核准函字號 MOL Letter No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

發文日期 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **直 接 聘 僱 勞 動 契 約 (看 護 工)**

**SHPT EMPLOYMENT CONTRACT FOR HOUSEHOLD SERVICE WORKER** (**CARETAKER)**

**BETWEEN**

**甲方** ： 僱主姓名 身份證字號

EMPLOYER’S NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ I.D. No**.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

被看護者姓名 身份證字號

WARD’S NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ I.D. No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

地址

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 電話

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_TEL. NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***(Herein after 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 簽 發 日 期

PASSPORT NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE OF ISSUE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

簽 發 地 點

PLACE OF ISSUE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

出 生 日 期 性 別

DATE OF BIRTH: \_\_\_\_\_\_\_\_\_\_\_ GENDER: ◻ MALE 男 ◻ FEMALE 女

婚 姻 狀 況 已 婚 未 婚 離 婚

MARITAL STATUS: ◻ MARRIED ◻ SINGLE ◻ DIVORCED

擁 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 關 係

TEL. NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***(Herein after referred to as the “EMPLOYEE”)***

**業經雙方同意訂定契約條例如下：**

**Therefore, the parties mutually agree to enter into this EMPLOYMENT CONTRACT with the following terms and conditions:**

**第 一 條 乙方工作職稱及地點**

**Article I EMPLOYEE’S POSITION AND WORK SITE**

甲方僱用乙方擔任**家庭看護工**工作, 並在勞動部所核准的甲方家庭居所內工作。

The employee agrees to work as **CARETAKER** at the designated residence of the employer in Taiwan as approved by the Ministry of Labor.

**第 二 條 契約期間**

**Article II PERIOD OF CONTRACT**

2.1 自乙方抵達中華民國台灣地區報到之日起  **年 月 日**。

This contract shall be valid for  **year/s month/s day/s** effective from the day that employee arrives in Taiwan.

2.2 重新聘僱的合約需經甲方和乙方互相同意，且不能減損乙方的薪資和福利。

This employment contract is subject to renewal upon mutual agreement by the employer and employee, with no diminution of salary and benefits.

**第 三 條 工作報酬**

**ARTICLE III PAYMENT TO EMPLOYEE**

* 工資：月支**新台幣 \_\_\_\_**每月定期發給一次於每月月底一次發給，並依中華民國有關法令規定由甲方代為扣繳薪資所得稅。

Wages for a full month of working shall be **New Taiwan Dollars** \_\_\_\_ to be paid regularly at the end of each month. Income tax shall be withheld by the employer in accordance with Taiwan taxation laws.

* 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 Caretaker or, upon the option of the Caretaker, remitted to the bank in the Caretaker’s own account.

**第 四 條 膳宿**

**ARTICLE IV FOOD AND ACCOMMODATION**

4.1 甲方於居留所在地提供**免費**住宿，乙方應居住於前述地點內並不得外宿。若甲方提議乙方外宿，則所有外宿費用概由甲方負擔。

The Employer shall provide appropriate living quarters within his/her residence for **free**. The Caretaker shall not live outside without permission of the employer. If the employer prefers the Caretaker to live outside, adequate housing allowance will be provided by the employer.

4.2 甲方應免費提供每日三餐膳食，其包含例假日、國定假日及病假在內。

The employer shall provide the Caretaker at least three (3) **free** meals per day, including holidays, national holidays and sick-leave period.

**第 五 條 機票**

**ARTICLE V AIRFARE**

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 the Caretaker with **free** economy class air ticket from the Philippines to Taiwan, and when the Caretaker has completed the contract, back to the Caretaker’s country of origin.

**第 六 條 休假**

**ARTICLE VI VACATIONS**

6.1 乙方於服務每滿一年，由甲方給予特別休假七日，特別休假期間薪資照給，如果乙方未使用特別休假，甲方必須將合約期滿前未修的假期折合現金付給乙方 。

For every year of service, the Caretaker shall be entitled to have seven (7) days special vacation leave and shall be paid wages equivalent thereto. If the Caretaker does not take the entitled vacation leave, the employer must pay the cash computation of the unused leave upon completion of the contract.

6.2 甲方每七天內須給乙方一天休假。其他假期由甲、乙雙方另訂之。

The Caretaker shall be entitled to one (1) rest day in every period of seven (7) days. Other holidays are subject to agreement between employer and employee.

