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

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

**直 接 聘 僱 勞 動 契 約 (☐廠工 / ☐營造業勞工 / ☐雙語人員 / ☐廚師)**

 **SHPT EMPLOYMENT CONTRACT**

 **(☐FACTORY WORKER / ☐CONSTRUCTION WORKER / ☐TRANSLATOR / ☐COOK)**

**BETWEEN**

甲方 ：公司名稱 統一編號

COMPANY NAME: License No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

公 司 地 址

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

 電話

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

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

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”)***

**業經雙方同意訂立契約並約定條款如下:**

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

**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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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 契約期間**

**ARTICLE II PERIOD OF CONTRACT**

2.1 自乙方抵達台灣工作地點報到之日起 **\_\_\_\_年 \_\_\_\_ 個月又 \_\_\_\_ 日**。

This contract shall be valid for **\_\_\_\_ year \_\_\_\_\_ month/s & \_\_\_\_\_ day/s** effective from the day that employee reports in person to the designated job site 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 工作時間**

**ARTICLE III 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 工作報酬**

**ARTICLE IV PAYMENT TO EMPLOYEE**

4.1 工資: 月支工資**新臺幣\_\_\_\_\_\_\_\_\_\_** 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 **New Taiwan Dollars** **\_\_\_\_\_\_\_\_\_** 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 may be remitted directly to Employee’s bank account as agreed by the employee.

**第 五 條 膳宿**

**ARTICLE V FOOD AND ACCOMMODATION**

5.1 甲方於工廠所在地或附近提供**免費**團體住宿, 乙方應居住於宿舍內並不得外宿。

Employer shall provide **free** housing for employee with a group in the neighborhood of the jobsite. Employee shall live in the housing with the group and not live outside.

5.2 甲方應**免費**提供每日三餐膳食，例假 、國定假日、病假期等在內。

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

**第 六 條 機票**

**ARTICLE VI AIRFARE**

甲方**免費**提供乙方前往台灣及服務期滿後返國之經濟艙來回機票。

Employer shall provide employee with **free** economy class air ticket from the Philippines to Taiwan, and when employee has completed the contract, back to the Philippines.

**第 七 條 休假**

**ARTICLE VII VACATION**

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 八 條 病假**

**ARTICLE VIII 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 九 條 　 保險**

**ARTICLE IX INSURANCE**

9.1 乙方在受僱期間內應參加勞工保險，其保險費之負擔及保險給付之請領均依台灣勞工保險條例之規定處理。

During the employment, employee shall be covered by labor insurance, with imposition of premiums and compensation subject to provisions of Taiwan statute for labor insurance.

9.2 甲方另外為乙方提供新台幣三十萬元(或近值)之意外事故保險，做為乙方工人無論在工作時間或工作時間外，若發生事故時，除勞工保險外，甲方給乙方之事故賠償金及道義補償金。

In addition to labor insurance, Employer will provide Employee with a limit of NT$300,000 for accident insurance regardless of whether the accident occurred during or beyond working hours.

9.3 按照全民健保計劃，勞工也應享有全民健保之福利。

Employee shall also be provided with health insurance, in accordance with the national health insurance plan.

**第 十 條 工作義務**

**ARTICLE X EMPLOYEE’S OBLIGATION**

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 契約之終止及效果**

**ARTICLE XI TERMINATION AND EFFECT OF CONTRACT**

11.1 乙方在契約期間內，如有下列情形之一者，甲方得終止其契約並遣送乙方回國。 乙方將立即配合不反對，且自行負擔來回機票費用，假使甲方或其他人先行墊付機票費，乙方將負責償之。

In the event Employee is found to offend one of the following prohibitions during his/her employment, Employer may terminate this contract and repatriate him/her to his/her country of origin. Employee 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 Employee, Employee 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.

11.2 乙方若有違反台灣勞基法第十二條情形，如對主管及主管親屬暴行及重大侮辱和受有期徒刑宣告 、故 意損害公司及主管之財物等，有確實之情者，乙方將被遣送回國。且自行負擔回國費用。並賠償甲方已付機票、招募費用及其他財物損失。

If the employee violates Article 12 of the Taiwan Labor Standards Act, 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.

11.3 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，有權對乙方薪其他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 employee violates the terms of this contract or escapes, 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 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.

**第 十二 條 語 言**

**ARTICLE XII LANGUAGE**

本契約中有中文及英文二種版本：兩者若有差異，將以英文版本為主。

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

**第 十三 條 其 他 條 款**

**ARTICLE XIII OTHER PROVISIONS**

13.1 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 personel belongings to his/her country of origin.

13.2 雙方應遵守並配合勞工安全與衛生有關規定。

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

13.3 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.

13.4 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 SEALS: EMPLOYEE’S SIGNATURE & THUMBMARK:**

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

**見 證 人 簽 署**

**FOR WITNESS:**