

看 護 工 契 約

EMPLOYMENT CONTRACT FOR CAREGIVER

N A M E H I R E / R E H I R E

核准函字號 CLA LETTER NO. : _____ 發文日期 DATE : _____

甲方：僱主姓名 Employer: _____ 身分證字號 ID No. _____

被看護者 Ward : _____ 身分證字號 ID No. _____

地址 Address: _____

_____ 電話 Tel. No. _____

乙方：監護工姓名 Employee: _____

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: _____

受益人姓名 Name(s) of Beneficiaries : _____

婚姻狀況 Marital Status : ? : 已婚 married ? : 單身 single

擁有十八歲以下未婚子女人數 No. of Unmarried Children Under 18 years old: _____

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 _____

甲方僱用乙方擔任家庭監護工工作。並在甲方家庭居所內工作。業經雙方同意訂定契約條例如下：
The employee agrees to work as CAREGIVER at the designated residence of the employer in Taiwan, R.O.C. Now, therefore, the two parties mutually agree to enter this employment contract with the following terms and conditions:

第一條 契約期間

Article I PERIOD OF CONTRACT

自乙方抵達中華民國台灣地區報到之日起____年____月____日，並以最初之四十日為試用期間，除甲方徵得乙方同意，依中華民國政府法令規定，得延期一年者外，期滿勞僱關係自動終了。

This contract shall be valid for ____year/s ____month/s ____day/s effective from the day that employee arrives in Taiwan, R.O.C. The first forty (40) days of the contract shall be the probation period. Unless this contract is extended for another year, upon mutual consent in accordance with R.O.C. laws and regulations, the employment relations between the parties hereto shall terminate automatically upon expiration of this contract.

第二條 工作義務

ARTICLE EMPLOYEE'S OBLIGATIONS

2.1 乙方受僱於甲方從事監護工工作

The employee shall be employed by the employer as a CAREGIVER.

- 2.2 乙方接受甲方監督指揮，擔任甲方指工作範圍內及其能力所及之工作，並應保持良好態度，妥善維護甲方及其家庭成員安全。

The CAREGIVER agrees to accept the employer's supervision and instructions, to carry out work pursuant to this contract within his/her capabilities, to maintain good manners, and to take good care of his/her safety and the safety of others within the household of the employer.

第三條 工作報酬

ARTICLE PAYMENT TO EMPLOYEE

- 3.1 工資：月支新台幣_____ (免費提供食宿)，每月定期發給一次於每月月底一次發給，並依中華民國有關法令規定由甲方代為扣繳薪資所得稅。

Wages for a full month of working shall be new Taiwan Dollars _____ only, with free food and accommodation and to be paid regularly at the end of each month. Tax on income earned shall be withheld by employer in accordance with Taiwan R.O.C. laws.

- 3.2 薪資可依乙方同意直接給付乙方銀行帳號。

Salary can be remitted directly to the CAREGIVER or, upon the option of the CAREGIVER to the bank in the CAREGIVER's account.

- 3.3 甲方於居留所在地提供住宿，乙方應居住於前述地點內並不得外宿。若甲方提議乙方外宿，則所有外宿費用概由甲方負擔。

The employer shall provide appropriate living quarters within his residence. The CAREGIVER shall not live outside without permission of the employer. If the employer prefers the CAREGIVER to live outside, adequate housing allowance will be provided by him.

- 3.4 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 CAREGIVER at least three (3) meals per day, including holidays, national holidays and sick-leave period.

- 3.5 甲方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 CAREGIVER with free economy class ticket from the Philippines to R.O.C. and when the CAREGIVER has completed employment with him/her back to the CAREGIVER's country of origin.

第四條 休假

ARTICLE VACATIONS

- 4.1 乙方於服務滿一年，經展延一年者，在其展延之一年期間內由甲方給予特別休假七日，特別休假期間薪資照給，如果乙方工作滿兩年再展延第三年，則再享有另外七天的支薪假期。

If the CAREGIVER has completed his/her one-year employment and this contract been extended to another year, he/she is entitled to have seven 7-days special vacation during the contract extension and shall be paid wages equivalent thereto. If the employee has completed the second year and this contract is extended to another year. He/she is entitled to another 7-day special vacation during the extension and shall be paid the wages.

- 4.2 甲方每七天內須給乙方一天休假。其他假期由甲、乙雙方另訂之。

The CAREGIVER shall be entitled to one (1) rest day in every period of seven (7) days. Other holidays are subject to agreement between employer and employee.

第五條 病假

ARTICLE SICK LEAVE

乙方每年病假不可逾三十日，薪資折半發給。

The CAREGIVER shall be entitled to half pay for sick leave not exceeding 30 days in one year.

第六條 保險

ARTICLE INSURANCE

契約期間甲方應替乙方投保新台幣卅萬元，工時、工餘之意外全險或遵從中華民國勞工保險規例辦理，按照全民健保計劃，監護工也應享有全民健保之福利。

The employer shall provide the CAREGIVER with an accident insurance equivalent to NT\$300,000 regardless whether the accident occurred during or beyond working hours or anywhere during the period of employment. The CAREGIVER shall also be provided with health insurance, in accordance with the national health insurance plan.

第七條 契約之終止及效力

ARTICLE TERMINATION AND EFFECT OF CONTRACT

7.1 乙方於試用期間內，如無法適任工作時，甲方得終止其契約並遣送乙方回國乙方應立即無異議配合，且自行負擔來回機票費用，該項費用若自甲方或其他人先行墊付者，乙方應負責償還。

In the event the CAREGIVER is found to be unsuitable for employment during the probationary period effective from the day he/she reports to the job, the employer may terminate this contract and repatriate him/her to his/her country of origin. The CAREGIVER shall comply immediately without objection and assume the cost of round-trip transportation by air to and from R.O.C. unconditionally. In the event employer or any other person pays the airfare for him/her, the CAREGIVER shall reimburse the fare to the person who paid it.

7.2 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 CAREGIVER is found to offend on 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 CAREGIVER shall comply immediately without objection and assume the cost of round-trip transportation by air to and from R.O.C. unconditionally. In the event the employer or any other person pays the airfare for the CAREGIVER, he/she shall reimburse the fare to the person who paid it.

01) 除臨時訪問外攜眷來華者。

Bringing his/her dependent(s) to R.O.C. other than temporary visiting purpose.

02) 受僱期間在中華民國境內結婚、懷孕或生產者。

Getting married, becoming pregnant or giving birth in Taiwan R.O.C. during his/her employment.

03) 健康檢查不合格者或入境後在中華民國政府指定之公立醫院健康檢查發現患有開放性肺結核、性病、法定傳染病、瘧疾及 HIV 抗體陽性患者或已懷孕、吸毒者。

Failing medical check-up or being found to be suffering from tuberculosis, venereal disease, infectious disease, malaria or HIV positive anti-bodies, drug addiction, as evidenced by findings from a public hospital appointed by R.O.C. government after his/ her entry to R.O.C.

04) 於工作期間發現 HIV 陽性抗體者，及因其他疾病、重傷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 to be suffering from HIV positive anti-bodies or other infectious disease, heavy wounds or stool parasites, which cannot be cured within a month.

05) 喪失工作能力者。

Being found to lose ability to work.

- 06) 受僱於非甲方之僱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.
- 07) 有違公序良俗者。
Acting against public order or good morals.
- 08) 違反中華民國法令，情節重大者。
Serious violation of R.O.C. laws and decrees and being convicted by final judgment as a result of such violation.
- 09) 不服從工作指揮，經三次或三次以上警告信函者。
Disobeying the command, order, or instruction of the employer or his representative and hence becoming the addressee of warning notices for three (3) 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 three (3) or more consecutive days or six (6) days in a month without justification.
- 11) 申請文件有虛偽或不實情事者。
Providing false statements or inaccurate information given in the application paper and other documents.

- 7.3 因乙方死亡或重傷而引致合約終止時，甲方應立即將原因通知仲介公司，如乙方死亡時，甲方應負責將乙方遺體及遺物運回乙方原居地並負擔其費用。

In case of an employment termination as a result of CAREGIVER death or serious injury, the employer shall immediately inform the Manila Economic and Cultural office of the cause of termination. In case of a CAREGIVER's death the employer shall assume the cost of repatriation of the remains of the CAREGIVER and his/her belongings to his/her country of origin.

- 7.4 乙方若有違反中華民國勞基法第 12 條情形，如對甲方或甲方家庭成員暴行及重大侮辱和受有期徒刑宣告、故意損害甲方及其家庭成員之財務等有確實之情形者，乙方將被遣送回國，且自行負擔回國費用。

If employee violates Article 12 Chapter (Labor Contracts) of R.O.C. Labor Law and Regulations, and employer has real evidence of the violation committed, Employee shall be repatriated to his country of origin, assume all of the charges, and reimburse employer the paid air ticket, recruitment fee and other fees stipulated in the contract.

- 7.5 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，有權對乙方薪資及其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 CAREGIVER violated the terms of this contract and escapes, employer or the person who paid the bond in accordance with R.O.C. 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.

- 7.6 受看護者死亡：契約期間內，若甲方之被看護者身亡，甲方應替乙方辦理轉換雇主；如未能順利轉出，雇主應負責受雇者之遣返事宜。

In case of death of the ward for which the services of the CAREGIVER is engaged before the expiration of the employment contract, the employer shall apply for the transfer of the CAREGIVER to another employer. In case transfer is not effected, the employer shall be responsible for the repatriation of the CAREGIVER.

- 7.7 甲方於契約期間內，如有下列情形之一者，乙方得立即要求終止契約。

The CAREGIVER may terminate an employment contract without prior notice under any of the following

circumstances.

- 01) 於契約期間內，甲方或其家庭成員對乙方施以暴力行為或以其他方式連續侮辱乙方。
Where the employer, his/her family members or his/her agent commits violence or extends gross insults at the CAREGIVER..
- 02) 於契約期間內，甲方未能依約給付乙方應得薪資。
Where the employer doesn't make wage payment according to the terms of the employment contract.

第八條 醫療照顧

ARTICLE MEDICAL TREATMENT

於契約期間，甲方應給予乙方因公 / 非因公導致之疾病、傷害及牙齒突發病痛之醫療照顧，乙方應接受甲方所安排之任何正式合法開業醫生之治療。

When the CAREGIVER suffers personal injury, whether or not attributable to employment, the employer shall provide free medical treatment to the CAREGIVER while he/she is incapacitated. Free medical treatment includes maintenance in hospital and emergency dental treatment provided by any registered medical practitioner.

第九條 語言

ARTICLE LANGUAGE

本契約有中文及英文二種版本：兩者若有差異，將以中文版本為主。

This contract shall be in Chinese and English languages and, in the event of any difference in the two versions, the Chinese version shall prevail.

第十條 其他條款

ARTICLE OTHER PROVISIONS

- 10.1 乙方絕對服從及遵行甲方之工作條文及有關規則，甲方不得對乙方有其他非有關工作範圍以外之要求。
The CAREGIVER shall observe and comply with employer's work rules and relevant regulations. The employer shall not be allowed to make extra requests or demands not related to the CAREGIVER job nature.
- 10.2 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.
- 10.3 本契約正本一式 ____份須經我國駐關驗證，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，另一份仲介公司存查。
This contract shall be in ____ copies and be visaed by R.O.C. government authority stationed abroad. The parties shall hold one copy each with three (3) photocopies made each for 1), filed with R.O.C. government authority; 2) MLC; and 3) recruiter for reference.
- 10.4 若有未盡事宜，皆依中華民國勞工法令辦理。
Other unspecified conditions shall be applied in accordance with R.O.C. Labor laws and regulations.

甲方簽署
For Employer:

乙方簽署
For Employee: