

# Detailed Rules on Contractual Research Staff Members

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## Chapter 1 General Provisions

Article 1 (Purpose) These detailed rules seek to specify matters concerning the appointment and work conditions of contractual research staff members (research staff, administrative staff, and technical staff) in each department, affiliated institute, POSTECH Research and Business Development Foundation, and affiliated research centers of the Pohang University of Science and Technology (hereinafter referred to as "University"). However, self-financing institutions may operate on separately established regulations within the scope prescribed by these rules.

Article 2 (Scope of Application) Contractual research staff at Pohang University of Science and Technology shall be subject to the provisions of these rules. Matters not specified in these rules shall be governed by acts, statutes, relevant regulations, and employment contracts. However, rules and regulations of the POSTECH Foundation and Regulations on Staff Members Personnel Management shall not apply to contractual research staff.

Article 3 (Definition of Contractual Research Staff) The term "contractual research staff" refers to a person appointed under a fixed term contract by the Contractual Research Staff Manager (research manager, head of the department, head of an affiliated agency, head of an industry-academic cooperation group, head of an affiliated research institute, etc.) in exchange for providing administrative and research support at a department, affiliated agency, affiliated research institute, etc.

Article 4 (Classification of Contractual Research Staff Member) ① Contractual research staff members shall be classified as follows according to the work they may perform:

1. Research staff: Refers to a person hired for a fixed term to assist in research, development, etc.; a research staff may be given an appropriate position according

to his/her experience

- A. Principal Research Staff: Refers to a person with 5 years or more research experience after obtaining a doctoral degree
  - B. Senior Research Staff: Refers to a person with 3 years or more research experience after obtaining a doctoral degree
  - C. Post-doctoral Research Associate: Refers to a person with a doctoral degree
  - D. Research Staff: Refers to a person with a Bachelor's or higher degree
  - E. Technical Research Personnel: Refers to a researcher who has completed a doctoral degree program and works for a special case of compulsory military service
- 2. Research Administrative Assistant: Refers to a person hired for a fixed term to assist in administrative support for research
  - 3. Laboratory Assistant: Refers to a person hired for a fixed term to support a research, development
- ② contractual research staff may satisfy the research experience, work experience, educational background, etc. prescribed in attached Table 1, and may grant the relevant position upon request from the Contractual Research Staff Manager. Provided, That it may be applied as an exception where the appointment authority is specially recognized despite the standards in attached Table 1.

Article 5 (Budgeting Principle) The Contractual Research Staff Manager shall be responsible for any and all costs related to the appointment of a contractual research staff, including remuneration, severance pay, and social insurance (National Pension, National Health Insurance, Employment Insurance, Workers' Compensation Insurance). However, exception may be applied at the discretion of the President of the University (hereinafter referred to as "President") or Contractual Research Staff Personnel Committee.

## Chapter 2 Appointment

Article 6 (Appointment Principles) ① A contractual research staff shall be appointed when he/she enters into a contract with the Contractual Research Staff Manager and the President gives written approval for the contract. If a contractual research staff is appointed without approval from the President, the Contractual Research Staff Manager shall assume full responsibility. ② Contractual research staff

(research staff, administrative staff, and technical staff) shall not be included in the capacity of the University.

Article 7 (Appointment Process) When appointing contractual research staff, the research director shall acquire the final approval of the President via the head of department, head of the affiliated agency, or director of the affiliated research center.

Article 8 (Required Documents) Contractual Research Staff Manager shall prepare and submit the following documents to the office in charge of human resources 15 days prior to the appointment date of contractual research staff:

1. Contractual Research Staff Appointment Form
2. Employment Contract
3. Job application (Résumé)
4. Final or provisional degree certificate or copy of diploma
5. Resident registration (for foreigners, copy of passport, visa [with date of entry into Korea] and copy of Alien Registration Card [to be submitted after registration])
6. Other documents deemed necessary by the President

Article 9 (Office in Charge) Matters concerning the appointment of contractual research staff shall be administered by the office in charge of human resources.

Article 10 (Contents of a Contract) An employment contract shall specify the following:

1. Provisions concerning the contract period
2. Provisions concerning working hours and break time
3. Provisions concerning the composition of wages, calculation methods, and payment methods
4. Provisions concerning holidays and vacation days
5. Provisions concerning the workplace and the duties to be performed
6. Work day and work hours per work day
7. Contractual Research Staff Manager information (affiliation, position, name) and task (CODE, budget number, related agencies, name of task)
8. Provision concerning the termination of employment contract

Article 11 (Limitation on Employment Contract Period) ① The employment contract period for contractual research staff shall be under one year, and contract renewal may be carried out provided that the total period does not exceed two years.

② Notwithstanding paragraph (1), appointments may be made for more than two years if a contractual research staff falls under any one of the following cases

pursuant to the relevant statutes:

1. Ph.D. degree holders
2. Where a period necessary for the completion of a project or the completion of a particular task is determined
3. Where a contractual research staff is directly involved in research and/or research support work such as conducting experiments, surveys, etc.
4. Where a vacancy occurs due to a leave of absence, assignment, etc. and it is necessary to substitute for such duties until the employee returns.
5. Where the period necessary for completing academic work, job training, etc. is determined
6. Where an employment contract is made with an elderly person based on the Act on the Promotion of Employment for the Elderly
7. Where it is necessary to utilize professional knowledge and technology, or where a job is provided in accordance with the government's welfare policy, unemployment measures, etc. and where prescribed by relevant statutes
8. Other cases where there are reasonable grounds equivalent to subparagraphs 1 through 7, and where prescribed by relevant statutes

Article 12 (Restriction on Appointments) ① A person shall not be appointed with wages that are less than the minimum wage set by the Labor Standards Act.

- ② Unpaid appointment shall not be allowed without justifiable grounds.
- ③ A person currently holding office in or attending the University or other institutes shall not be appointed. However, a graduate-to-be of the University or other universities may be appointed starting from the following month (January or July) after the completion of his/her final semester. A high school graduate-to-be may be appointed with approval from the head of the affiliated institution.
- ④ Notwithstanding clauses 2 and 3, an employee in service for other organizations may be allowed to concurrently hold additional office with approval from the University for reasons such as conducting joint research.
- ⑤ Notwithstanding clause 3, a person who is deemed to be a qualified as lecturer in accordance with Article 3 of the 'Lecturer Management Guidelines' may be allowed to lecture up to six hours per week with approval from the Contractual Research Staff Manager, provided that his/her research work is not affected (Revised on August 1, 2020).
- ⑥ A contractual research staff member belonging to the University shall concurrently belong to the POSTECH Research and Business Development Foundation.

Article 13 (Probation Period) A probationary period may be operated for newly appointed contractual research staff to determine their eligibility for the position.

Article 14 (Termination of an Employment Contract) ① An employment contract may be terminated if a contractual research staff member or the Contractual Research Staff Manager cites justifiable reasons and asks for the termination of the employment contract. ② Where a Contractual Research Staff Manager terminates an employment contract, he/she shall comply with the following:

1. Prior consultation with the office in charge of human resources
2. Written notice of reasons for termination of employment contract
3. Grant an opportunity for contractual research staff to explain himself/herself

Article 15 (Entering into an Employment Contract) An employment contract must be signed before the start of the employment contract period, and the contracting parties and the office in charge of human resources shall keep one copy each.

Article 16 (Contractual Research Staff Manager's Responsibility to Serve a Notice) The Contractual Research Staff Manager shall immediately notify the office in charge of human resources of any and all changes in the contents of a contract or any occurrence of other causes that may affect an appointment.

Article 17 (Extension of Employment Contract Period) ① Upon completion of a contract period, if applicable, the Contractual Research Staff Manager must submit an application for the extension of an employment contract period to the office in charge of human resources for approval at least 30 days prior to the expiration date.

② The application procedure for the extension of an employment contract period shall be the same as that of the appointment procedure.

### Chapter 3 Service

Article 18 (Compliance) Contractual research staff shall comply with the following:

1. Comply with the relevant laws and regulations and faithfully perform the legitimate work-related tasks instructed by Contractual Research Staff Manager.
2. Shall not divulge confidential information of the University and/or knowledge acquired on the job.
3. Observe the terms and conditions of the employment contract.
4. If contractual research staff causes any damage to the University intentionally or

by way of serious negligence on his/her part, he/she shall be liable for any and all reparation costs.

Article 19 (Service of Contractual Research Staff) The Regulations on Staff Members Service shall apply to service of contractual research staff, excluding those regulations not applicable for contractual research staff.

Article 20 (Service and Attendance Management) The Contractual Research Staff Manager shall be responsible for the management of contractual research staff members' service and attendance. However, supervisory duties may be delegated to the head of affiliated department/office upon request of the Contractual Research Staff Manager.

#### Chapter 4 Leave of Absence and Reinstatement

Article 21 (Leave) ① The University may approve a leave of absence where a contractual research staff submits an application for a leave for any of the following reasons:

1. Where convalescence is required due to an illness or other reasons: Up to three months (40% of regular monthly salary is paid during the leave)
2. In the event where a person is unable to perform his/her duties while serving obligations mandated by laws and regulations: During mandatory service period (unpaid)
3. If a contractual research staff (who has worked continuously for over 6 months) with children (including adopted children) under the age of 8 years or below or second grade in elementary school requests parental leave for childcare: Up to one year (Only the members with Employment Insurance receive payment during the leave by the relevant institution)

② A person who takes a leave of absence shall not engage in any other employment activities other than the purpose of taking a leave of absence, and shall immediately report to the Contractual Research Staff Manager of any change in residence or marital status, etc.

③ If the employment contract period for contractual research staff ends, the period of leave of absence shall also be automatically terminated.

Article 22 (Reinstatement) ① When the period of leave of absence or the reason for leave of absence expires, a contractual research staff shall immediately report to

the Contractual Research Staff Manager.

- ② Upon receiving a report for reinstatement, the Contractual Research Staff Manager shall reinstate the contractual research staff to his/her original duties as soon as possible and notify the office in charge of human resources.

## Chapter 5 Remuneration

Article 23 (Remuneration System) ① Remuneration of contractual research staff members shall be based on the annual salary system (monthly salary × 12 months) and paid according to the contract entered into with the Contractual Research Staff Manager.

- ② Monthly salary refers to the amount paid each month by dividing the annual salary by 12. ③ The minimum wage for contractual research staff shall be according to the Labor Standards Act.
- ④ Contractual research staff may be paid research allowances or incentives based on relevant laws and regulations, such as the Research Grant Management Guidelines.

Article 24 (Calculation of Salary) ① The monthly salary of contractual research staff shall be calculated starting on the date of appointment and end on the last day work.

- ② The monthly salary and attendance calculation period for contractual research staff shall be from the 16th of the previous month to the 15th of the current month.
- ③ When a contractual research staff resigns, the monthly salary shall be calculated and paid based on the actual number of days worked. The daily amount shall be calculated by dividing the monthly salary by the total number of days in the relevant month.
- ④ When calculating the monthly salary, units less than Won shall be disregarded

## Chapter 6 Contractual Research Staff Personnel Committee

Article 25 (Contractual Research Staff Personnel Committee) The Contractual Research Staff Personnel Committee (hereinafter referred to as the "Personnel Committee") shall be established to deliberate on important matters concerning the personnel management of contractual research staff.

Article 26 (Function of the Personnel Committee) The functions of the Personnel Committee shall be as follows:

1. Matters concerning leave of absence (However, grounds for leave guaranteed by laws and regulations are excluded)
2. Matters concerning concurrent positions (However, concurrent positions at startups are excluded)
3. Other matters deemed necessary by the President of University

Article 27 (Composition of the Personnel Committee) ① The Personnel Committee shall be comprised as follows.

Chairperson		Vice President of Business Affairs
Committee Members	Ex officio Position	Vice President of Planning, Vice President of Academic Affairs, Vice President of Admissions and Student Affairs, Executive Director of POSTECH Research and Business Development Foundation, Vice President of Academic Information Affairs, Director of Human Resources
	Appointed Position	One contractual research staff member recommended by the Vice President of Business Affairs, and one employee of rank 5 or higher recommended by the Workplace Development Council
Executive Secretary		Personnel manager

② The term of appointed Position shall be two years, and appointed Position may be reappointed.

Article 28 (Operation of Personnel Committee)

- ① The Chairperson shall represent the Personnel Committee and preside over its affairs.
- ② The Chairperson shall convene and preside over the Personnel Committee when deemed necessary or at the request of the President.
- ③ The Personnel Committee shall make a resolution with the attendance of at least a majority of the incumbent members and the approval of a majority of the members present.

Article 29 (Preparation of Meeting Proceedings) ① The Personnel Committee shall prepare the meeting proceedings and report them to the final approval authority.

② All members present, including the Chairperson, shall sign the meeting proceedings referred to in paragraph ①.

## Chapter 7 Rewards and Disciplinary Actions



Article 30 (Rewards) A contractual research staff member who contributes to the advancement of the University and performs their duties faithfully to set an example for others may be rewarded.

Article 31 (The Disciplinary Committee) A Contractual Research Staff Disciplinary Committee shall be established within the University to deliberate and determine disciplinary action towards contractual research staff. The Disciplinary Committee shall be substituted by the Contractual Research Staff Personnel Committee.

Article 32 (Operation of the Disciplinary Committee) ① The Chairperson shall represent the Committee and preside over its affairs.

② The Chairperson shall convene and preside over a meeting of the Committee when disciplinary action is deemed necessary or at the request of the President.

③ The Disciplinary Committee shall notify the person subject to disciplinary action in writing which contains the subject's personal information, the grounds for disciplinary action, and the date and place for the Disciplinary Committee to convene.

④ The Disciplinary Committee shall give the subject of the disciplinary action an opportunity to explain himself/herself, and the subject may apply to invite a person to provide an account. If the subject of disciplinary action does not comply after being summoned in writing more than two times, disciplinary action may be taken after this fact is recorded.

⑤ The Disciplinary Committee shall make a resolution with the at least two-thirds of the incumbent members present and the approval of a majority of the incumbent members.

Article 33 (Grounds for Exclusion) Members of the Disciplinary Committee shall not be involved in the hearing and deliberation of disciplinary cases concerning themselves and/or any subject with whom they share family relations.

Article 34 (Appeal to Debar a Committee Member, etc.) ① If there are reasonable grounds to acknowledge that a member of the Disciplinary Committee may make an unfair resolution, the person subject to disciplinary action may appeal in writing to debar said member(s).

② When an appeal to debar a member under paragraph ① is made, it shall be decided by a resolution of the Committee. In such cases, the Committee member who has received an appeal for debar shall not participate in the resolution.

③ If the number of Disciplinary Committee members in attendance falls short of two-thirds of the incumbent members due to exclusion under Article 33 and/or

challenge under paragraph ①, the Chairperson of the Committee shall request the relevant authority to appoint more available members to comprise at least two-thirds of the number of incumbent members.

Article 35 (Preparation of the Proceedings of Disciplinary Action) ① The Disciplinary Committee shall prepare the meeting proceedings and report them to the final approval authority (the President).

② The meeting proceedings referred to in paragraph ① shall be signed and sealed by the members in attendance, including the Chairperson.

Article 36 (Grounds for Disciplinary Action)

If any of the following subparagraphs applies to a contractual research staff, disciplinary action may be taken:

1. When the staff acts in violation of the relevant laws and regulations of the University and violates the principal responsibilities of a contractual research staff;
2. When the staff violates or neglects his/her duties;
3. When the staff's action degrades the University's reputation and/or damages the dignity and trust as a contractual research staff, regardless of whether or not one is engaging in their duties;

Article 37 (Type and Effect of Disciplinary Action) ① The types of disciplinary action for contractual research staff shall be classified into dismissal, suspension, salary reduction, and reprimand.

