing to decide and report when such leaves shall be used.
2. If any contractual staff member does not report to the university the time of using all or part of the unused leaves within 10 days even after receiving the written request pursuant to the provision under Clause 1, the university shall determine the time of using the unused leaves and notify the contractual staff member concerned in writing at least 2 months before the expiration of the period pursuant to the provision under Clause 5, Article 39.

Article 39-3 (Special Leave)

Clause 1, Article 19 of the staff service regulations shall apply.

Article 40 (Menstruation Leave)

Female contractual staff members shall be granted a 1-day unpaid menstruation leave every month at their request.

Article 41 (Protection of Maternity)

1. A pregnant female contractual staff member shall be granted a 90-day maternity leave inclusive of the period before and after childbirth. In this case, the leave shall be arranged to secure at least 45 days' leave after childbirth.
2. For the leave under Clause 1, the first 60 days shall be paid by the university; for the remaining 30 days, the contractual staff member concerned shall request for payment for the leave before and after childbirth from the related institution, in which case the university shall cooperate in all the related procedures such as providing related documents.
3. Female contractual staff members with babies less than 1 year old shall be given 30 minutes or longer 2 times a day for breastfeeding when requested. In this case, such time shall be considered part of the number of hours worked.
4. If necessary, the university may install and operate the facilities necessary for child care such as breastfeeding station, daycare etc., to support the continuous employment of female contractual staff members.

Article 42 (Official Leave)

The university shall grant special paid leaves to contractual staff members under the following cases:

1. When appearing in court for any case involving the university
2. During elections to exercise their citizenship
3. Physical examination for conscription and inclusive period for reserved forces training

Chapter 5 Wages

Article 43 (Criteria for Wages)

1. The criteria for wages shall be determined by individual labor contracts; however, the wages shall be higher than the minimum wage under the Minimum Wages Act, and meal expenses shall be paid.(Amended on Jan.7, 2015)
2. Special duty allowance shall be governed by the School Staff Remuneration Regulation.(established on Apr. 11, 2017)

Article 44 (Payment of Wages)

1. The wages of contractual staff members shall be paid on the 17th of the month; if the wage payment date falls on a Saturday or a holiday, however, wages shall be paid on the immediately preceding day.(Amended on Apr. 11, 2017)
2. The wages of contractual staff members shall be calculated for the first day up to the last day of the month; fractions of a month shall be calculated on a per day basis.(Amended on Apr. 11, 2017)
3. In principle, daily workers shall be paid as soon as the relevant work is finished; however, they may be paid on the date of payment of wages under Clause 1 subject to an agreement between the parties concerned.

Article 45 (Deduction from Wages)

Wages shall be paid in cash or in the form of demand deposits; amounts other than the following may not be deducted in advance from the wages:

1. Grade A income tax, inhabitants' tax
2. Deposit money (only when permitted by the Labor Minister to manage the deposit money)
3. Various social insurance premiums (pension, health insurance, employment insurance, etc.)
4. Amounts corresponding to wage deduction as punishment
5. Other amounts determined by collective agreements and amounts to be deducted pursuant to the law

Article 46 (Payment During Emergency)

Under any of the following cases, the university shall immediately pay the wages for work rendered before the date of payment of wages:

1. When the money is needed to pay for childbirth, disease, or disaster by the contractual staff member or anyone living on his/her income.
2. When the money is needed to pay for the marriage or death of the contractual staff member or anyone living on his/her income
3. In case the contractual staff member or anyone living on his/her income needs to return to and stay in his/her hometown for more than 1 week for unavoidable reasons
4. When an objectively justifiable reason has occurred, such as temporary retirement or retirement of the contractual staff

Article 47 (Payment During Temporary Retirement or Closing of Office)

1. Contractual staff members shall not be paid wages during the period of temporary retirement.

2. If the university is closed for reasons attributable to it, 70% of the average wages for the relevant period shall be paid.

Article 48 (Overtime, Night, and Holiday Works)

1. The university shall pay normal wages plus 50% for overtime, night, and holiday works rendered by contractual staff members for every hour of work rendered pursuant to the Labor Standards Act.
2. If any contractual staff member worked more than 8 hours on any paid holiday as specified by this regulation, the university shall pay the normal wages plus 50% as overtime work allowance and 50% as holiday work allowance.

Chapter 6 Rewards and Punishments

Section 1 Rewards

Article 49 (Reward)

The university may reward the following contractual staff members:

1. Those who have rendered meritorious services to the university
2. Those who observe all the regulations, rules, and orders, have excellent work records, and serve faithfully and consequently serve as a role model to others
3. Those who created and proposed work efficiency enhancement, improvement, and development systems that were adopted
4. Those who have remarkably prevented accidents in advance or contributed to the settlement of the situation during emergencies
5. Those showing merits similar to those under Clauses 1~4

Section 2 Disciplinary Action

Article 50 (Disciplinary Action)

The university shall punish the following contractual staff members:

1. Those who modified or falsified attendance documents or other work-related data
2. Those who intentionally disobeyed superiors' reasonable work instructions or work orders or issued unjust work instructions or work orders
3. Those who talked insolently or used offensive language with superiors
4. Those who disrupted order, compromised the honor of the university, caused damage to property,

or corrupted public morals by drinking, gambling, committing violent acts or violence, using offensive language, etc., in or outside the university or workplace, etc.

