

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

5. 加班：需乙方在正常工作時間以外工作，則應按下列標準給付超時工資：

5.1. 延長工作時間在兩小時以內者，按平日每小時工資加給三分之一。(每小時新臺幣_____元)。

5.2. 延長工作時間在兩小時以上，但未達四小時者，按平日每小時工資加給三分之二。(每小時新臺幣_____元)。

5.3. 因天災事變或突發事件必須於正常工作時間以外工作者，甲方得延長第三條規定之工作時間，按平日每小時工資加倍給付工資。(每小時新臺幣_____元)。

5.4. 若乙方必須在本契約第(4.1)條所述之休假，第(4.2)條所述之法定假日，第(4.3)條所述之特別休假日工作，則應按正常每小時工資加倍計算之。(每小時新臺幣_____元)。

製造業/營造業雇主資料

營利事業統一編號 (Unified business No)：_____

行業別：_____

(Type of Industry)：_____

工作職稱：_____

POSITION：_____

雇主名稱 (中)：_____

(Company Name)(英)：_____

負責人姓名：_____ President Name：_____

公司地址：_____

COMPANY ADDRESS：_____

工作地址：_____

WORKSIDE ADDRESS：_____

公司電話：_____ 傳真：_____

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

勞保費：_____元 / 月

體檢費：每次_____ NT

居留證費：每年_____ NT / 年

勞動契約

EMPLOYMENT CONTRACT

The Agreement is made on : 簽約日期: _____
立合約書人: _____ (以下簡稱甲方)
地址: _____
電話: _____ 傳真: _____
與: _____ 護照號碼: _____ (以下簡稱乙方)

Between : _____ (hereinafter referred to as the "EMPLOYER")
Address : _____
Tel: _____ Fax: _____
and : _____ Passport No: _____ (hereinafter referred to as the "EMPLOYEE")

雙方協議如下：

Both parties agree on the following terms and conditions:

1. 職位及薪資

甲方雇用乙方擔任 _____ 之工別，每月薪資新台幣 _____ 元，工資由甲方依公司規定於次月 _____ 日以現金給付乙方，經乙方同意時亦得將工資直接撥付至乙方銀行帳戶中。除非經有關法律規定外，甲方不得自工資中扣除任何款項。

1. Job Assignment and Wages

The **Employer** hereby engages the **Employee** and the **Employee** agrees to work for the **Employer** in the capacity of _____ at the rate of NTS _____ per month. Wages shall be paid by the **Employer** to the **Employee** in cash no later than _____ day of the following month in one payment. Payment of wages directly into the **Employee's** bank account may be made with the consent of the **Employee**. No deductions can be made by the **Employer** from the wages of the **Employee** unless otherwise prescribed by applicable laws or regulations.

2. 契約效期及工作地點

雇用期限為：_____ 年 _____ 月 _____ 日，自乙方抵達台灣時算起。

工作地點在：_____

如雇用期限低於一年者(不含展延)，於期滿時，如非因乙方之過錯而無法給予其展延，甲方同意補足一年之薪資予乙方。

甲方與乙方若同意延長此契約，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。乙方展延期間之工作條件不得少於原勞動契約之既定標準。

2. Duration of Contract and Worksite

The duration of the contract is for _____ Year _____ Months _____ Days.

Commencing from the date of arrival of the **Employee** in Taiwan,

The working place is at: _____

or designated jobsite where operation is under contract of our company. In case that employment duration is less than one year, permit of extension is not granted and it is not due to workers' fault, the **Employer** promises and guarantees to compensate for remaining portion equivalent to total of one-year-wage.

If the **EMPLOYER** and the **EMPLOYEE** agree to extend the duration of this contract, the **EMPLOYER** shall submit the extended contract under the same or better terms and conditions of employment and wages or letter of permission of extended contract from the authority concerned of Taiwan to Thailand Trade and Economic Office, Labour Affairs Division in Taiwan.

3. 工作時間

勞工每日正常工作時間依僱主規定，但不得超過八小時，每週工作時數不得超過 40 小時，勞工繼續工作四小時，至少應有三十分鐘之休息。

因天災、事變或突發事件，雇主有使勞工在正常工作時間以外工作之必要者，得將工作時間延長之。延長之工作時間連同正常工作時間，一日不得超過十二小時，一個月不得超過四十六小時。

3. Working Hours

Regular working hours depend on the condition of the EMPLOYER but should not more than 8 hours per day and 40 hours per week. The EMPLOYER shall let the EMPLOYEE have a rest period of no less than 30 minutes after the EMPLOYEE has continuously performed work for four hours.

Due to the occurrence of an act of God, an accident, or an unexpected event and when the EMPLOYER has a necessity to have the EMPLOYEE to perform the work besides regular working hours, the EMPLOYER may extend the working hours the extension of working hours combined with the regular working hours shall not exceed 12 hours a day. The total number of overtime shall not exceed 46 hours a month.

4. 國定假日及例假日

4.1 乙方每七日中至少應有二日之休息日。

4.2 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。

4.3 乙方於完成其一年之工作且繼續工作時，得於次年工作期間享有七天特別休假。

4. Holiday and leave

4.1 The EMPLOYER shall let the EMPLOYEE have at least two (2) day off per week with pay.

4.2 The EMPLOYEE shall be granted recess on all holidays, the Labour Day and other days prescribed by the Central Competent Authority with pay.

4.3 When the EMPLOYEE has completed one year employment and he/she continues to work on the following year, he/she shall be granted, on annual basis, 7-day paid leave.

5. 加班

如需乙方在正常工作時間以外工作，則應按下列標準給付超時工資：

5.1. 延長工作時間在兩小時以內者，按平日每小時工資加給三分之一。(每小時新臺幣_____元)。

5.2. 延長工作時間在兩小時以上，但未達四小時者，按平日每小時工資加給三分之二。(每小時新臺幣_____元)。

5.3. 因天災事變或突發事件必須於正常工作時間以外工作者，甲方得延長第三條規定之工作時間，按平日每小時工資加倍給付工資。(每小時新臺幣_____元)。

5.4. 若乙方必須在本契約第(4.1)條所述之休假，第(4.2)條所述之法定假日，第(4.3)條所述之特別休假日工作，則應按正常每小時工資加倍計算之。(每小時新臺幣_____元)。

5. Overtime

If the EMPLOYEE is required to work more than the regular working hours, he/she shall be paid for the overtime as the followings:

5.1 Where the overtime does not exceed two hours, the EMPLOYEE shall be paid in addition to his/her regular hourly wage, an additional 1/3 of his/her regular hourly rate (NT\$_____ per hour).

5.2 Where the overtime is over two hours, but does not exceed four hours, the EMPLOYEE shall be paid in addition to his/her regular hourly wage, an additional 2/3 of his/her regular hourly rate (NT\$_____ per hour).

5.3 Where the overtime is required owing to the necessity of the EMPLOYER as specified in article 3 paragraph 2, the EMPLOYEE shall be paid in addition to his/her regular wage, additional two times of his/her regular hourly rate (NT\$_____ per hour).

5.4 If the EMPLOYEE is required to work on rest day under article 4 (4.1), statutory holidays under article 4 (4.2), or during annual leave under article 4 (4.3), the EMPLOYEE shall be paid in addition to his/her regular wage, additional one time of his/her regular hourly rate (NT\$_____ per hour).

6. 膳食及住宿

雇主將提供勞工一天三餐包含第四條規定之國定假日、例假日、病假日之膳食。並在契約期間提供勞工安全及衛生之宿舍，勞工應住在雇主提供之宿舍。如有必要，雇主得自上述勞工之薪資中，扣除每月新臺幣_____元之膳宿費並保證將提供合理有品質的食物及住宿設施。

6. Food & Accommodation

The EMPLOYER shall provide the EMPLOYEE at least three meals per day free of charge, including holidays as specified in article 4 including sick leave period, and shall provide the EMPLOYEE with safe and hygienic accommodation free of charge during the term of contract. The EMPLOYEE shall live at assigned housing. In case of necessity, the EMPLOYER may deduct NT\$_____per month for the food and accommodation expenses from the EMPLOYEE's wages.

7. 勞工保險及醫療給付

甲方應為乙方投保勞工保險及全民健保，其保險費及補償金應以中華民國勞工保險條例為準。
如乙方死亡，甲方應負責處理喪事或運送屍體以及將乙方之個人物品送回泰國。

7. Labour Insurance and Health Insurance

During the employment, the EMPLOYEE shall be protected under the Labour Insurance Scheme with imposition of premiums and compensations of the R.O.C. Statute of Labour and Health Insurance.

In the event of death of the EMPLOYEE during the duration of the contract, the EMPLOYER shall be responsible to the funeral/cremation as well as transporting the remains of the deceased and his/her personal belongings to the domicile in Thailand.

8. 病假

乙方每年之病假未超過三十天，請假日給半薪。

8. Sick Leave

For sick leave not exceeding 30 days in one year, the **Employee** shall be entitled to half pay.

9. 旅費

甲方應提供乙方自泰國來臺之機票，並應在乙方工作期滿後或因不可歸責於乙方之原因導至提前終止勞動契約，提供返國機票。

9. Passage

The EMPLOYER shall provide the EMPLOYEE with free plane ticket from Thailand to Taiwan. When the contracts are expired or terminated which is not caused by the fault of the EMPLOYEE, during the duration of the contract, the EMPLOYER shall provide also returning plane ticket back to Thailand.

10. 義務

- 10.1. 乙方應遵循甲方依當地法訂定之公司規定並遵循所在地之傳統及風俗習慣。
- 10.2. 乙方僅能於甲方公司工作。
- 10.3. 乙方不得參與抗議示威遊行等非法活動。

10. Obligation

10.1 The EMPLOYEE shall abide by the rules and regulations of the EMPLOYER's company stipulated in conformity with the R.O.C. Labour Standards Law. He/She shall respect local traditions and customs.

10.2 The EMPLOYEE shall work only for the EMPLOYER's company.

10.3 The EMPLOYEE shall not engage in any unlawful activities such as unrest, protest or demonstration.

11. 契約的終止

11.1. 發生下列任一情況時，甲方得終止本契約，將乙方遣返泰國。乙方應無異議、無條件立即返回泰國。乙方應自行負擔或償還由甲方或第三者先行代付之回程機票及有關費用。

- (1) 在雇用期間發現罹患法定傳染病。
- (2) 失去工作能力者。
- (3) 受甲方以外之人士所聘僱。
- (4) 行為違反政府法規或違背公共秩序或道德
- (5) 蓄意違反政府法令、或規定。
- (6) 不服從甲方或甲方駐工地代表之命令或指示，而經警告三次以上者。
- (7) 無正當理由連續曠職三天以上，或每月累計達六天以上。
- (8) 蓄意破壞甲方之設備、工具、財產等，所有損失歸於乙方負責。

11.2. 發生下列任一情況時，乙方得終止本契約或向有關單位提出申請轉換雇主。

- (1) 甲方不依勞動契約給付工作報酬。
- (2) 甲方指派乙方從事許可以外之工作。
- (3) 甲方、甲方家屬或代表人對乙方有傷害、侵害人身安全或有暴力、性侵行為。
- (4) 受到甲方其他不公平對待事項。

11. Termination of the Contract

11.1 In the event the EMPLOYEE is found during the duration of the employment contract to have violated any of the followings, the EMPLOYER may terminate this contract and repatriate him/her back to Thailand. The EMPLOYEE shall be responsible for his round-trip plane ticket and all other concerned expenses or reimburse such expenses to the EMPLOYER or designated person.

- (a) Found to suffer from the controlled disease announced by the R.O.C during the period of employment,
- (b) Having lost the ability to work,
- (c) Engaged in employment other than with the EMPLOYER or side work for a third party,
- (d) Having acted against public order or good morals,
- (e) Having violated R.O.C. laws or regulation in the gross offense,
- (f) Disobeyed command, order or instruction of the EMPLOYER or the representative of the EMPLOYER and has already received warning notice for three times,
- (g) Having been absent from duty for three or more consecutive days or six days in accumulation in one month without justification,
- (h) Purposely damage or destroy EMPLOYER's equipments, tools, property or material, all expenses due to the said damage or loss shall be borne by the EMPLOYEE.

11.2 The EMPLOYEE may terminate this contract or complain to the responsible R.O.C. government requesting to transfer to another EMPLOYER if the EMPLOYEE is treated as follows:

- (a) The EMPLOYER has not paid the wage according to this contract.
- (b) The EMPLOYER demanded the EMPLOYEE to do other work besides one mentioned in the license of the concerned authority of R.O.C.
- (c) The EMPLOYER, family members of the EMPLOYER or the representatives of the EMPLOYER committed any physical assault, security threat or sexual harassment to the EMPLOYEE.
- (d) Other unfair causes.

12. 語言

本契約有中文、泰文及英文版本，若有差異，將以中文版為準。

12. Language

This contract shall be in Chinese, Thai and English correspondingly. In case of discrepancies interpretation, the Chinese text shall prevail.

13. 其它

- 13.1. 甲方同意付，有關以乙方名義，依當地法律規章，申請批准乙方工作的全部規費及銀行收取訂立擔保合約手續費及登報費。
- 13.2. 如發生天然災害、暴動、戰爭或不可抗力之事件，甲方應疏散乙方於安全地區，假如疏散後尚無法繼續工作時，甲方應負責將乙方遣返，並應負擔其一切費用。
- 13.3. 若有未盡事宜，皆依中華民國勞工法令辦理。
- 13.4. 如甲方未遵守本契約之全部或部份條文，甲方同意負擔乙方因此所導致之所有損失。
- 13.5. 乙方應嚴格遵守並配合甲方工作之法則與相關規定。
- 13.6. 雙方應遵守並配合勞工安全與衛生有關規定。

13. Others

- 13.1 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 and expenditure to make announcement.
- 13.2 Should there be natural disaster, riot, uprising or war, the EMPLOYER shall evacuate the EMPLOYEE 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 expense for repatriation of the EMPLOYEE.
- 13.3 Any other terms and conditions not mentioned in here shall be in accordance with the stipulations of the R.O.C. Labour Standards Law.
- 13.4 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 EMPLOYEE.
- 13.5 The EMPLOYEE shall strictly observe and comply with the EMPLOYER's work rules and relevant regulations.
- 13.6 Both parties hereto shall observe and comply with regulations concerning labour safety and hygiene.

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。

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 R.O.C. government authorities abroad as well as the recruiter for reference.

雙方已詳閱及同意契約內容，並在見證下，簽署本契約。

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: _____