② The effects of disciplinary action are as follows.

1. Dismissal: A staff's employment contract is terminated
2. Suspension: A staff may be suspended between 1 to 3 months, during which they will retain his/her employment status but shall not engage in his/her duties, and shall receive reduction of two-thirds of the monthly salary.
3. Reduction of salary: A staff receives a reduction of 1/62 of his/her monthly salary for one month
4. Reprimand: A person receives a disciplinary warning and is reflect on their actions
5. If there is a reason for disciplinary action but the relevant contractual research staff has not been disciplined due to extenuation, he/she may be given a written warning.

Article 38 (Request for Retrial) ① Where a person who has received a disciplinary action has requested a retrial on the grounds of illegality or injustice of the disciplinary action, a review committee for disciplinary action against contractual

research staff shall be established to review the case. In such cases, the period for requesting a retrial shall be within ten days from the date of disciplinary action.

② The review committee for disciplinary action shall be comprised as follows.

Chairperson	Provost & Executive Vice President
Committee Members	Vice President of Business Affairs, Vice President of Planning, Executive Director of POSTECH Research and Business Development Foundation, and one person designated by the President One external committee member, and one lawyer
Executive Secretary	Director of Human Resources

③ The review committee for disciplinary action shall follow the same procedures and methods of resolution and execution as the Disciplinary Committee.

## Chapter 8 Dismissal and Disengagement

Article 39 (End of Contract) Contractual research staff shall be deemed to have been dismissed due to the end of their contract in the following cases:

1. When the employment contract expires and the contract period has not been extended in accordance with the provisions of Article 17;
2. When the relevant project, contract, or research assignment has been discontinued, suspended, or terminated;
3. When his/her position has been removed and/or there is redundancy/overstaffing due to reorganization, budget reduction, etc.

Article 40 (Resignation) Where a contractual research staff member or a Contractual Research Staff Manager requests their resignation, he/she may be dismissed.

Article 41 (Dismissal from Rank) ① If any of the following subparagraphs applies to a contractual research staff, the rank may be withheld:

1. A staff who lacks the ability to perform his/her duties, has extremely poor performance, or displays lax approach to work.
2. A staff who disobeys legitimate work-related orders
3. A staff who is in the process of or awaiting disciplinary action.
4. A staff indicted in a criminal case (excluding a person charged with a summary order)

② If the grounds for withholding a rank pursuant to the provisions of ① expire, the rank shall be granted without delay.

③ A waiting period of up to three months may be given to a person who has been

dismissed from their rank in accordance with the provisions of paragraph ①, items 1 and 2. However, this period may be extended if necessary.

④ A person who has been issued a standby order pursuant to paragraph ③ may take necessary measures such as education and training or be assigned with special research tasks to restore his/her ability and improve his/her work performance, etc.

Article 42 (Application for Retirement Settlement) ① When a contractual research staff intends to resign, he/she shall file an application for severance settlement with the University Information System (POVIS) at least 15 days before the last day of work. ② The Contractual Research Staff Manager shall be jointly responsible for the expenses incurred by the contractual research staff for failing to apply for severance settlement within the deadline

Article 43 (Severance Payment) The severance pay shall be paid in accordance with the relevant laws and regulations.

## Chapter 9 Others

Article 44 (Performance Review) The Contractual Research Staff Manager may conduct a performance review to assess the abilities of each contractual research staff and reflect it in the annual salary calculation or extension of the contract period.

Article 45 (Insurance Subscription) ① A contractual research staff shall subscribe to the National Pension, National Health Insurance, Employment Insurance, and Industrial Accident Compensation Insurance (Wage Claim Guarantee Insurance) as required by law.

② The employer's contributions to social insurance (National Pension, National Health Insurance, Employment Insurance, and Industrial Accident Insurance) shall be shouldered by the Contractual Research Staff Manager. Personal contributions shall be paid from the contractual research staff's own remuneration. (Amended March 13, 2014) ③ (Deleted March 13, 2014)

Article 46 (Collection of Cost) The Contractual Research Staff Manager shall be jointly liable for the collection of any and all costs including accommodation expenses of a contractual research staff.

Article 47 (Issuance of Certificates) ① The University shall issue a certificate

regarding employment at the request of a staff currently employed or whose contract period has ended. ② For non-full-time employment, the terms of the contract (part-time or unpaid basis, etc.) may be specified in the certificate.

Article 48 (Mutatis Mutandis Application) The relevant laws and regulations shall apply to matters not prescribed in these regulations.

Addendum

These regulations shall take effect on September 1, 1987.

Addendum

These amended regulations shall take effect on September 9, 1988.

Addendum

1. These amended regulations shall take effect on January 1, 1995.
2. Matters executed prior to the effective date of these regulations shall be deemed executed pursuant to these regulations.

Addendum

These amended regulations shall take effect on October 1, 1997.

Addendum

These amended regulations shall take effect on July 1, 1998

Addendum

These amended regulations shall take effect on June 12, 2000; matters executed prior to the amendment of these regulations shall be deemed executed pursuant to these regulations.

Addendum

These amended regulations shall take effect on March 18, 2004.

Addendum

These amended regulations shall take effect on June 16, 2004.

Addendum

1. (Effective Date) These amended regulations shall take effect on March 1, 2007.
2. (Interim Measures) A dual commitment to the Industry-Academic Cooperation Foundation and to the University as executed prior to the effective date of these regulations shall be deemed executed pursuant to these regulations.

Addendum

1. (Effective Date) These amended regulations shall take effect on July 1, 2008.
2. Notwithstanding the provisions of Clause 1, these regulations shall govern matters executed prior to the effective date. However, provisions concerning Article 10 (Limitation on the Contract Period) shall be applied to cases of entering or renewing an employment contract or extending an existing employment contract after June 1, 2007 pursuant to the "Act on the Protection, Etc., of Fixed-term and Part-time Employees."

Addendum

These amended regulations shall take effect on March 1, 2009.

Addendum

These amended regulations shall take effect on March 13, 2014.

Addendum

These amended regulations shall take effect on August 1, 2020.

Addendum

These fully amended regulations shall take effect on April 12, 2021.

Addendum

These amended regulations shall take effect on October 28, 2022.

(Table 1)

**Minimum Qualification Standards for Occupational Category,  
Rank, and Position of Contractual Research Staff**

Category	Minimum Qualification Standards
Principal Research Staff	<ol style="list-style-type: none"><li>1. A person who has more than 5 years of research experience, work experience after obtaining a doctorate degree</li><li>2. A person who has more than 15 years of research experience, work experience after obtaining a bachelor's degree (13 years for a master's degree holder)</li><li>3. A person who has the qualifications or experience corresponding to the above</li></ol>
Senior Research Staff	<ol style="list-style-type: none"><li>1. A person who has more than 3 years of research experience, work experience after obtaining a doctorate degree</li><li>2. A person who has more than 8 years of research experience, work experience after obtaining a bachelor's degree (6 years for a master's degree holder)</li><li>3. A person who has the qualifications or experience corresponding to the above</li></ol>
Post-doctoral Research Associate	<ol style="list-style-type: none"><li>1. A person who holds a doctorate degree</li></ol>
Research staff	<ol style="list-style-type: none"><li>1. A person who holds a bachelor's degree or higher</li><li>2. A person who has the qualifications or experience corresponding to the above</li></ol>
Research Administrative Assistant	<ol style="list-style-type: none"><li>1. A person who holds a bachelor's degree from technical college or higher</li><li>2. A person who has the qualifications or experience corresponding to the above</li></ol>
Laboratory Assistant	<ol style="list-style-type: none"><li>1. A person qualified to perform technical duties (No minimum academic requirement)</li></ol>