

資料表

核准函號：_____ 初招函 重招函 遞補函 發文日期：_____

文件立書日期：_____ 每月薪資：_____ 元 薪資規定於次月_____日領取

此次驗證之勞工人數共_____名, 分為：男：_____名；女：_____名；工作期限：_____年_____月_____日

每月工人負擔住宿及伙食費：_____元

家庭看護工雇主資料

雇主名稱：_____ 受看護者名稱：_____

Employer Name：_____ Ward Name：_____

行業別：_____

(Type of Industry)：_____

地址：_____

ADDRESS：_____

工作地址：_____

WORKSIDE ADDRESS：_____

雇主/負責人身份證字號(Employer ID Number)：_____

電話號碼：_____ 傳真號碼：_____

住家環境型態：_____ kind of residence：_____

家庭成員及人數：_____ Number of persons in the family: _____

1. 成人_____人(男性_____人, 女性_____人) 1. _____Adult (_____male, _____female)

2. 兒童_____人(男性_____人, 女性_____人) 2. _____Children (_____male, _____female)

3. 老人_____人(男性_____人, 女性_____人) 3. _____Old age (_____male, _____female)

工人資料

泰工英文姓名：_____

護照號碼：_____

連絡電話：_____

地址 (ADDRESS)：_____

健保費：_____元 / 月

體檢費：每次_____ NT

居留證費：每年_____ NT / 年

說明書

EXPLANATION LETTER

本人「_____」將直接引進泰國籍勞工「_____」護照號碼
「_____」來台工作，其在台工作期間應自行負擔之費用如下：

Employer 「_____」will recruit directly Thailand' s nationality labor
「_____」passport number
「_____」Come to Taiwan for work, and during the working period in
Taiwan, should voluntarily shoulder the expenses below:

1. 旅行費用：雇主負擔來回機票

Traveling expense: round trip plane tickets provided by employer.

2. 健保費：_____元 / 月

Monthly health insurance fee: _____NTD. / Month.

3. 體檢費：每次_____元.

Physical examination fee _____NTD. / Time.

4. 居留證費：每年_____元/年

Resident permit fee _____NTD. (Once a year).

5. 雇主免費提供膳食及住宿

Provide the employee meals and living place free of charge

6. 雇主直接辦理引進勞工，所以勞工不須付台灣仲介及泰國仲介服務費.

The Employer has direct hiring so the worker doesn' t need to pay the Taiwan
manpower agent and Thailand manpower agent.

雇 主 : _____

Employer : _____

監護工標準勞動契約

EMPLOYMENT CONTRACT

(FOR CARETAKER RECRUITED FROM THAILAND)

An Agreement made on : 契約簽訂日期 : _____
立契約書人 : _____ 身分證號碼 : _____ (以下簡稱雇主)
永久地址 : _____
電話 : _____ 傳真 : _____
與 _____ 護照號碼 : _____ (以下簡稱監護工)
電話 : _____ 傳真 : _____

Between : _____ ID : _____ (Herein after called **Employer**)
Whose permanent address is _____
Tel : _____ Fax : _____
and : _____ Passport No : _____ (Herein after called **Caretaker**)
Tel : _____ Fax : _____

雙方共同訂定契約，其條款如下：

Both parties agree on the following terms and conditions :

雇主家庭背景資料：

Employer's family background :

住家環境型態：_____

kind of residence : _____

家庭成員及人數：

Number of persons in the family:

1. 成人 _____ 人(男性 _____ 人, 女性 _____ 人)

1. _____ Adult (_____ male, _____ female)

2. 兒童 _____ 人(男性 _____ 人, 女性 _____ 人)

2. _____ Children (_____ male, _____ female)

3. 老人 _____ 人(男性 _____ 人, 女性 _____ 人)

3. _____ Old age (_____ male, _____ female)

1. 契約期限

雇主同意僱用，而監護工同意受僱擔任監護工職務自抵達雇主居住場所

地址：_____ 之日起僱用期限：_____ 年 _____ 月 _____ 日

1. Duration of contract

The **Caretaker** shall be employed by the **Employer** for a Period of _____ year(s) _____ month(s) _____ day(s) commencing on the day which the **Caretaker** arrives the **Employer's** residence at _____

本契約期限如未達一年者:於期滿時如非因監護工之過錯而無法展延者, 雇主同意補足一年薪資予監護工。雇主及監護工若同意延長此契約, 應將展延契約副本送至泰國貿易經濟辦事處(勞工處)作為參考, 展延期間之工作條件不得低於原勞動契約之既定標準。

In case the employment duration is less than one year, upon completion of employment contract, the **Employer** does not extend the contract and it is not due to the **Caretaker's** fault, the **Employer** promises and guarantees to compensate for remaining portion equivalent to total of one-year-wage. If the **Employer** and the **Caretaker** agree to extend this contract, the **Employer** shall submit the extended contract under the same or better terms and conditions of employment to Thailand Trade and Economic Office, Labour Affairs Division for reference.

2. 監護工之責任及義務

監護工必須於第一條所載之契約期間內勤奮工作並忠於職守。

2. Responsibilities of the Caretaker

The **Caretaker** undertakes to work diligently and faithfully as a **Caretaker** for the term of her/his engagement as stated in clause 1 of this contract.

3. 雇主之責任及義務

雇主必須遵循中華民國及泰國有關法令規定及合約內容以公平、合理及人道立場對待監護工，並不得以暴力方式處理或解決問題。

3. Responsibilities of the Employer

The **Employer** shall treat the **Caretaker** in a just and human manner as stipulated in Thai and R.O.C. of Labour Standards Laws and other laws. In no circumstances should physical violence be used upon the **Caretaker**.

4. 工作報酬

(1) 監護工每月工資為新台幣_____元，如果工作表現良好雇主可斟酌給予適當調漲工資。

(2) 雇主於發薪時連同薪資明細發給於監護工，以使其了解薪資金額，並簽收為証。

(3) 工資由雇主於每月最後一個工作日以現金及全額方式給付給監護工。

4. Wages

(1) The **Caretaker** shall receive wages at a rate of NT\$_____per month. Upon completion of which, there may be a merit increment depending on the good job performance of the **Employer**.

(2) The **Employer** shall provide voucher for payment of wages and the **Caretaker** shall acknowledge receipt of the amount of wages under her / his signature.

(3) The salary will be paid in full by cash to the **Caretaker** on the last working day of each calendar month.

5. 週休日：雇主於每七日中至少給予監護工一日之休息日。

5. **Rest day:** The **Caretaker** shall be entitled to one (1) rest day in every period of seven (7) days. When the **Employer** has obtained the consent of the **Caretaker** to work on rest day, he shall pay the **Caretaker** wages two times of her / his regular hourly rate in clause 4 of this contract.

6. 國定假日及例假日

紀念日、勞動節日及其他由中央主管機關規定應放假之日，均應休假，並獲得正常工資。雇主如需監護工於國定假日工作，雇主須獲其本人同意並應按每小時平均工資加倍給付監護工。

6. Holiday

The EMPLOYEE shall be granted recess on all holidays, the Labour Day and other days prescribed by the Central Competent Authority with pay. When the **Employer** has obtained the consent of the **Caretaker** to work on statutory holiday, he shall pay the **Caretaker** wages two time of her / his regular hourly rate on article 4.

7. 特休假

監護工於服務期滿一年經展延一年者，在展延期間內由雇主給予給薪之特別休假 7 日，展延期間如需要監護工於特休假日工作，雇主須獲本人同意，並按每小時平均工資加倍給付工資，監護工欲於特休假期間返國渡假可享另外增加七日之無薪假期。

7. Annual leave

If the **Caretaker** has completed one year employment and this contract has been extended for another year, she / he shall be entitled to 7 days paid leave during the newly extended year. When the **Employer** has obtained the consent of the **Caretaker** to work on the annual leave, the **Employer** shall pay the **Caretaker** wages two times of her / his regular hourly rate in clause 4 of the contract, if the **Caretaker** wishes to take annual leave in her/his country of origin, she/he shall be entitled to another 7 days leave without pay.

8. 匯款

雇主有義務協助依監護工之意願將每月工資匯款回家鄉。

8. Remittance

The **Employer** shall assist the **Caretaker** in the regular remittance of her/his partial monthly salary to her/his designated beneficiary in her /his country of origin.

9. 旅費

雇主應免費提供監護工自泰國來台之機票，並應在監護工工作期滿後提供免費返國機票。

9. Transportation

The **Employer** shall provide the **Caretaker** with free air ticket from Thailand to R.O.C. and, after the **Caretaker** has completed her/his employment with the **Employer**, back to Thailand.

10. 膳宿

(1) 雇主免費提供監護工一日三餐包含國定假日、例假日及病假之膳食。

(2) 雇主應免費提供監護工安全及合乎衛生之宿舍，而監護工應住雇主提供之宿舍，不得外宿。

10. Food & Lodging

(1) The **Employer** shall provide the **Caretaker** at least three meals per day, including public holidays, national holidays and sick leave period, and it is free of charge.

(2) The **Employer** shall provide the **Caretaker** free of charge, safe and hygienic accommodations during the term of contract. The **Caretaker** shall live at assigned housing. She/ He shall not live outside.

11. 保險及醫療給付

雇主應依法為監護工投保全民健康保險，並於契約期間向保險公司投保新台幣 500,000 元以上之死亡保險。

11. Health Insurance Fund and Life Insurance

The **Caretaker** takes responsibility for **Employer** to be a member of the Health Insurance Fund and Life insurance with the private agency, at least 500,000 NT\$ during the period of contract.

12. 契約終止

僱主欲終止契約時須於至少一個月前以書面告知監護工，僱主未依前項定期預告而終止契約者，應給付預告期間一個月之工資，另僱主須負擔監護工返國旅費。監護工如欲終止契約時亦須於至少一個月前以書面方式告知僱主。監護工如有下列情事之一者，僱主得無須預告或支付一個月預告工資而終止勞動契約。

- (1) 不服從僱主合理指揮，經書面警告三次以上者。
- (2) 無正常理由連續曠職三日或一個月內曠工達六日者。
- (3) 有重大欺騙或不誠實行為。
- (4) 未通過政府規定定時體檢。

12. Termination

If the **Employer** wishes to terminate this contract, she/he shall give to the **Caretaker** one month's written notice or pay one month's wages in lieu of notice. In case of termination of contract without notice, the **Employer** shall be responsible for the costs of return passage to her/his country of origin. Vice Verse, if the **Caretaker** wishes to terminate this contract, she/he shall give the **Employer** one month notice. The **Employer** may terminate the contract without notice or payment of one month's salary if the **Caretaker**:

- (1) Wifely disobeys lawful and reasonable orders and have already received written warning the same notice for three times.
- (2) Having been absent from duty for three or more consecutive days or six days in accumulation in one month without justification.
- (3) Is guilty of fraud or dishonesty;
- (4) Is unfit for further service as certified by medical practitioner or becomes pregnant or has an infectious disease.

如有以上情事，僱主得不須預告終止勞動契約，回程旅費由監護工負擔。如有下列情事發生，監護工得不須提前一個月預告終止契約。

- (1) 監護工無意間得知僱主故意製造情勢以便終止契約。
- (2) 僱主以暴力對待。
- (3) 僱主違反法令規定，足以達到終止契約而無須預告者。

如有以上情事者，監護工無須經預告而終止契約，監護工返泰旅費由僱主付擔。

In case of termination of contract under the above mentioned, the **Caretaker** shall be responsible for the costs of return passage to her / his country of origin. The **Caretaker** may terminate the contract without one month notice if :

- (1) She / He realizes unintentionally of a situation is being made up to terminate the employment.
- (2) She / He is subjected to ill-treatment by the **Employer**.
- (3) On any other grounds on which she / he would be entitled to terminated the contract without notice at common law.

In case of termination of contract under the above mentioned, the **Employer** shall be responsible for the costs of the **Caretaker** return passage to the country of origin.

13. 適用語言

本契約文中文、英文及泰文版本，各版內容一致，如個版內容解釋產生差異，應以英文版本為準。僱主和監護工間之任何爭議，如無法協調或獲得解決，雙方或任何一方可以向泰國貿易經濟辦事處(勞工處)請求協助初步解決問題。

13. Arbitration

The contract shall be in Chinese, English and Thai correspondingly. in case of discrepancies interpretation , The English text shall prevail. Should there be any disagreement or disputes which caused by the **Employer** and the **Caretaker**, Thailand trade and economic office, Labour Affairs division for inspecting and initially solving such problem first.

14. 其他

- (1) 雇主同意支票，有關以監護工名義，依地方當局的法律規章，申請批准監護工的全部規費及銀行收的訂立擔保契約手續費，監護工體檢費，居留證規費，登報費，來回機票，監護工於工作期間仲介公司收取之服務費等。
- (2) 如發生天然災害‘暴動’戰爭或不可抗拒之事件時，雇主應疏散監護工於安全地區，假如疏散後尚無法繼續工作，雇主應負責將監護工遣返，並應負單其一切費用。
- (3) 若雇主未遵守本契約之全部或部分條文，雇主應負擔監護工因此所導致之所有損失。
- (4) 雙方必須嚴格遵守並配合勞工安全衛生有關法令及規定。
- (5) 雇主同意監護工和泰國貿易經濟辦事處至少每月聯絡一次。
- (6) 監護工應嚴格遵守並配合雇主工作相關規定。
- (7) 若有未盡事宜，皆依中華民國法令辦理。

本契約正本一式二份，須經有關機關驗證，雙方各執一份。副本二份，除一份報中華民國主管機關備查外，另一份由人力仲介公司存查。

14. Other Conditions

- 1) The **Employer** is responsible for fees and expenses incurred on the acquisition of alien resident certificate in accordance with the laws and regulations of the R.O.C. including the fee to make agreement for bank guarantee , physical examination for the **Caretaker** , the fee for resident visa , expenditure to make announcement , roundtrip air ticket, management and taking care of workers , etc.
- 2) Should there be natural disaster, riot, uprising or war, the **Employer** shall evacuate the **Caretaker** to a safe area , in case the situation is no longer conducive for the continuity of work , the **Employer** shall arrange and pay for all the expenses for repatriation of the **Caretaker**.
- 3) In case the **Employer** fails to implement any of the conditions agreed in this contract in full or in part, the employer shall be responsible for all the losses incurred to the **Caretaker**.
- 4) Both parties hereto shall observe and comply with regulations concerning Labour safety and hygiene.
- 5) The **Employer** allows the **Caretaker** to contact with the Thailand trade and economic office, Labour affairs division at least once in each calendar month.
- 6) The **Caretaker** shall strictly observe and comply with the **Employer**'s work rules and relevant regulations.
- 7) Any other terms and conditions not mentioned in here shall be in accordance with the stipulations of the R.O.C. Labour standards.

This employment contract is made in duplicate and shall be authenticated by the government authorities concerned. Each party shall hold one copy. Photo copies shall be made to filed with the R.O.C. government authority abroad as well as the recruiter for reference. In witness whereof, the undersigned, having fully understood the contents of the contract stated herein, have signed this agreement.

甲方(雇主)簽署: _____
EMPLOYER: _____

乙方(雇員)簽署: _____ 護照號碼 : _____
EMPLOYEE: _____ Passport No : _____