核准函字號 MOE Letter No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Form No. LBR-15

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

**特別聘僱計畫勞動契約**

**☐ 教師**

**EMPLOYMENT CONTRACT FOR TEACHER**

**BETWEEN**

甲方：機構/ 學校名稱：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 統一編號：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

INSTITUTION/SCHOOL NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Unified Business No.:\_\_\_\_\_\_\_\_

公司地址

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

電話

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

***(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 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/ 婚姻無效

MARITAL STATUS: ◻ MARRIED ◻ SINGLE ◻ DIVORCED/ANNULED

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 關係

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

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

**業經雙方同意訂立契約並約定條款如下：**

**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/TITLE AND WORK SITE**

1.1 甲方僱用乙方擔 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_工作，並在教育部所核准的工作地點。

The Employee agrees to work as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at the site designated by the Employer in Taiwan as approved by the Ministry of Education (MOE).

**第二條 契約期間**

**ARTICLE II PERIOD OF CONTRACT**

2.1 乙方抵達臺灣工作地點，聘僱期間自教育部函核定日起至**＿＿＿年 ＿＿月＿＿日**。

This contract shall commence on the date of the Employee’s arrival in Taiwan and ends on (date) in accordance with the work permit issued by Ministry of Education (MOE).

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 Parties, with no diminution of salary and benefits.

**第三條** 招募及其他費用

**ARTICLE III RECRUITMENT AND OTHER EXPENSES**

3.1 乙方的費用應由甲方支付，包含來臺灣工作之前所產生的費用，如簽證、護照、健康檢查、強制保險、來回機票及其他政府規費，且不能收取任何形式之服務費及其他費用。

The expenses of the Employee shall be paid by the Employer including pre-deployment expenses such as visa, passport, medical examination, compulsory insurance, round trip plane tickets and other government fees. There shall be no service fees and other charges of whatever nature.

**第四條 薪資及工作時間**

**ARTICLE IV SALARY AND WORK HOURS**

* 1. 雇主應給付乙方每個月基本工資**新臺幣\_\_\_\_\_\_\_\_\_\_**元。

The Employee shall be paid a basic monthly salary of **New Taiwan Dollars (NTD)**\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

* 1. 全職教師正常工作時間，依臺灣教育部規定每日不得超過八小時，每年工作＿＿天。

The regular working time of the Employee as a full-time teacher shall not exceed eight (8) hours a day. Full-time teacher works \_\_\_\_\_\_\_\_school calendar days per year in accordance with Taiwan Ministry of Education (MOE) Regulation.

* 1. 如需要超時工作之加班費，應依照臺灣法令辦理

The Employee shall be entitled to overtime pay according to applicable Taiwan laws.

4.4 薪資可依乙方同意直接給付乙方銀行帳號。

Salaries shall be released directly to the Employee, or at his/her option, remitted to his/her bank account.

4.5 依臺灣有關法令規定由甲方代為扣繳工資所得稅。

Income tax shall be withheld by the Employer in accordance with Taiwan taxation laws.

**第五條 膳宿**

**ARTICLE V FOOD AND ACCOMMODATION**

* + 1. 甲方應**免費**提供配備有基本傢俱的宿舍給乙方，乙方應負擔自己的食物及水電費用（如建築物管理費、電話費、電費、水費、瓦斯費及其他費用），或是依公司規定提供補助津貼。

The Employer shall provide **free** accommodation with basic furnishings for the Employee. The Employee shall be responsible for food and utility bills (i.e. building maintenance fee, telephone, electricity, water, gas, and others) or provided with subsidy in accordance with the existing company rules and regulations.

**第六條 休假/ 病假/ 假日**

**ARTICLE VI VACATION / SICK LEAVE / HOLIDAYS**

6.1 乙方應依臺灣勞基法、教師法、學校行事曆及相關法規給予有薪假：

 The Employee is entitled to vacation leave with pay in accordance with Taiwan Labor Standards Act, Teacher’s Act, School Calendar and relevant laws.

**第七條　 保險**

**ARTICLE VII INSURANCE**

7.1 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臺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.

7.2 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，做為乙方勞工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。

The Employer shall provide the Employee with Compulsory Insurance prior to deployment, and onsite accident insurance with a minimum amount of NT$300,000, regardless whether the accident occurred during or beyond working hours, and group insurance in accordance with company rules and regulations.

7.3 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.

**第八條 契約之終止及效果**

**ARTICLE VIII TERMINATION OF CONTRACT**

* 1. 雙方除了符合臺灣法規之公正有效的原因之外，否則不能解除契約。

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

* 1. 甲方於契約期間內，如有下列情形之一者，得要求終止契約，包括專長不符合、生理和/或心理無法勝任專業工作、有違公序良俗、不服從工作指揮、持續違反合理的規定、違反法令且情節重大者。

The Employer may terminate this Employment Contract anytime for just cause, which includes 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 in final judgment for a grave offense.

* 1. 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，包括甲方或其成員對乙方嚴重侮辱、甲方或其成員對乙方施以難以忍受的不人道行為、甲方或其成員指使乙方從事犯罪/暴力行為，甲方應負擔乙方遣返回菲律賓的費用。

The Employee may terminate this contract without serving any notice to the Employer for just cause, which includes but not limited to the following: serious insult by the Employer or his/her representative, inhuman and unbearable treatment accorded the Employee by the Employer or his/her representative, commission of a crime/offense by the Employer or his/her representative. Employer shall pay the repatriation expenses of the Employee back to the Philippines.

* 1. 於契約期間內，乙方得依任何情形，以提前一個月的通知函告知甲方要求終止契約，若無提前通知，甲方得依臺灣法規對乙方進行求償。在此情況下，乙方應負擔所有遣返回菲律賓的費用。

The Employee may terminate this Contract without just cause by serving one (1) month in advance written notice to the Employer. The Employer upon whom no such notice was served may hold the Employee liable for damages allowed under Taiwan laws. In any case, the Employee shall shoulder all expenses relative to his/her repatriation back to Philippines.

* 1. 於契約期間內，雙方能因乙方生病、疾病或受傷得終止契約，甲方應負擔遣返的費用。

Either party may terminate this contract on the ground of illness, disease or injury suffered by the Employee. The Employer shall shoulder the cost of repatriation.

第九條 爭議調解

**ARTICLE IX SETTLEMENT OF DISPUTES**

9.1 於契約期間內，所有乙方的請求及爭議應依據學校政策法規進行處置，若是乙方對甲方的決定有疑義，此案件應協同馬尼拉經濟文化辦事處-勞工中心共同協商。若協調失敗，則此案件應交由台灣及菲律賓的有關當局進行處理。

All claims and complaints of the Employee related to this employment contract shall be settled in accordance with school policies, rules and regulations. In case the Employee contests the decision of the Employer, the matter shall be settled amicably with the participation of MECO – Labor Center. In case amicable settlement fails, the matter shall be submitted to the competent authorities in Taiwan or in the Philippines.

**第十條 其他條款**

**ARTICLE X OTHER PROVISIONS**

10.1 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馬尼拉經濟文化辦事處-勞工中心及菲律賓海外就業署。在此案件中，甲方應負擔費用並協助將勞工遺體及私人財物運送返回菲律賓。

In case of an employment termination due to Employee’s death or serious injury, Employer shall immediately inform the MECO - Labor Center and POEA. In such case, the Employer shall bear the costs of repatriating the Employee’s human remains including his/her personal belongings to the Philippines.

10.2 若有未盡事宜，皆依臺灣勞工法令辦理。

Other unspecified conditions shall be applied in accordance with applicable Taiwan laws, rules and regulations.

10.3 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 two (2) copies, one (1) copy for each contracting parties.

**第十一條 語言**

**ARTICLE XI LANGUAGE**

11.1 本契約有中文及英文二種版本，兩者若有差異，將以英文版本為主。

This contract shall be in Chinese and English, and in case of doubt, the English version shall prevail.

**本合約經雙方及見證人，於\_\_\_\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_日簽妥。**

**In witness whereof, the parties hereto have signed this Employment Contract this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_\_\_.**

**甲方簽署/ 蓋章 乙方簽署並按手印**

**Employer’s Signature / Seal: Employee’s Signature Over Printed Name**

 **and Thumbmark:**

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

**見證人簽署**

**FOR WITNESS:**