5. Those who defied reasonable personnel management orders or refused requests for confirmation, etc., of the university
6. Those who stole money or property from the university or received money or gifts from outsiders by dishonest means
7. Those who instigated school members to engage in riots or other disturbances or who sympathize with such
8. Those who misappropriated the facilities, vehicles, or tools of the university without permission or caused great damage to the property of the university intentionally or accidentally
9. Those who disturbed the work of others or caused confusion over the work orders
10. Those who avoided or neglected the education, health examinations, etc., conducted by the university without justifiable reason
11. Those with poor work records including tardiness, leaving early or going out of the workplace without authorization, absence, etc.
12. Those who distributed various printed matters without the permission of the university or posted placards in non-designated places
13. Those who violated Article 54 and consequently caused serious disasters, violated the provisions under Articles 25~31, or committed acts similar to those listed above

Article 51 (Kinds of Disciplinary Action)

The following are the kinds of disciplinary actions taken:

1. Censure: A written explanation shall be submitted, and the subject shall be ordered to reflect on previous faults and exercise prudence.
2. Salary reduction: The period of salary reduction shall be more than 1 month but less than 3 months; however, the amount of salary reduction at a time shall not exceed half of the average wage for 1 day, and the total amount shall not exceed one tenth of the total amount of wages by the date of payment of wages.
3. Suspension of attendance: Suspension from attendance shall be more than 3 days but less than 10 days; however, no remuneration shall be paid during this period.
4. Suspension from duty: Suspension from duty shall be less than 3 months; however, no remuneration shall be paid during this period.
5. Dismissal: The subject shall be advised to resign only once; if he/she refuses, he/she shall be dismissed retroactively as of the date of punishment.

Article 52 (Criteria for Disciplinary Actions and Other Responsibilities)

1. The disciplinary actions to be taken shall be determined considering the circumstances surrounding the events.

2. Any contractual staff member who has given the university reasons to mete out punishment two or more times may be given heavier punishment depending on the number of times he/she was subjected to previous disciplinary actions.
3. Civil or criminal responsibilities shall not be waived even after disciplinary action has been taken.
4. If the person liable to compensate the victim under the civil law does not have the ability to do so, the surety may be made to assume the obligation to compensate.

Chapter 7 Safety, Health, Welfare, and Disaster Compensation

Section 1 Safety and Health

Article 53 (Safety Obligation)

1. The university shall make efforts to improve the safety and health of the contractual staff by observing suitable standards for the prevention of industrial disasters and creating comfortable environments and cooperate with regard to the policies for preventing industrial disasters as enforced by the government.
2. The contractual staff shall utilize safety facilities, observe all regulations and rules related to safety, and make all-out efforts to arrange workplaces to prevent disasters from occurring in advance.
3. If any risk of occurrence of fire or other emergency disasters has been found, contractual staff members shall immediately take the necessary actions and notify the head of the department where he/she belongs accordingly.
4. In case an emergency disaster occurs, contractual staff members shall cooperate with one another to try to minimize the damage.

Article 54 (Matters for Strict Observance)

Contractual staff members shall strictly observe the following matters:

1. Check the equipment, machines, devices, etc., before starting work and observe the specified work rules while working.
2. Refrain from engaging in any unnecessary act other than the assigned work while working.
3. Refrain from arbitrarily disassembling or modifying machines, devices, tools, etc., unless instructed by the person responsible for management.
4. The right to use or stop the operation of machines or equipment shall be limited to the person in charge or responsible person.
5. When using machines or devices, safety devices shall always be checked for any abnormality. Any abnormality found shall immediately be reported to a superior whose instruction shall be followed.
6. Fire extinguishers shall be kept in workplaces, etc., and shall be frequently checked. The method of using them shall be acquired regularly.

7. Do not touch switches or electric cables with moist or wet hands or feet.
8. Always concentrate; do not engage in daydreaming or fool around with other workers while working.
9. Smoking and other use of fire devices shall be permitted only in the designated places.
10. Always wear safety protective equipment and arrange and clean up the surroundings after work.
11. Do not access off-limits areas without the permission of the university.

Article 55 (Safety and Health Education)

1. The university shall provide the contractual staff members with the necessary safety and health education for the implementation of work.
2. Contractual staff members shall faithfully undergo the safety and health education and other education provided by the university.
3. For the education implemented during the work hours, the time spent on such work-related education shall be acknowledged to be part of the number of hours worked.

Article 56 (Disinfection and Emergency Measures)

1. The university shall keep the workplaces and other facilities clean and disinfect them from time to time as well as establish special measures in case an infectious disease breaks out to prevent epidemics.
2. The university shall maintain the necessary medical facilities and drugs so that minimal emergency measures will be required against safety accidents.

Article 57 (Health Examination)

1. When employing contractual staff members and after their employment, the university shall conduct the health examinations effectuated by the National Health Insurance Corporation.
2. Contractual staff members who do not want to undergo the health examinations under Clause 1 shall go through an examination by the doctors of their choice and submit the certificate of the result issued by such doctors within the specified period.
3. Based on the results of the health examinations, persons with infectious diseases, mental diseases, or occupational disease or whose condition has remarkably deteriorated due to such occupational disease shall be restricted or prohibited from working.

Article 58 (Shortening of Work Hours, Etc)

When deemed necessary for the management of the health of contractual staff members, the university shall take suitable actions such as changing the workplace of the contractual staff members concerned, changing the work, shortening the work hours, etc. For their part, the contractual staff members concerned shall extend their active cooperation.

Section 2 Welfare

Article 59 (Improvement of Welfare)

The university shall always make efforts to improve the welfare of contractual staff members.

Article 60 (Work Clothes, Etc.)

The university may provide work clothes as well as all kinds of relevant protective equipment to contractual staff members if necessary.

Section 3 Compensation for Disasters

Article 61 (Compensation for Disasters)

1. The university shall compensate any contractual staff member who sustained injuries, contracted a disease, or died while working pursuant to the Industrial Disaster Compensation Insurance Act; if the required treatment period is less than 3 days, however, the university shall provide compensation using its own funds.
2. In the case of Clause 1, if the disaster has been compensated for pursuant to the Industrial Disaster Compensation Insurance Act, the university shall not be liable to compensate for the disaster in the same amount of compensation paid.

Article 62 (Right to be Compensated)

The right to be compensated of the contractual staff member concerned shall not be affected by his/her retirement.

Article 63 (Cooperation of the Employer)

The university shall promptly and actively respond to any request from the contractual staff member to issue any certifying document required in relation to disaster compensation.

Article 64 (Treatment of Industrial Disaster Victims)

1. If a contractual staff member who has been compensated pursuant to the Industrial Disaster Compensation Insurance Act wishes to keep working, the university shall make efforts to change his/her work assignment into an easy one or post him/her to work befitting his/her aptitude.
2. If any family member of the contractual staff member who fell victim to an industrial disaster wishes to be employed, the university shall extend its maximum cooperation.

Chapter 8 Evaluation

Article 65 (Purpose of Evaluation)

The evaluation may be performed to fairly evaluate the work performance and determine wages of contractual staff members, and details shall be prescribed separately by the President. (Amended on Jun. 24, 2016)

Article 66 (Evaluator)

(Deleted on Jun. 24, 2016)

Article 67 (Method of Evaluation)

The evaluation method and items shall be separately determined by the president considering the characteristics of duties by work area.

ADDENDUM

1. (Enforcement Date) This regulation shall enter into force as of March 4, 1998.
2. (Application) Matters other than those specified in this regulation shall be determined pursuant to labor-related laws and common practices.
3. (Establishment of Detailed Rules) The necessary matters for the enforcement of this regulation shall be separately determined by the president.
4. (Interim Measures) Persons who were employed prior to the enforcement of this regulation and who have been working continuously shall be deemed to have been employed as per this regulation. When renewing the labor contract pursuant to this regulation, the university may not establish disadvantageous conditions in terms of the existing work hours and wages.

ADDENDUM

1. (Enforcement Date) This regulation shall enter into force as of November 14, 2002.
2. (Cases of Application) This amended regulation shall apply to temporary employees to be employed for the first time after the enforcement of this regulation. Persons employed prior to the amendment of this regulation shall be governed by the previous regulation as well as Article 41 of this amended regulation.

ADDENDUM

1. (Enforcement Date) This amended regulation shall enter into force as of March 1, 2007.

2. (Interim Measure Regarding Monthly and Yearly Paid Leaves) The monthly and yearly paid leaves occurring prior to the enforcement of this amended regulation shall be governed by the previous regulation.

ADDENDUM

This amended regulation shall enter into force as of March 1, 2008.

ADDENDUM

This amended regulation shall enter into force as of September 1, 2010(amended on Aug. 20. 2010 Regulation No.133)

ADDENDUM

1. This amended regulation shall enter into force as of November 9, 2011. (Nov. 8, 2011 Regulation No.152)

2. (Interim Measure) Those who were employed before the enforcement date of this amendment are considered Administrative Contractual Staff defined in provision 1 of Clause 4.

ADDENDUM

This amended regulation shall enter into force as of March 6, 2013.(Amended on Mar. 5, 2013. Regulation No.175)

ADDENDUM

This amended regulation shall enter into force as of April 17, 2014.(Amended on April 17, 2014 Regulation No. 189)

ADDENDUM

This amended regulation shall enter into force as of November 18, 2014.(Amended on November 18, 2014 Regulation No. 199)

ADDENDUM

This regulation shall enter into force as of January 1, 2015. (Amended on Jan. 7, 2015)

ADDENDUM

This amended regulation shall enter into force as of April 1, 2015.

ADDENDUM

This regulation shall enter into force as of January 1, 2016.

ADDENDUM

This regulation shall enter into force as of June 24, 2016.

ADDENDUM

This amended regulation shall enter into force as of April 11, 2017.

Attachment

[Attached form] Temporary Employment (extension) Agreement (deleted on March 1, 2007)