6.3 乙方必須於安排的休假日前一個月告知甲方，但緊急情況除外。

The Caretaker must inform the employer one (1) month in advance of availment of the scheduled vacation leave except in emergency cases.

**第 七 條 病假**

**ARTICLE VII SICK LEAVE**

乙方每年病假不可逾三十日，薪資折半發給。

The Caretaker shall be entitled to half pay for sick leave not exceeding 30 days in one year.

**第 八 條 保險**

**ARTICLE VIII INSURANCE**

契約期間甲方應替乙方投保新台幣卅萬元，工時、工餘之意外全險或遵從中華民國勞工保險規例辦理，按照全民健保計劃，乙方也應享有全民健保之福利。

The employer shall provide the Caretaker with an accident insurance equivalent to NT$300,000, regardless whether the accident occurred during or beyond working hours or anywhere during the period of employment. The Caretaker shall also be provided with health insurance, in accordance with the national health insurance plan.

**第 九 條 工作義務**

**ARTICLE IX EMPLOYEE’S OBLIGATIONS**

乙方接受甲方監督指揮，於符合臺灣衛生相關法規前提下，在家庭從事身心障礙者或病患之日常生活照顧相關事務工作，且乙方的職責不應延伸至甲方之其他家庭成員。

The Caretaker agrees to accept the employer’s supervision and instructions, compliance with related Taiwan health regulations, live-in care work; take care of the daily lives of disabled individuals or patients and other work related to the care and well-being of the ward or patient. The caretaker’s responsibilities shall not extend to the other members of the employer’s household.

乙方應保持良好態度，妥善維護 甲方及其家庭成員安全。

The Caretaker shall maintain good manners, and to take good care of his/her safety and safety of the members of the household of the Employer.

**第 十 條 契約之終止及效力**

**ARTICLE X TERMINATION AND EFFECT OF CONTRACT**

10.1 乙方在契約期間，如有下列情形之一者，甲方得終止其契約並遣送乙方回國。乙方將立即無異議配合，且自行負擔來回機票費用，如甲方或他人先行墊付機票費用，乙方須負責償還。

In the event the Caretaker is found to offend one of the following prohibitions during his/her employment, the employer may terminate this contract and repatriate him/her to his/her country of origin. The Caretaker shall comply immediately without objection and assume the cost of round-trip transportation by air to and from Taiwan unconditionally. In the event the employer or any other person pays the airfare for the Caretaker, he/she shall reimburse the fare to the person who paid it.

* 除臨時訪問外攜眷來華者。

Bring his/her dependent(s) to Taiwan for reasons other than temporary visit.

* 工作專長與甲方所要求工別必要技術不符者。

Trade skill possessed being inconsistent with job classification.

* 健康檢查不合格或入境後在中華民國政府指定的公立醫院健康檢查發現染患有開放性肺結核、性病、法定傳染病、瘧疾及HIV抗體陽性患者或吸毒者。

After his/her entry to Taiwan, failing medical check-up or being found to be suffering from tuberculosis, venereal disease, infectious disease, malaria or HIV-positive anti-bodies, and drug addiction, as evidenced by findings from a public hospital designated by Taiwan government.

* 在工作期間發現HIV陽性抗體者，法定傳染病患者，因重傷或感染腸內寄生蟲而未能在一個月內治癒者。

During the employment period, being found to be suffering from HIV positive antibody or other infectious diseases, serious injury or stool parasite, which cannot be cured within one month.

* 喪失工作能力者。

Being found losing ability to work.

* 受僱於非甲方之雇主或從事兼業工作者。

Engaged in employment other than with employer or working on the side for a third party.

* 有違公序良俗者。

Acting against public order or good morals.

* 違返中華民國法令，情節重大者。

Serious violation of Taiwan laws, decrees, administrative orders or regulations.

* 不服從工作指揮，經三次發警告信函者。

Disobeying the command, order, or instruction of the employer or his representative and hence becoming the addressee of warning notice for three or more times.

* 無正當理由連續曠職三日以上或一個月內達六天者。

Being absent from duty for 3 or more consecutive days or 6 days per a month without justification.

* 申請文件有虛偽或不實情事者。

Providing false statement or inaccurate information in the application papers or documents.

10.2 因勞工死亡或重傷致終止僱用時，甲方應立即將終止原因通知仲介公司和馬尼拉經濟文化辦事處-勞工中心。如勞工死亡，甲方和/或仲介應協助將勞工遺體及私人財物運送返國。

In case of an employment termination as a result of employee’s death or serious injury, employer shall immediately inform the recruiter and MECO - Labor Center of the cause of termination. In case of employee’s death, the employer and/or the recruiter shall cause the repatriation of the employee and his/her personnel belongings to his/her country of origin.

10.3 乙方若有違反中華民國勞基法第12條情形，如對甲方或甲方家庭成員暴行及重大侮辱和受有期徒刑宣告、故意損害甲方及其家庭成員之財務等有確實之情形者，乙方將被遣送回國，且自行負擔回國費用。

If the Caretaker violates Article 12 of Taiwan Labor Standards, and the Employer has real evidence of the violation committed, employee shall be repatriated to his/her country of origin, assume all of the charges, and reimburse Employer the paid air ticket, recruitment fee and other fees stipulated in the contract.

10.4 若乙方違約脫逃時，乙方同意甲方或其他墊付中華民國政府規定之保證金者，有權對乙方薪資及其存款或款項加以沒收，以彌補因乙方背約脫逃之損失，有餘額歸還乙方，不足時乙方尚須負擔賠償責任。

If the Caretaker violated the terms of this contract and escapes, the Employer or the person who paid the bond in accordance with Taiwan rules and regulations, shall have the right to settle the loss by deduction from Caretaker’s unpaid salary and bank deposit. If there is a balance, it shall be returned to Caretaker. But if it cannot cover the loss, the Caretaker has to take the responsibility for the full compensation.

10.5 受看護者死亡：契約期間內，若甲方之被看護者身亡，甲方應替乙方辦理轉換雇主；如未能順利轉出，雇主應負責受雇者之遣返事宜。

In case of death of the ward before the expiration of the employment contract, the employer shall apply for the transfer of the Caretaker to another employer. In case transfer is not effective, the employer shall be responsible for the repatriation of the Caretaker.

10.6 甲方於契約期間內，如有下列情形之一者，乙方得立即要求終止契約。

The Caretaker may terminate an employment contract without prior notice under any of the following circumstances.

* 於契約期間內，甲方或其家庭成員對乙方施以暴力行為或以其他方式連續侮辱乙方。

Where the Employer, his/her family members or his/her agent commits violence or extends gross insults at the Caretaker.

* 於契約期間內，甲方未能依約給付乙方應得薪資。

Where the Employer doesn’t make wage payment according to the terms of the employment contract.

**第 十一 條 醫療照顧**

**ARTICLE XI MEDICAL TREATMENT**

雇主應於看護工遭受病痛或失能時，確實提供移工緊急醫療照護。(解釋：經診斷後，無論是因工作或個人因素所造成) 。若是個人因素所造成，則看護工之後將承擔，於扣除全民健康保險及其他醫療保險補助後，之相關醫療費用。

Employer shall ensure provision of emergency medical treatment for the caretaker in case of illness and incapacity. (Explanation: after determination of the cause of illness whether attribute to work related or personal). In cases where the cause of illness is due to personal reasons, then the worker will shoulder the medical expenses beyond the NHI/ and other medical insurance coverage.

**第 條 十二 語言**

**ARTICLE XII LANGUAGE**

本契約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, and in the event of any difference in the two versions, the Chinese version shall prevail.

**第 十三 條 其他條款**

**ARTICLE XIII OTHER PROVISIONS**

13.1 乙方絕對服從及遵行甲方之工作條文及有關規則，甲方不得對乙方有其他非有關工作範圍以外之要求。

The Caretaker shall observe and comply with employer’s work rules and relevant regulations. The employer shall not be allowed to make extra requests or demands not related to the Caretaker’s job nature.

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 若有未盡事宜，皆依中華民國勞工法令辦理。

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

13.4 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.

本合約經雙方及見證人簽妥，自  **年 月 日**起生效。

In witness whereof, the parties hereto have executed this Employment Contract this  day of  20.

**甲 方 簽 署 乙 方 簽 署**

**EMPLOYER’S SIGNATURE/SEAL: EMPLOYEE’S SIGNATURE & THUMBMARK**

 **\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**見 證 人 簽 署**

**FOR WITNESS:**