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| 文件編號 Document No.      |  Form No. LBR-P-EC-1 |
| 核准函字號 MOL LETTER NO.: |   |
| 發文日期 DATE:   |  |
|  | **外籍專業/技術人員契約** |
|  | **EMPLOYMENT CONTRACT FOR PROFESSIONALS / VARIOUSSKILLED PERSONNEL****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

**BETWEEN**

**甲方：**

**公司名稱 :**

**Company Name :**

**營利事業統一編號: Unified Business No. :**

**地址:**

**Address:**

**電話 Tel. No.: 傳真 Fax No.:**

**僱主姓名 Employer : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 身分證字號 ID No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**僱主地址 : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Employer Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

***(Hereinafter referred to as the “EMPLOYER”)***

**AND**

**乙方：**

**勞工姓名NAME OF EMPLOYEE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**永久地址PERMANENT ADDRESS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**電話TEL. NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**護照號碼PASSPORT NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_簽發日期DATE OF ISSUE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**簽發地點PLACE OF ISSUE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**出生日期DATE OF BIRTH: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 性別 GENDER: ◻ MALE 男 ◻ FEMALE女**

**婚姻狀況 MARITAL STATUS:**

 **◻ 已婚MARRIED ◻未婚SINGLE ◻離婚/ 婚姻無效 DIVORCED/ANNULLED**

**育有十八歲以下未婚子女人數**

**NO. OF UNMARRIED CHILDREN UNDER 18 YEARS OLD: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**受益人姓名NAME OF BENEFICIARY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**緊急事件發生時之通知人 姓名：**

**IN CASE OF EMERGENCY, NOTIFY; NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**地址ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**電話TEL. NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 關係 RELATIONSHIP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

***(Hereinafter referred to as the “EMPLOYEE”)***

**第一條 ARTICLE I 乙方工作職稱及地點 EMPLOYEE’S POSITION AND WORK SITE**

 甲方僱用乙方擔任\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_工作, 並在勞動部所核准的工作地點。

The employee agrees to work as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_at the jobsite designated by the employer in Taiwan as approved by the Ministry of Labor.

**第二條 ARTICLE II 契約期間 PERIOD OF CONTRACT**

 本契約有效期限自乙方從菲律賓前往台灣就業之日開始，\_\_\_\_年 \_\_\_\_月 \_\_\_\_日。並依據勞動部所發的核准函，經雙方同意後得以展延。

This contract will commence on the date of the employees’ departure from the Philippines for employment in Taiwan and for\_\_\_\_\_year/s \_\_\_\_\_month/s \_\_\_\_\_\_ day/s in accordance with the work permit issued by the Ministry of Labor (MOL); and is subject to extension, upon mutual agreement by both parties, subject to the approval of the MOL.

**第三條 ARTICLE III 工作時間 WORKING TIME**

勞工正常工作時間，每日不得超過八小時，每週不得超過四十小時。如需要超時工作或畫夜輪班

時，應依照台灣勞動基準法令辦理。

The regular working time of workers shall not exceed eight (8) hours a day or forty (40) hours a week. In the event that overtime work or day/night shift is required, employee may extend therewith, subject to the Taiwan Labor Standards laws and regulations.

**第四條 ARTICLE IV 工作報酬 PAYMENT TO EMPLOYEE**

4.1 工資:月支新台幣\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 元每月定期發給一次，於次月\_\_\_\_\_日一次發給，並依台灣有關法令規定由甲方代為扣繳工資所得稅。

Wages for a full month of working shall be $NT \_\_\_\_\_\_\_\_\_\_\_only, to be paid regularly each month not later than the \_\_\_\_\_ day of the following month in one payment. Income tax shall be withheld by the Employer in accordance with Taiwan taxation laws.

4.2 超時工作報酬計算方式，依照台灣勞動基準法規定辦理。

Overtime pay for extra working hour(s) shall be calculated in accordance with the stipulations of the Taiwan Labor Standards laws and regulations.

4.3 薪資可依乙方同意直接給付乙方銀行帳號。

Salary can be released directly to the Employee or, upon the option of the Employee, remitted to the bank in the Employee’s own account.

**第五條 ARTICLE V 膳宿 FOOD AND ACCOMMODATION**

5.1 僱主免費提供膳宿。僱主可選擇免費提供食物及附有基本傢俱之住所；或以每月新台幣\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_元作為津貼。住所之相關開銷(如水電、瓦斯、電話、管理費用等等)則由外籍 白領人員負擔。

The employer shall have the option to arrange and provide free food and accommodation with basic furnishings for the employee, or provide housing and food allowance in the amount of NT$\_\_\_\_\_\_\_\_\_\_\_ per month. The employee shall be responsible for the utility bills (i.e. building maintenance fee, telephone, electricity, water, gas, and others.)

**第六條 ARTICLE VI 機票 AIRFARE**

6.1 甲方免費提供乙方前往中華民國及服務期滿後返國之經濟艙來回機票。

The employer shall provide theEmployee with free economy class air ticket from the Philippines to Taiwan, and when the Employee has completed the contract, back to the Employee's country of origin.

**第七條 ARTICLE VII 休假 VACATIONS**

假期：依據台灣勞工法。

Vacation Leave: As per Taiwan Labor Law.

勞工在同一 雇主或事業單位，繼續工作滿一定期間者，應依下列規定給予特別休假：

A worker who has worked continually for the same employer or business entity for a certain period of time shall be granted annual paid leave on an annual basis based on the following conditions:

1. 六個月以上一年未滿者，三日。

Three days for service of six months or more but less than one year.

1. 一年以上二年未滿者，七日。

Seven days for service of one year or more but less than two years.

1. 二年以上三年未滿者，十日。

Ten days for service of two years or more but less than three years.

1. 三年以上五年未滿者，每年十四日。

Fourteen days for service of three years or more but less than five years.

1. 五年以上十年未滿者，每年十五日。

Fifteen days for service of five years or more but less than ten years.

1. 十年以上者，每一年加給一日，加至三十日為止。

One additional day for each year of service over ten years up to a maximum of thirty days.

**第八條 ARTICLE VIII 病假 SICK LEAVE**

病假：依據台灣勞工法。

Sick Leave: As per Taiwan Labor Law.

勞工因普通傷害、疾病或生理原因必須治療或休養者，得在左列規定範圍內請普通傷病假:

When a worker must receive medical service or rest on account of ordinary injury, sickness or physical reasons, he shall be entitled to ordinary sickness leave according to the following provisions:

1. 未住院者，一年內合計不得超過三十日。

 For the non-hospitalized, a total of less than thirty days in one year.

1. 住院者，二年內合計不得超過一年。

 The total of hospitalized and non-hospitalized sick leave shall not exceed one year.

1. 未住院傷病假與住院傷病假二年內合計不得超過一年。

 The total of hospitalized and non-hospitalized sick leave shall not exceed one year.

 經醫師診斷，罹患癌症（含原位癌）採門診方式治療或懷孕期間需安胎休養者，其治療或休養期間、併入 住院傷病假計算。

 When a worker diagnosed with cancer (including carcinoma in situ) or pregnancy with threatened abortion by the physician, out-patient treatment period shall be included to hospitalized sick leave.

普通傷病假一年內未超過三十日部分,工資折半發給，其領有勞工保險普通傷病給付未達工資半

數者, 由雇主補足之。

Where accounted ordinary sick leave does not exceed thirty days in one year, fifty percent of salary shall be paid. In cases where Labor Insurance payments do not reach fifty percent of salary, the employer shall make up the difference.

**第九條 ARTICLE IX 保險 INSURANCE**

9.1雇主在僱用期間必須為其雇員加入勞工保險以及全民健保，其保險之負擔及福利依台灣勞工保險及全民健保條例之規定處理。

During the period of employment, the employee shall be covered by Labor and Health Insurance, with premiums and benefits subject to the provisions of the Taiwan Labor Insurance and National Health Insurance Acts.

9.2僱主另為雇員投保新台幣三百萬元之醫療和意外事故保險。

In addition to labor insurance, the employer will provide employee with a minimum of NT$3,000,000 medical and accident insurance regardless of whether the accident occurred during or beyond working hours.

**第十條 ARTICLE X 工作義務 EMPLOYEE’S OBLIGATIONS**

10.1乙方接受甲方監督指揮，擔任甲方指定工作範圍內及其能力所及之工作，並應保持良好態度，妥善維護本人及同事安全。

Employee agrees to accept Employer’s supervision, orders and commands, to carry out whatever work assigned to him/her for the work within his/her capabilities, to maintain good manners, and to take good care of his/her own safety and the safety of others..

10.2乙方將嚴格遵守並配合甲方工作之法則與有關規定。

The employee shall strictly observe and comply with employer‘s work rules and relevant regulations.

**第十一條 ARTICLE XI 契約之終止及效果TERMINATION AND EFFECT OF CONTRACT**

11.1 按照台灣法律任何一方無合法或無正當理由不得解約。

Neither party may cancel the contract except for legal, just and valid cause as provided for under Taiwan law.

11.2 外籍白領人員有資格不符、生理或心理之障礙、怠忽職守、違反公序良俗、經常性的犯錯等之不法情事發生、主管機關判定重大罪行，僱主得以解約。

The employer may terminate this Employment Contract anytime for just cause, which shall include but not limited to the following: professional incompetence, physical and/or mental inability to perform professional duties, immorality, insubordination, persistent violation of reasonable regulations, or conviction by final judgment of a grave offense.

**第十二條 ARTICLE XII 語言 LANGUAGE**

本契約中有中文及英文二種版本：兩者若有差異，將以中文版本為主。

This contract shall be in Chinese and English languages and, in the event of any difference in the two versions, the Chinese version shall prevail.

**第十三條 ARTICLE XIII 其他條款 OTHER PROVISIONS**

13.1 外籍雇員死亡或重傷致終止僱用時，僱主應於24小時內通知馬尼拉經濟文化辦事處。

In case of employee’s death or serious injury, the employer shall inform the Manila Economic and Cultural Office within 24 hours from the occurrence of the injury or death.

13.2 雙方應遵守並配合勞工安全及衛生有關法令。

Both parties hereto shall observe and comply with regulations concerning labor safety and hygiene.

13.3 如外籍僱員死亡，雇主應協助將乙方的遺體及個人財務運送返國；或依照與外籍僱員親屬的協議處理善後；若前述人員無法聯繫，則馬尼拉經濟文化辦事處將協助處理善後。

In case of employee’s death, the employer shall be responsible for the repatriation of his/her remains and personal belongings or the proper disposition thereon upon previous arrangement with the employee’s next of kin or, in the latter’s absence, the Manila Economic and Cultural Office.

13.4 若有未盡事宜，皆依台灣勞工法令辦理。

Other unspecified conditions shall be applied in accordance with Taiwan Labor laws and regulations.

13.5 本契約副本至少二份，雙方各執一份以供存查。

This contract shall be in at least 2 copies, one copy for each contracting parties, for reference purposes.

**為此，立約雙方已詳讀及瞭解本契約之各項條文，並經簽字後，表示完全接受所有條款、條件及具體化之行為。**

**In witness whereof, the parties having read and understood all the provisions of this contract hereby freely manifest their full acceptance of the terms, conditions and covenants embodied herein, by their respective signatures and/or seals.**

**甲方簽署:**

**FOR EMPLOYER:**

**乙方簽署:**

**FOR EMPLOYEE:**

**見證人簽署:**

**FOR WITNESS:**