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

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

**直 接 聘 僱 勞 動 契 約 (台灣的船員)**

**SHPT EMPLOYMENT CONTRACT - SEABASED**

**(FISHERMAN FOR TAIWAN)**

**BETWEEN**

甲方 ：名稱 統一編號

VESSEL NAME: License No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

公 司 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 “FISHERMAN”)***

 This Employment Contract is executed and entered into by and;

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a fishing vessel duly registered under Taiwan laws, represented by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_with principal office address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter known as the EMPLOYER：

 **本聘僱合約由以下訂約人簽訂：**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**，一艘依符合中華民國法律登記的漁船，**

**以 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_為代表人，總公司設立於** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**，以下稱為雇主：**

**and**

**及**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, recruited and hired by the Employer hereinafter known as the Fisherman; under the following terms and conditions:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 經僱主招募和僱用的人，以下稱為船員；僱用條件如下：

1. **DURATION AND EFFECTIVITY OF CONTRACT**: \_\_\_\_\_year/s \_\_\_\_\_month/s\_\_\_\_\_day/s commencing from fisherman‘s departure from point of hire to site of employment.

 合約有效期限：自船員離開僱用地點前往就業地點起\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日。

1. **BASIC TERMS AND CONDITIONS**:

基本條件：

1. Job Classification: **FISHERMAN**

工作類別：船員

1. Monthly Salary: NT$ for fisherman fishing inside and outside, respectively, of the territorial waters of Taiwan effective from FISHERMAN‘S departure from and up to his arrival in Manila.

月薪：NT$ , 自船員離開馬尼拉到他抵達馬尼拉期間有效，不論是在中華民國範圍內外從事捕漁作業皆適用之。

1. Work Hours: Eight (8) hours per day, not exceeding 40 hours per week, the schedule of which shall be determined/prescribed by the Master in conformity with customary international practices and standards.

工時：每日正常工時為八小時，每週不超過40小時，工作時間表將由船長依據國際慣例和標準來決定和規定。

1. Overtime Pay: Per Taiwan Labor Law

No overtime work shall be considered for any work performed in case of emergency affecting the safety of the vessel, crew or cargo of which the Master shall be the sole judge or for fire, boat or emergency drill/work required, to give assistance to other vessels or person in immediate peril.

加班費: 依據台灣勞工法

經船長單獨判斷，認為會影響船隻、船員或船貨安全的任何緊急況，或是火災、船隻緊急進水或給予遭遇緊急海難之其他船隻或人員所需協助的工作，都不得考慮加班。

1. Food and Accommodation: At least three (3) meals per day consistent with dietary requirements and practices of the nationality of the fisherman. EMPLOYER shall also provide the FISHERMAN with free suitable accommodation.

食宿：每天至少供應三餐，並與船員國定的飲食要求和慣例一致，僱主也應提供船員免費的適當住宿。

1. Transportation: Free to and from port of embarkation overseas.

交通：免費往返海外的搭船港口。

1. Vacation/Sick Leave: Per Taiwan Labor Law

假期與病假：依據台灣勞工法。

A. Vacation Leave 假期 ：

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:

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. Three days for service of six months or more but less than one year.

六個月以上一年未滿者，三日。

b. Seven days for service of one year or more but less than two years.

一年以上二年未滿者，七日。

c. Ten days for service of two years or more but less than three years.

二年以上三年未滿者，十日。

d. Fourteen days for service of three years or more but less than five years.

三年以上五年未滿者，每年十四日。

e. Fifteen days for service of five years or more but less than ten years.

五年以上十年未滿者，每年十五日。

f. One additional day for each year of service over ten years up to a maximum of thirty days.

十年以上者，每一年加給一日，加至三十日為止。

B. Sick Leave 傷病假：

When a worker must receive medical sservice or rest on account of ordinary injury, sickness or physical reasons, he shall be entitled to ordinary sickness leave according to the following provisions:

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：

a. For the non-hospitalized, a total of less than thirty days in one year.

未住院者，一年內合計不得超過三十日。

b. For the hospitalized, not exceeding one year.

住院者，二年內合計不得超過一年。

c. The total of hospitalized and non-hospitalized sick leave shall not exceed one year.

未住院傷病假與住院傷病假二年內合計不得超過一年。

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.

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。

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.

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。

1. Catch Bonus: Not less than 30％ of FISHERMAN‘S basic salary for long line and US$ 1.00 (or its equivalent in NT$) per metric ton per man for purse seiner/trawler.

漁獲紅利：延繩釣的紅利不得低於船員基本薪資的30％，而圍網漁船／拖網漁船紅利則為每人每公噸US$1.00 (或其等值新台幣)。

Emergency Medical & Dental Services: Free until the FISHERMAN is declared fit to work or to be repatriated.

緊急醫療與牙科服務：免費直到船員經宣布適合工作或被遺送回國為止。

1. National Health Insurance: Fisherman shall also be provided with health insurance, in accordance with the national health insurance plan.

全民健保：按照全民健保計劃，船員也應享有全民健保之福利。

1. Compensation/Benefits: If after repatriation, the FISHERMAN still requires medical attention for work-connected illness, he shall be so provided at cost to the EMPLOYER. The Employer shall pay the Fisherman 100％ of his basic wages from the time he leaves the vessel for medical treatment until he is declared fit to work or the degree of permanent disability has been assessed by company-physician, but in no case shall the period exceed 120 days.

賠償金與利益：如果遣送回國後，船員仍需接受與工作有關之疾病的治療，則費用將由僱主支出。僱主將自船員離船接受醫療起，支付船員100％的基本工資給他，直到公司的醫生宣布他適合工作或他被診斷為永久殘疾為止，其賠償期限為120天。

Benefits for the FISHERMAN include compensation for service connected illness/injuries or death in accordance with social insurance laws and other pertinent provisions of the Taiwan Labor Laws. Additional insurance coverage are in accordance with the POEA Standards for overseas fisherman. Additional labor insurance shall be provided to the FISHERMAN by the EMPLOYER with a limit of NT$300,000.00 per person (0r its equivalent) for accident insurance covering fisherman regardless of whether accident occurred within and/or beyond work hours.

根據社會保險法和台灣勞工法的其他相關規定，船員的利益包括與服務有關之疾病傷害或死亡的賠償金，其他保險範圍則以海外船員的POEA標準為依據。 僱主將提供船員其他勞工險、意外事件保險的限額為每人NT$300,000.00 (或其等值物)，以承保船員的疏失，不論意外事件是否發生在工作時間內及/或之外。

In case of permanent total or partial disability of the FISHERMAN during the term of employment caused either by injury or illness, the FISHERMAN shall be compensated according to POEA Standard. The computation of the total permanent/partial disability of the FISHERMAN caused by injury sustained within a war zone shall by based on the computation rate payable for death within the war zone area per POEA Standard.

如果船員在原僱用間因受傷或生病而造成永八性的全部或部份殘疾，船員將可依POEA標準獲得賠償。 船員在戰區內受傷而引起永久性或部份殘疾的賠償，應依據POEA標準，以戰區內的死亡給付賠償費率計算之。

1. Repatriation: EMPLOYER shall bear the full cost of repatriation of FISHERMAN‘S remains in case of death or in the event the FISHERMAN is fit to work but EMPLOYER is unable to find employment for the FISHERMAN on board his former vessel or another vessel of the EMPLOYER despite earnest effort.

遣返回國：假使船員死亡，僱主應負擔遣返船員遺體的所有費用，或是船員如果適合工作，但僱主僅管儘了很大的努力，仍無法安排船員在他的前一艘或僱主的另一艘船上工作，則僱主應負擔遣返船員的所有費用。

1. **CAUSES OF TERMINATION OF CONTRACT:**
	1. Expiration of the contract period unless there is mutual agreement between the parties for an early termination in which case the FISHERMAN is entitled to earned wages and benefits only.

除非經雙方一致同意提早終止合約，否則合約期限將在期滿時終止，合約如提前終止，船員只有權賺取工資和利潤。

* 1. EMPLOYER may terminate the FISHERMAN and repatriate him at his own expense under the following circumstances:

在下列情況下，僱主有權終止僱用船員，並遣返，他遣返費用由船員自己負擔：

* + 1. Disregard of the company‘s standard by the FISHERMAN;

船員不理睬公司準則。

* + 1. Bringing dependent/s to Taiwan except when such dependent/s is/are on a temporary visit;

攜帶親屬來台灣，除非這類親屬是暫時來訪。

* + 1. Failing the medical check-up at a public hospital in Taiwan;

無法通過中華民國公立醫院的身體檢查。

* + 1. If FISHERMAN, during the period of employment, is found to be suffering from HIV positive antibody, tuberculosis, any venereal diseases and other contagious diseases;

船員在僱用期間被發現患有人類免疫缺之病毒(HIV)陽性、抗體、肺結核、性病和其他傳染病。

* + 1. Serious misconduct, immorality and/or acting against public orders;

違反公共秩序的嚴重行為不檢，品性不良及/或行為。

* + 1. Violating a stipulation of Taiwan laws, decrees, administrative orders;

觸犯台灣法律、法令、行政命令的規定。

* + 1. Disobeying the command, order or instruction of the EMPLOYER or his representative for which he has been served notice/warning for 2 or more times;

不遵守僱主或其代表通知/警告二次以上的指揮、命令或指示。

* + 1. Being absent from duties for 3 or more consecutive days without justifications;

連續曠職三天以上，而無正當理由。

* + 1. Unreasonable demand and work stoppage, serious misconduct or willful disobedience by the FISHERMAN of the lawful orders of his superiors.

船員不合理要求和停工，嚴重行為不檢或故意不遵守其主管的合法命令。

1. **ALLOTMENTS AND REMITTANCES**: Allotment shall be paid to designated allottee in the Philippines thru any authorized Philippines bank with the assistance of the EMPLOYER. Remittances shall by at least 80％ of FISHERMAN‘S monthly basic salary including backwages, if any.

分配金和匯款：分配金應經過任何認可之菲律賓銀行，由僱主協助付款給在菲律賓指定之分配人。匯款則包括退還薪金，(如果有者)至少應為船員每月基本薪金的80％。

1. **GRIEVANCE MACHINERY**: FISHERMAN shall first approach the head of the section in which he is assigned. Complaint shall be in writing and in orderly manner. In case of failure to settle the complaint, settlement must be participated in by the MECO Labor Center (MLC) or consular office overseas and the Ministry of Labor (MOL). The Master of the vessel shall afford such facilities necessary to enable the FISHERMAN to transmit his appeal to the aforesaid entities.

勞務糾紛：船員應首先接觸他所屬的主管。投訴應以書面按程序處理，如果不能解決投訴，則應由菲律賓勞務中心或海外之領事辦事處和勞動部解決。船主應負擔所需要的方法以使船員能向上述之團體表達他的訴求。

1. **ARBITRATION**: The Labor Bureau of each administrative area in Taiwan and/or the National Labor Relations Commission of the Philippines shall have original and exclusive jurisdiction over all disputes arising out of the contract. All rights and obligations of the parties to the Contract including the annexes thereof, shall be governed by the laws of Taiwan and the Philippines, international conventions and treaties.

仲裁：台灣當地的勞動行政主管機關和/或菲律賓國家勞工關係委員會，應具有合約所引起的所有糾紛之根本及專屬裁判。 合約有關方面的所有權利和義務包括此附錄，應由台灣和菲律賓共和國法律，國際會議條約及約定所管轄。

1. **OTHER MATTERS**:

其他事項

* 1. Neither parties hereunto shall have their Agreement assigned to a third party without the prior consent of the other party in writing.

在沒有另一方同意之前，任一方不能將其合同委與第三者。

* 1. This Employment Contract shall be verified and authenticated by Manila Economic and Cultural Office – Labor Center (MLC).

在僱傭合約應由菲律賓馬尼拉經濟文化辦事處勞務中心認證。

* 1. This contract shall be in at least 2 copies, one copy for each contracting parties for reference purposes.

本契約副本至少二份，雙方各執一份以供存查。

IN WITNESS WHEREOF, We, the undersigned have set hereunto our hands this day of , at .

我們為以下之簽署人，於 \_\_\_年 \_\_\_月\_\_\_日在 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_立此為據。

EMPLOYER’S SEALS FISHERMAN’S SIGNATURE / THUMBMARK

**雇主印章** **船員簽名/手印**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witnessed By 見證人: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_