




EMPLOYMENT CONTRACT FOR CARETAKER 看護工契約

TMA's Company Name: _____ 台灣仲介公司: _____ 

地址 Address: _____

電話號碼 Tel: _____ 

菲律賓仲介公司 PRA's Company Name: _____

地址 Address: _____ 電話號碼 Tel: _____ 

MOL Letter #: _____ 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: _____ 性別Sex: 男Male 女Female
 永久地址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: _____

婚姻狀況Marital Status: 未婚Single 已婚Married

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(s) of Beneficiaries: _____

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: _____

業經雙方同意訂定契約條例如下：

Therefore, the parties mutually agree to enter into this EMPLOYMENT CONTRACT with the following terms and conditions:

第一條 ARTICLE I 乙方工作職稱及地點 EMPLOYEE'S POSITION AND WORK SITE

甲方僱用乙方擔任家庭看護工工作，並在勞動部所核准的甲方家庭居所內工作。

The employee agrees to work as CARETAKER at the designated residence of the employer in Taiwan as approved by the Ministry of Labor

第二條 ARTICLE II 契約期間 PERIOD OF CONTRACT

- 2.1 自乙方抵達中華民國台灣地區報到之日起 __年__月__日。
This contract shall be valid for year/s__month/s__day/s effective from the day that employee arrives in Taiwan.
- 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 employer and employee, with no diminution of salary and benefits.

第三條 ARTICLE III 工作報酬 PAYMENT TO EMPLOYEE

- 3.1 工資:月支新台幣 _____，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, to be paid regularly at the end of each month. Income tax shall be withheld by the employer in accordance with Taiwan taxation laws.
- 3.2 薪資可依乙方同意直接給付乙方銀行帳號。
Salary can be released directly to the Caretaker or, upon the option of the Caretaker, remitted to the bank in the Caretaker's own account.

第四條 ARTICLE IV 膳宿 FOOD AND ACCOMMODATION

- 4.1 甲方於居留所在地提供免費住宿，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/her residence for free. The Caretaker shall not live outside without permission of the employer. If the employer prefers the Caretaker to live outside, adequate housing allowance will be provided by the employer.
- 4.2 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 Caretaker at least three (3) free meals per day, including holidays, national holidays and sick-leave period.

第五條 ARTICLE V 機票 AIRFARE

- 5.1 甲方免費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 Caretaker with free economy class air ticket from the Philippines to Taiwan, and when the Caretaker has completed the contract, back to the Caretaker's country of origin.

第六條 ARTICLE VI 休假 VACATIONS

- 6.1 乙方於服務每滿一年，由甲方給予特別休假七日，特別休假期間薪資照給，如果乙方未使用特別休假，甲方必須將合約期滿前未修的假期折合現金付給乙方。
For every year of service, the Caretaker shall be entitled to have seven (7) days special vacation leave and shall be paid wages equivalent thereto. If the Caretaker does not take the entitled vacation leave, the employer must pay the cash computation of the unused leave upon completion of the contract.
- 6.2 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 Caretaker 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.
- 6.3 乙方必須於安排的休假日前一個月告知甲方，但緊急情況除外。
The Caretaker must inform the employer one (1) month in advance of availment of the scheduled vacation leave except in emergency cases.

第七條 ARTICLE VII 病假 SICK LEAVE

乙方每年病假不可逾三十日，薪資折半發給。
The CARETAKER shall be entitled to half pay for sick leave not exceeding 30 days in one year.

第八條 ARTICLE VIII 保險 INSURANCE

契約期間甲方應替乙方投保新台幣三十萬元，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 CARETAKER 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 CARETAKER shall also be provided with health insurance, in accordance with the national health insurance plan.

第九條 ARTICLE IX 工作義務 EMPLOYEE'S OBLIGATIONS

乙方接受甲方監督指揮，擔任甲方指定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 Caretaker 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.

第十條 ARTICLE X 契約之終止及效果 TERMINATION AND EFFECT OF CONTRACT

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

(1) 除臨時訪問外攜眷來華者。

Bring his/her dependent(s) to Taiwan for reasons other than temporary visit.

(2) 工作專長與甲方所要求工別必要技術不符者。

Trade skill possessed being inconsistent with job classification.

(3) 健康檢查不合格或入境後在中華民國政府指定的公立醫院健康檢查發現染患有開放性肺結核、性病、法定傳染病、瘧疾及HIV 抗體陽性患者或吸毒者。

After his/her entry to Taiwan, failing medical check-up or being found to be suffering from tuberculosis, venereal disease, infectious disease, malaria or HIV-positive anti-bodies, and drug addiction, as evidenced by findings from a public hospital designated by Taiwan government.

(4) 在工作期間發現HIV 陽性抗體者，及因傷病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 suffering HIV positive antibody or other

disease, heavily wounded or stool parasite, which cannot be cured within one month.

(5) 喪失工作能力者。

Being found losing ability to work.

(6) 受僱於非甲方之雇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.

(7) 有違公序良俗者。

Acting against public order or good morals.

(8) 違返中華民國法令，情節重大者。

Serious violation of Taiwan laws and decrees and being convicted by final judgment as a result of such violation.

(9) 不服從工作指揮，經三次發警告信函者。

Disobeying the command, order, or instruction of the employer or his representative and hence becoming the addressee of warning notice for three 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 3 or more consecutive days or 6 days per a month without justification.

(11) 申請文件有虛偽或不實情事者。

Providing false statement or inaccurate information in the application papers or documents.

10.2 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和馬尼拉經濟文化辦事處- 勞工中心，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 Caretaker's death or serious injury, the Employer shall immediately inform the recruiter and the MECO- Labor Center of the cause of termination. In case of a Caretaker's death, the employer shall assume the cost of repatriation of the remains of the Caretaker and his/her belongings to his/her country of origin.

10.3 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 II(Labor Contracts) of Taiwan 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.

10.4 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 CARETAKER violated the terms of this contract and escapes, employer or the person who paid the bond in accordance with Taiwan 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.

10.5 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 CARETAKER is engaged before the expiration of the employment contract, the employer shall apply for the transfer of the CARETAKER to another employer. In case transfer is not effected, the employer shall be responsible for the repatriation of the CARETAKER.

10.6 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 CARETAKER may terminate an employment contract without prior notice under any of the following circumstances.

(1) 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 CARETAKER.

(2) 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.

第十一條 ARTICLE XI 醫療照顧 MEDICAL TREATMENT

於契約期間，甲方應免費給予乙方因公／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 CARETAKER suffers personal injury, whether or not attributable to employment, the employer shall provide free medical treatment to the CARETAKER while he/she is incapacitated. Free medical treatment includes maintenance in hospital and emergency dental treatment provided by any registered medical practitioner.

第十二條 ARTICLE XII 語言 LANGUAGE

本契約中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.

第十三條 ARTICLE XIII 其他條款 OTHER PROVISIONS

13.1 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 CARETAKER 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 CARETAKER job nature.

13.2 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.

13.3 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 2 copies, one copy for each contracting parties, for reference purposes.

13.4 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 Taiwan Labor laws and regulations.

本合約經雙方及見證人簽妥，自_____年_____月_____日起生效。

In witness whereof, the parties hereto have executed this Employment Contract this _____ day of _____, 20____.

甲方簽署：
FOR EMPLOYER:

乙方簽署：
FOR EMPLOYEE:

見證人簽署：
FOR WITNESS: