Form No. LBR03-SC-CT

核准函字號 MOL LETTER NO.:

發文日期 DATE:

請於流覽器設定中選背景列印，請務必列印背景

直接聘僱勞動契約(看 護 工)

SHPT EMPLOYMENT CONTRACT FOR HOUSEHOLD

SERVICE WORKER(CARETAKER)

甲

方：

僱主姓名

Employer:

身分證字號

ID No.:

被看護者

Ward:

身分證字號

ID No.:

地址 Address:

電話 Tel. No.:

乙

方：

監護工姓名

Employee:

電話 Tel.No.:

地址 Address:

護照號碼

Passport No.:

發照日期 Issued date:

發照地點

出生日期

Date of birth:

性別(男/女): gender(Male/Female):

受益人姓名 Names of beneficiaries:

婚姻狀況

Marital status:

十八歲以下子女人數 No. of children under 18 years old:

緊急事件發生時之通知人 In case of emergency, please notify:

姓名 Name:

地址 Address:

電話 Tel No.:

關係 Relationship:

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，並以最初之四十日為試用期

間。

This contract shall be valid for year/s month/s day/s effective from the day that employee arrives inTaiwan, R.O.C. The first forty (40) days of the contract shall be the probation period.

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

3.1 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 only, to be paid regularly at the end of each month. Income tax shall be withheld by the employer in accordance with Taiwan taxation laws.

3.2 薪資可依乙方同意直接給付乙方銀行帳號。

Salary can be remitted directly to the CARETAKER or, upon the option of the

CARETAKER to the bank in the CARETAKER's 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 Ⅳ 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

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.

(2)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.

(3)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.

(4)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.

(5)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.

(6)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 七 條 病假

ARTICLE VII 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.

(2)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.

(3)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 八 條 保險

ARTICLE VIII INSURANCE

契約期間甲方應替乙方投保新台幣三十萬元，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. TheCAREGIVER/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，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 甲方及其家庭成員安全。

The Caretaker agrees to accept the employer’s supervision and instructions, to carry out work

pursuant to this contract within his/her capabilities, to maintain good manners, and to take good care of his/her safety and the safety of others within 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 on of the following prohibitions during his/her employment, theemployer 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 R.O.C. 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.

01) 除臨時訪問外攜眷來華者。

Bringing his/her dependent(s) to R.O.C. other than temporary visiting purpose.

02) 健康檢查不合格者或入境後在中華民國政府指定之公立醫院健康檢查發現患有開

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。

Failing medical check-up or being found to be suffering from tuberculosis, venereal disease, infectious disease, malaria or HIV positive anti-bodies, drug addiction, as evidenced by findings from a public hospital appointed by R.O.C. government after his/ her entry to R.O.C.

03) 於工作期間發現HIV陽性抗體者，及因其他疾病、重傷或感染腸內寄生蟲而未能在一

個月內治癒者。

During the period of employment, being found out to be suffering from HIV positive anti- bodies or other infectious disease, heavy wounds or stool parasites, which cannot be cured within a month.

04) 喪失工作能力者。

Being found to lose the ability to work.

05) 受僱於非甲方之僱主或從事兼業工作者。

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

06) 有違公序良俗者。

Acting against public order or good morals.

07) 違反中華民國法令，情節重大者。

Serious violation of R.O.C. laws and decrees and being convicted by final judgment as a

result of such violation.

08) 不服從工作指揮，經三次或三次以上警告信函者。

Disobeying the command, order, or instruction of the employer or his representative and

hence becoming the addressee of warning notices for three (3)or more times.

09) 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 three (3) or more consecutive days or six (6) days In a month

without justification.

10) 申請文件有虛偽或不實情事者。

Providing false statements or inaccurate information in the application paper and other

documents.

11) 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..

10.2 因乙方死亡或重傷而引致合約終止時，甲方應立即將原因通知馬尼拉經濟文化辦事處- 勞工中心，如乙方死亡時，甲方應負責將乙方遺體及遺物運回乙方原居地並負擔其費用。

In case of an employment termination as a result of Caretaker’s death or serious injury, the Employer shall immediately inform the MECO - Labor Center of the cause of termination. In case of a Caretaker’s death, the employer shall assume the cost of repatriation of the remains of the Caretaker and his/her 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 employee violates Article 12 Chapter Ⅱ(Labor Contracts) of R.O.C. Labor Law and Regulations, and employer has real evidence of the violation committed, Employee shall be repatriated to his 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, employer or the person who paid the bond in accordance with R.O.C. rules and regulations, shall have the right to settle the loss by deduction from employee's unpaid salary and bank deposit. If there is a balance, it shall be returned to employee. But if it cannot cover the loss, employee 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 for which the services of the CARETAKER is engaged 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 effected, 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.

01) 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.

02) 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

於契約期間，甲方應免費給予乙方因公／非因公導致之疾病、傷害及牙齒突發病痛之醫療照

顧，乙方應接受甲方所安排之任何正式合法開業醫生之治療。

When the CARETAKER suffers personal injury, whether or not attributable to employment, the employer shall provide free medical treatment to the CARETAKER while he/she is incapacitated. Free medical treatment includes

maintenance in hospital and emergency dental treatment provided by any registered medical practitioner.

第 十二 條 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 languages 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 本契約副本至少二份，雙方各執一份以供存查。

• 注意事項：透過直接聘僱中心辦理的重新招募，本契約正本請準備至少三份，雙方各

執一份，台灣經濟文化辦事處一份以供存查。

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

reference purposes

• Note: For REHIRES through the DHSC, this contract shall be in at least 3 original copies:

one copy for each contracting parties, and one copy for TECO, for reference purposes.

13.4 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 R.O.C. Labor Laws and

Regulations.

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\_\_\_.s.

甲方簽署 乙方簽署

For Employer: For Employee:

Date Signed: Date Signed: