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EMPLOYMENT CONTRACT(☐FACTORY WORKER / ☐CONSTRUCTION WORKER /
☐TRANSLATOR / ☐COOK / ☐TEACHER / ☐LIVESTOCK FARM WORKER / ☐FISH
POND WORKER / ☐POULTRY WORKER/ ☐SLAUGHTERHOUSE WORKER/ ☐DAIRY
FARM WORKER/ ☐MID-LEVEL SKILLED WORKER/ ☐MID-LEVEL NURSING AIDE FOR
INSTITUTION/ ☐TECHNICIAN/ ☐CRAM SCHOOL TEACHER/ ☐AGRICULTURAL
WORKER)

勞動契約(☐廠工 / ☐營造業勞工 / ☐雙語人員 / ☐廚師 / ☐畜牧工 / ☐魚塭養殖 / ☐養雞業 / ☐
屠宰工/ ☐酪農業/ ☐中階技術人員/ ☐中階養護所監護工/ ☐技術人員/ ☐補習班教師/ ☐農業
工)

台灣仲介公司 TMA's Company Name: Champion Manpower Services Co., Ltd.

長宏人力仲介有限公司

地址 Address: 4F.,NO.317,SONGJIANG RD.,ZHONGSHAN DIST.,TAIPEI CITY 104,TAIWAN

臺北市中山區松江路317號4樓

電話號碼 Tel: 02-25167566

菲律賓仲介公司 PRA's Company Name: _____

地址 Address: _____

電話號碼 Tel: _____

MOL Letter # : 1112544363 Date Issued: 2023/01/03

甲方: 公司名稱Company Name:

地址 Address:

NO.12,Li-Hsing 1st Rd., East Dist., Hsinchu Science Park,Hsinchu,Taiwan,R.O.C.

新竹科學園區新竹市東區力行一路12號

電話Tel.No: _____

乙方: 勞工姓名 Employee: _____ 性別Sex: ☐男Male ☐女Female

永久地址Permanent Address:

電話Tel. No: _____

護照號碼Passport No: _____

發照日期Date of Issue: _____ 發照地點Place of Issue: _____

出生日期Date of Birth: _____ 出生地點Place of Birth: _____

婚姻狀況Marital Status: ☐未婚Single ☐已婚Married ☐離婚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(s) of Beneficiaries: _____

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: _____

(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 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廠勞工工作, 並在勞動部所核准之乙方的工作地點。。

The employee agrees to work as Factory Worker 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

2.1 自乙方抵達中華民國台灣地區報到之日起 3年0月0日。

This contract shall be valid for 3 year/s 0 month/s 0 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 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。如需要超時工作或晝夜輪班時, 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: 月支工資新臺幣26400 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 26400 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 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, 其包含例假日、國定假日及病假在內。

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

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 the Employee 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.
- (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 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.
- (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 ARTICLE IX 保險 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 ARTICLE X 工作義務 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.

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

- 11.1 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 Employee 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 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, he/she shall reimburse the fare to the person who paid it.
- (1) 除臨時訪問外攜眷來華者。
Bring his/her dependent(s) to Taiwan for reasons other than temporary visit.
 - (2) 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.
 - (3) 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.
 - (4) 在工作期間發現HIV 陽性抗體者，及因傷病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 suffering HIV positive antibody or other disease, heavily wounded or stool parasite, which cannot be cured within one month.
 - (5) 喪失工作能力者。
Being found losing ability to work.
 - (6) 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.
 - (7) 有違公序良俗者。
Acting against public order or good morals.
 - (8) 違反中華民國法令，情節重大者。
Serious violation of Taiwan laws and decrees and being convicted by final judgment as a result of such violation.
 - (9) 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.
 - (10) 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.

(11) 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 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 English version shall prevail.

第十三條 ARTICLE XIII 其他條款 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，甲方應協助仲介和馬尼拉經濟文化辦事處將勞工遺體及私人財物運送返國。此相關費用若由甲方墊付，俟勞保給付後得扣除所墊付費用，餘款交付勞工家屬。勞工所應得之一切權益甲方應保證在最短之期限內給予該勞工或其受益人。

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 shall assist the recruiter and Manila Economic and Cultural Office in the repatriation of the remains of the employee and his/her personal belongings to his/her country of origin. The employer shall pay the relevant expenses in advance and it shall be paid back to the employer upon receiving the compensation fee from the Labor Insurance. If there is a balance, it shall be remitted back to the employee's family.

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：
FOR EMPLOYER:

乙方簽署：
FOR EMPLOYEE:

見證人簽署:
FOR WITNESS: