



# WELCOME

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# MECO-TMA MEETING

20 September 2018

Kaohsiung Business Convention Center



# Objectives for this Meeting:

## 會議主題

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# 1

The Labor Director and  
Deputy Director are new.  
(新主任與新副主任)

- Meet all of you.  
很高興認識你們
- Thank you for helping Filipinos.  
感謝協助菲律賓移工
- Assure you of support from  
MECO Labor Center.  
菲辦會支持你們

# 2

## Update you about the minor changes in the Employment Contract 勞動契約細部調整

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3

Inform you about the Voluntary  
Renewal of Insurance Coverage  
for Filipino Workers ; and  
菲律賓移工自願保險續保

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4

We wish to listen to your  
recommendations  
我們會傾聽您的意見

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# Employment Contract Updates 更新勞動契約

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# Fisherman's Employment Contract 漁工勞動契約

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# FISHERMAN

## 漁工

# No

## Personal Information of the worker

## 沒有漁工個人資料

# OLD 舊

2018/7/23

Employment Contract

Form No. LBR 03-C-F

{mdy.lblDocNum}

### EMPLOYMENT CONTRACT

(Fisherman for Taiwan)

僱用合約書

(受僱於台灣的船員)

台灣仲介公司 TMA's Company Name: {mdy.tbxCmaName}

地址 Address: {mdy.tbxCmaAdd}

電話號碼 Tel: {mdy.tbxCmaTel}

菲律賓仲介公司 PRA's Company Name: {mdy.tbxCmaName}

地址 Address: {mdy.tbxCmaOfficeAdd}

電話號碼 Tel: {mdy.tbxCmaTel}

MOL Letter # : {mdy.tbxClaNum} Date Issued: {mdy.tbxClaDate}

{mdy.lblEmployerEng}

{mdy.lblEmployerChi}

- a n d -

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：

I. {mdy.lblWrkPeriodEng}  
{mdy.lblWrkPeriodCH}

#### II. BASIC TERMS AND CONDITIONS:

基本條件:

1. Classification: : FISHERMAN

工作類別：船員

2. {mdy.lblWage}  
{mdy.lblWageCh}

3. Work Hours : Eight (8) hours per day, not exceeding forty (40) hours a 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。

4. 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狀況，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。

5. 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 to 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。

MECO LABOR CENTER KAOHSIUNG

# FISHERMAN

## 漁工

### Added

### Personal Information

### 於漁工契約中新增個人資料欄位

# NEW 新

## EMPLOYMENT CONTRACT

(Fisherman for Taiwan)

僱用合約書

(受僱於台灣的船員)

台灣仲介公司 TMA's Company Name: \_\_\_\_\_

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 Issued: \_\_\_\_\_

This Employment Contract is executed and entered into by and , a corporation organized under the laws of Republic of China with principal office address at \_\_\_\_\_, hereinafter known as the EMPLOYER :

本僱用合約由以下訂約人簽訂：，一家依中華民國法律成立的公司，總公司設於 \_\_\_\_\_，以下稱為僱主。

- and -

及

勞工姓名Employee: \_\_\_\_\_

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: \_\_\_\_\_

性別Sex: 男Male 女Female

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: \_\_\_\_\_



# Factory Worker, Skilled Professional and Nursing Aide Employment Contract

廠工、專業技術員、養護機構監護工勞動契約

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## Factory Worker, Skilled Professional and Nursing Aide Employment Contract

廠工、專業技術員、  
養護機構監護工勞動契約

Details of Vacation  
and Sick Leaves are  
not mentioned.

未提到假期與病假細節

# OLD 舊

018/1123

Employment Contract

7. Vacation/Sick Leave : Per Taiwan Labor Law

假期與病假：依據台灣勞工法。

8. 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)。

9. Emergency Medical & Dental Services : Free until the FISHERMAN is declared fit to work or to be repatriated. Employee shall also be provided with health insurance, in accordance with the national health insurance plan.

緊急醫療與牙科服務：免費直到船員經宣布適合工作或被遣送回國為止。

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。

# NEW 新

## Factory Worker, Skilled Professional and Nursing Aide Employment Contract 廠工、專業技術員、 養護機構監護工勞動契約

Added details of  
Vacation and Sick Leaves  
in Taiwan Labor Laws  
(Amended 1 January 2018,  
Effective 1 March 2018)

依據台灣勞基法明訂休假  
及病假規則

### 7. Vacation/Sick Leave : Per Taiwan Labor Law

假期與病假：依據台灣勞基法。

#### 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 service 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.

# Taiwan Labor Standards Act

## -Chapter IV Article 38

### 台灣勞基法第四章第38條

Amended 1 January 2018, Effective 1 March 2018

107年1月1號增訂，107年3月1號施行。





## Law

## Article No Search

Print

Title	Labor Standards Act
Amended Date	2018.01.31
Category	Ministry of Labor (勞動部)

## Article 38

A worker who has worked continually for the same employer or business entity for a certain period of time shall be granted annual paid leaves on an annual basis based on the following conditions:

1. Three days for service of six months or more but less than one year.
2. Seven days for service of one year or more but less than two years.
3. Ten days for service of two years or more but less than three years.
4. Fourteen days for service of three years or more but less than five years.
5. Fifteen days for service of five years or more but less than ten years.
6. One additional day for each year of service over ten years up to a maximum of thirty days.

Annual paid leaves from the preceding paragraph are to be arranged by workers. The employer, however, in the light of urgent needs of the business operation or personal factors of workers, may consult and make adjustments with workers.

The employer shall inform the worker to arrange the annual paid leaves of the preceding two paragraphs when the employee meets the conditions for the annual paid leaves under Paragraph One.

Wages must be paid for annual paid leaves not used by workers because of the termination of annual or termination of contracts. For unused annual paid leaves extended until the following year according to the agreement reached by employers and workers, wages must be paid for those not used by workers at the end of the following year or upon the termination of contracts.

The employer shall record the dates of annual paid leaves of workers and the total amount of the wages paid for annual paid leaves have not been taken in the worker payroll roster designated in Article 23 and shall inform the worker in writing every year on a regular basis.

In the case of a claim of rights by workers under this Article, the employer shall bear the burden of proof if the employer considers that the workers' rights do not exist.



## 條文

友善列印

名稱	勞動基準法
修正日期	民國 107 年 01 月 31 日
法規類別	行政 > 勞動部 > 勞動條件及就業平等目

第 38 條 勞工在同一雇主或事業單位，繼續工作满一定期間者，應依下列規定給予特別休假：

一、六個月以上一年未滿者，三日。

二、一年以上二年未滿者，七日。

三、二年以上三年未滿者，十日。

四、三年以上五年未滿者，每年十四日。

五、五年以上十年未滿者，每年十五日。

六、十年以上者，每一年加給一日，加至三十日為止。

前項之特別休假期日，由勞工排定之。但雇主基於企業經營上之急迫需求或勞工因個人因素，得與他方協商調整。

雇主應於勞工符合第一項所定之特別休假條件時，告知勞工依前二項規定排定特別休假。

勞工之特別休假，因年度終結或契約終止而未休之日數，雇主應發給工資。但年度終結未休之日數，經勞雇雙方協商遞延至次一年度實施者，於次一年度終結或契約終止仍未休之日數，雇主應發給工資。

雇主應將勞工每年特別休假之期日及未休之日數所發給之工資數額，記載於第二十三條所定之勞工工資清冊，並每年定期將其內容以書面通知勞工。

勞工依本條主張權利時，雇主如認為其權利不存在，應負舉證責任。

司法解釋 判例 相關法規





# Regulations of Leave-Taking of Workers

## - Article 4

### 勞工請假規則 第四條

Amended 1 January 2018, Effective 1 March 2018

107年1月1號增訂，107年3月1號施行。



## Law

Article No Search

Print

Title Regulations of Leave-Taking of Workers [On](#)

Amended Date 2011.10.14

Category Ministry of Labor (勞動部)

Article 4 When a worker must receive medical service or rest on account of ordinary injury, sickness, or physical reasons, he shall be entitled to ordinary sickness leave according to the following provisions:

1. For the non-hospitalized, a total of less than thirty days in one year;
2. For the hospitalized, not exceeding one year;
3. The total of hospitalized and non-hospitalized sick leave shall not exceed one year;

when a worker diagnosed with cancer (including carcinoma in situ) or pregnancy with threatened abortion by physician, out-patient treatment period shall be included to hospitalized sick leave.

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.



### 條文

友善列印

名稱 勞工請假規則 [On](#)

修正日期 民國 100 年 10 月 14 日

法規類別 行政 > 勞動部 > 勞動條件及就業平等日

第 4 條 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：

- 一、未住院者，一年內合計不得超過三十日。
- 二、住院者，二年內合計不得超過一年。
- 三、未住院傷病假與住院傷病假二年內合計不得超過一年。

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。

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假給付未達工資半數者，由雇主補足之。

司法解釋 判 例 相關法規



Q & A



意見回饋

● 瀏覽人次統計 ● 本月瀏覽人次 ● 目前使用人次 ● 電子郵件訂閱人數  
386,087,396 2,110,257 3,241 149,212





# Added space for MECO chop 預留MECO印章的空間

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13.1 因勞工死亡或重傷被終止僱用時，甲方應立即將終止原因通知仲介公司和馬尼拉經濟文化辦事處-勞工中心。如勞工死亡，甲方應協助仲介和馬尼拉經濟文化辦事處將勞工遺體及私人財物運送返國。此相關費用若由甲方墊付，俟勞務給付後得扣除所墊付費用，餘款交付勞工家屬。勞工所應得之一切權益甲方應保證在最短之期間內給予該勞工或其受養人。

In case of an employment termination as a result of employee's death or serious injury, employer shall immediately inform the recruiter and MECO - Labor Center of the cause of termination. In case of employee's death, the employer shall assist the recruiter and Manila Economic and Cultural Office in the repatriation of the employee and his/her personal belongings to his/her country of origin. The employer shall pay the relevant expenses in advance and it shall be paid back to the employer upon receiving the compensation fee from the Labor Insurance. If there is a balance, it shall be remitted back to the employee's family.

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 若有未盡事宜，皆依台灣勞工法令辦理。

Other unspecified conditions shall be applied in accordance with Taiwan Labor laws and regulations.

13.4 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.

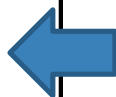
本合約經雙方及見證人簽妥，自\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日起生效。

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:



Added space for MECO chop  
預留MECO印章的空間



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- Please retain the original Forms.  
請維持預設版面列印勿自行調整  
and
  - Please print on one side only.  
並單面列印
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# THE VOLUNTARY INSURANCE PROGRAM

## 自願保險計畫

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**Republic Act (RA) 8042 as**

**依據菲律賓共和法第8042條及**

**Amended by RA 10022**

**RA法規10022條的修訂**

**Protection for Filipino Migrant Workers**  
**保障菲律賓移工**



# BENEFITS

福利補助

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## **ACCIDENTAL DEATH BENEFIT**

**意外死亡補助**

**US\$ 15,000.00**

## **NATURAL DEATH BENEFIT**

**一般死亡補助**

**US\$ 10,000.00**

## **PERMANENT TOTAL DISABILITY**

**永久性全失能補助**

**US\$ 7,500.00**

## REPATRIATION COST BENEFIT

遣返費用補助

Actual Cost 依實際費用計算

## SUBSISTENCE ALLOWANCE BENEFIT

生活津貼

US\$ 100.00/ MONTH X 6 MONTHS 美金100元/月 X 6個月

## MONEY CLAIMS BENEFIT

現金補助

US\$ 1,000.00/ MONTH X 3 MONTHS 美金1000元/月 X 3個月

## COMPASSIONATE VISIT BENEFIT

### 親人探訪補助

Actual Cost 依實際費用計算

## MEDICAL EVACUATION BENEFIT

### 醫療撤離補助

Actual Cost 依實際費用計算

## MEDICAL REPATRIATION BENEFIT

### 醫療遣返補助

Actual Cost 依實際費用計算

But...  
但是...

**This insurance is until the end of first  
contract only**

**保險在第一個契約結束時就會到期**

**(3 years-三年)**

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Under the NO EXIT POLICY,  
workers can be rehired without  
The need to exit from Taiwan.

由於期滿續聘政策，勞工不用返國可以直接  
續聘。

**We respect and see good effects of :**

**我們尊重並看到良好的效果**

**1**

**Filipinos work continuously in  
Taiwan. 移工可持續在台工作**

**2**

**Lesser training cost to employers.  
雇主可減少教育訓練費用**



Not good effects:  
不好的影響有：

➤ Worker loses insurance benefits  
移工失去保險福利補助

And 及

➤ Taiwan Agency and Employer assume  
cost of medical, repatriation and  
other expenses

台灣仲介及雇主需承擔醫療, 遣返及  
其他費用

# Basic Information on Voluntary Insurance Program

## 自願保險基本訊息

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**1**

**It is for re-hired Filipino Workers, specially  
Caretakers and Domestic Workers.**

**對象為續聘菲律賓移工，特別針對家庭看護工和家庭幫傭。**

**2**

**Employers are encouraged to pay cost: US\$ 216 for  
3 years or NT\$ 180 per month only.**

**雇主只需付每個月台幣180元或一次付清三年費用美金216元**

3

**Employer may choose Taiwan or  
Philippine Insurance Company**  
**雇主可選擇台灣保險公司或菲律賓保險公司**

4

**If Taiwan Insurance is chosen,  
benefits must be the same offered by Ph Insurance  
Companies**

**如果選擇台灣保險公司，其保險補助內容須和菲律賓保險公司一致。**

Please **inform** employers and companies  
煩請告知雇主

if type of Philippine Insurance  
would be renewed:  
如果菲律賓保險可以續保

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# Effects: 影響:



**Worker's family would benefit**  
移工的家人將會受惠

**and**



**Taiwan Agency and Employer will  
be saved from big expenses**  
台灣仲介和雇主也可省下龐大費用



# Examples

## 案例

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## Medical Repatriation 醫療遣返

### WITH Insurance 有保險

One Worker with spinal cord injury  
移工脊髓損傷

➤ Insurance Company supports  
preparation for repatriation.  
保險公司負責遣返費用

➤ And the estimated amount of  
NT\$ 580,000 repatriation cost will be paid  
by the Insurance Company. 保險公司支付  
遣返費用估計為台幣580,000元

➤ Worker stands to receive US\$ 7,500  
Permanent Disability Assistance.

移工仍可收到永久失能協助美金7500元

# Medical Repatriation 醫療遣返

WITHOUT Insurance  
無保險

One Worker with heart ailment  
移工有心臟疾病

Taiwan Agency and Ph Agency paid  
Nursing home, hospital bills, and  
repatriation cost of  
NT\$ 500,000

台仲和菲仲共同支付醫院、療養院、及遣返  
費用共台幣500,000元

## Repatriation of Human Remains 大體遣返

### WITH Insurance 有保險

One Filipino worker died last May 2018  
菲律賓移工於2018年5月過世

➤ NT\$ 200,000 cost of human remains repatriation  
was paid by the Insurance Company.  
保險公司支付大體遣返費用台幣200,000

➤ Family received death benefits of US\$ 15,000  
or NT\$ 460,000  
移工家人收到死亡補助美金15,000約台幣460,000

➤ Taiwan Agency and Employer need not  
advance repatriation cost  
台仲和雇主無須預付遣返費用

## Repatriation of Human Remains 大體遣返

WITHOUT Insurance  
無保險

One Filipino worker died last June 2018  
菲律賓移工於2018年6月過世

Cost of repatriation of human remains  
to Manila, then to Davao amounting to  
NT\$ 200,000 was paid by the  
**TAIWAN AGENCY .**

大體遣返至馬尼拉再到達沃市費用由台灣仲  
介支付共台幣200,000元





**Voluntary Insurance**  
**is therefore...**  
**所以自願保險是...**



# Good 讚

➤ For worker and his family  
對勞工和其家人

and

➤ For the Taiwan Agency and  
employer  
對台灣仲介和雇主



For list of Philippine Insurance Companies:  
菲律賓保險公司名單

## Insurance Commission 保險委員會

電話 (002) 639 523 8461~70  
網址 [www.insurance.gov.ph](http://www.insurance.gov.ph)

Please coordinate with your Philippine  
Partners.

請聯絡您的菲律賓仲介

# OTHER MATTERS

## 其他事項

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# Project MEConnect



MECO FB PAGE  
FOR ANNOUNCEMENTS  
AND UPDATES

請至MECO FB網頁 按讚  
有公告與最新訊息

Manila Economic & Cultural Office  
@MECO.official

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About  
Community  
Events  
Info and Ads  
Create a Page

Manila Economic & Cultural Office  
August 3

MECO Taiwan Service Schedule.  
Please share!

### MECO TAIWAN SERVICE SCHEDULE

PASSPORT		VISA	
<b>APPLICATION:</b>		<b>APPLICATION:</b>	
Monday - Thursday	9:00 AM - 4:30 PM	Monday - Thursday	9:00 AM - 4:30 PM
Friday	9:00 AM - 12:30 PM	Friday	9:00 AM - 12:30 PM
1 <sup>st</sup> & 3 <sup>rd</sup> Sunday	9:30 AM - 1:00 PM		
<b>RELEASING:</b>		<b>RELEASING:</b>	
Monday - Thursday	1:30 PM - 5:00 PM	Monday - Thursday	10:00 AM - 5:00 PM
1 <sup>st</sup> & 3 <sup>rd</sup> Sunday	9:30 AM - 1:00 PM	Friday	10:00 AM - 1:00 PM

LEGAL NOTARIAL ASSISTANCE TO NATIONALS	
Monday - Thursday	9:00 AM - 4:30 PM
Friday	9:00 AM - 12:30 AM
1 <sup>st</sup> & 3 <sup>rd</sup> Sunday	9:30 AM - 1:00 PM

For inquiries, please call us at:  
MECO Taipei: 02 2658 8825  
MECO Taichung: 04 2302 9080  
MECO Kaohsiung: 07 3985 935

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Ricky Ojales and 24 other friends like this or have checked in

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55 Zhouzi St., Neihu District  
Taipei, Taiwan  
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02 2658 8825  
Typically replies within a few hours  
Send Message

OWWA MEMBERSHIP

海外勞工福利保險



**EXPIRES EVERY TWO (2) YEARS**

**效期兩年**

# IMMEDIATELY REPORT 立即回報

Accidents  
Sickness  
or Death  
意外,重病 或  
死亡







# ANNOUNCEMENTS

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公告

# EXIT - REHIRE CONTRACT 續聘勞動契約 Old 舊

Document No. 申請文件編號:

Date Filed 送件日期:	Processed By MECO 經手人:	MLC Receipt No. 收據號碼:	
MOL Letter No. 核准函字號:	1060668573	Date Issued 發文日期:	
Work Category 職稱:		Number of Workers 申請勞工人數:	
Type of MOL Approval 核准函類別 期滿續聘 Expired renewal Contract		Salary 薪資 (NTD):	
Work Period 工作期限:	Year 年	Month 月	Day 日

## 期滿續聘文件請填寫聘可函號

01d

初次招募函 (B) -- 須附加入國引進許可函申請簽證

正本

7200693101 c3 -03

勞動部函

機關地址：10042 臺北市中正區中華路1段39號10樓  
代表號：(02)8995-6000

\*1060668573-016-000\*

郵遞區號：804

地址：高雄市鼓山區美術東四路289號8樓

受文者：台昌樹脂企業股份有限公司

發文日期：中華民國106年1月25日

MOL Letter No. 發文字號：勞動發事字第 1060668573

# NO EXIT - REHIRE CONTRACT 續聘勞動契約

## New 新

## 期滿續聘文件請填寫聘可函號

Document No. 申請文件編號:

Date Filed 送件日期:	Processed By MECO 經手人:	MLC Receipt No. 收據號碼:
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MOL Letter No. 核准函字號:	1071403065	Date Issued 發文日期:
Work Category 職稱:		Number of Workers 申請勞工人數:
Type of MOL Approval 核准函類別期滿續聘 Expired renewal Contract	Salary 薪資 (NTD):	
Work Period 工作期限:	Year 年	Month 月
	Day 日	

正本

7200693101 c3 -03

勞動部函

機關地址: 10042 臺北市中正區中華路1段39號10樓

代表號: (02)8995-6000

\*1071403065-004-000\*



核准文號: 1060668573

ORIGINAL  
RECRUITMENT  
LETTER

郵遞區號: 804

地址: 高雄市鼓山區美術東四路289號8樓

受文者: 台昌樹脂企業股份有限公司

發文日期: 中華民國107年3月20日

MOL Letter No. 發文字號: 勞動發事字第 1071403065 號

附件: 聘僱外國人名冊1份

# REHIRE/ TRANSFER CONTRACT

續聘/承接 勞動契約

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勞動契約第一頁請填寫完整移工資料。  
每一頁空白處請移工寫正楷名字,簽名+蓋  
手印。  
最後一頁乙方也請移工寫正楷名字,簽名+  
蓋手印。

## 續聘/承接 勞動契約

Employment Contract

第 3 頁

7.1 乙方因患病或非因工負傷，經治療無效，經市級以上勞動鑒定委員會或指定醫院證明，不能從事原工作，也不能從事由單位另行安排的工作，由單位按照規定辦理提前退休或退養，其待遇按國家有關規定辦理。若員工不願接受退養，則由單位按照《勞動法》及《勞動合同》的規定，與員工協商解除勞動合同。Employee who is unable to perform his/her original job or any other job assigned by the Employer after medical treatment, as certified by the Municipal Labour Dispute Mediation Committee or designated hospital, shall be terminated by the Employer according to the relevant provisions of the Labor Law and the Labor Contract. If the Employee does not accept the retirement, the Employer shall terminate the employment contract with the Employee after consulting with the Employee.

7.2 乙方因患病或非因工負傷，在單位規定的醫療期內不能從事原工作，也不能從事由單位另行安排的工作，由單位按照《勞動法》及《勞動合同》的規定，與員工協商解除勞動合同。For every year of service, the Employee shall be entitled to a seven (7) days special vacation that shall be paid in accordance with the relevant provisions of the Labor Law and the Labor Contract.

7.3 甲方在 15 日內通知乙方，自通知之日起 30 日內，將員工解僱通知書送交員工。Employee shall be notified by the Employer within 15 days of the termination of the employment contract. The Employer shall deliver the termination notice to the Employee within 30 days of the date of notification.

7.4 其他規定按照《勞動法》及《勞動合同》的規定辦理。Other provisions shall be handled according to the relevant Labor Laws and regulations.

第九條 ARTICLE IX 乙方的醫療保險和失業保險 The Employee shall be entitled to pay for pay leave not exceeding 30 days in one year.

第九條 ARTICLE IX 保險 INSURANCE

9.1 乙方在受僱期間的工作期間，其醫療和失業保險由單位按時向社會保險局繳納。During the employment, employees shall be covered by labor insurance, with inspection of premium and contribution rate, subject to the approval of the relevant authorities.

9.2 甲方為乙方繳納醫療保險三個月(或超過三個月)後，如乙方在單位工作時間超過三個月，則乙方應向單位繳納醫療保險費。In addition to labor insurance, Employee will provide Employee with a limit of HK\$30,000.00 per month, subject to the approval of the relevant authorities of the government.

9.3 如發生醫療保險費，則由單位和員工共同支付。Employee shall also be paid according to health insurance.

第十條 ARTICLE X 乙方的工作時間和加班時間 The Employee's working hours shall be determined by the Employer and shall conform to the relevant provisions of the Labor Law and the Labor Contract.

第十條 ARTICLE X 工作時間和加班時間 Working hours and overtime

10.1 乙方的工作時間應符合有關規定，且應符合有關勞工法律法規的要求。Employee agrees to accept Employer's supervision, orders and commands, to perform work assigned by Employer, to observe the Employer's safety and health rules, to maintain good manners, and to take good care of his/her work and the work of others.

第十條 ARTICLE X 工作時間和加班時間 Working hours and overtime

11.1 乙方在受僱期間，應遵守單位之各項規章制度，並遵守其僱用合同之規定。乙方的僱用合同應符合有關規定，且應符合有關勞工法律法規的要求。In the event the Employer terminates the employment contract with the Employee, the Employer may terminate this contract and repatriate his/her to his/her country of origin. Employee shall be responsible for his/her own transportation and assume the cost of round-trip airfare to and from his/her country of origin. The Employer may or may not reimburse the person pay the airfare to the Employee, however the Employer shall reimburse the fare to the person who paid it.

第十一條 ARTICLE XI 乙方的僱用合同和終止僱用合同及終止僱用合同之效果 THE EMPLOYMENT CONTRACT AND TERMINATION AND EFFECT OF CONTRACT

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11.22 乙方在受僱期間，應遵守單位之各項規章制度，並

[illegible]

# REHIRE/ TRANSFER CONTRACT

## 續聘/承接 勞動契約

Employment Contract

第 5 頁，共 5 頁

13.1 因勞工死亡或重傷致終止僱用時，甲方應立即將終止原因通知仲介公司和馬尼拉經濟文化辦事處-勞工中心。如勞工死亡，甲方應協助仲介和馬尼拉經濟文化辦事處將勞工遺體及私人財物運送返國。此相關費用若由甲方墊付，俟勞保給付後得扣除所墊付費用，餘款交付勞工家屬。勞工所應得之一切權益甲方應保證在最短之期限內給予該勞工或其受益人。

In case of an employment termination as a result of employee's death or serious injury, employer shall immediately inform the recruiter and MECO - Labor Center of the cause of termination. In case of employee's death, the employer shall assist the recruiter and Manila Economic and Cultural Office in the repatriation of the remains of the employee and his/her personal belongings to his/her country of origin. The employer shall pay the relevant expenses in advance and it shall be paid back to the employer upon receiving the compensation fee from the Labor Insurance. If there is a balance, it shall be remitted back to the employee's family.

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 若有未盡事宜，皆依台灣勞工法令辦理。

Other unspecified conditions shall be applied in accordance with Taiwan Labor laws and regulations.

13.4 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.

本合約經雙方及見證人簽妥，自 107 年 1 月 15 日起生效。

In witness whereof, the parties hereto have executed this Employment Contract this 15 day of

甲方簽署:

見證人簽署:

FOR WITNESS:

乙方簽署:

FOR EMPLOYEE



# OLD REPLACEMENT AFFIDAVIT

## 舊版遞補切結書

### Replacement Affidavit 遞補切結書

The company should pay for the round-trip airfare for the replacement worker.

公司需要負擔遞補勞工的來回機票費用。

Name of Company: 公司名稱 \_\_\_\_\_

Name of Employer: 雇主姓名 \_\_\_\_\_

CLA # 勞委會核准函號 \_\_\_\_\_

Date issued: 發文日期 \_\_\_\_\_

Work period as per CLA Letter: 勞委會核准函上的工作期限 \_\_\_\_\_

Company & Employer's Seals  
雇主大小章

Taiwan Manpower's Seal  
台灣仲介公司大小章

Note: 注意:

As a matter of policy, POEA does not approve contracts with work periods of less than one year. Therefore MECO will not verify employment contracts whose CLA replacement approval letter is less than one year.

由於政策上的關係，菲律賓海外就業署不同意驗證工作期間少於一年的勞動契約，因此，馬尼拉經濟文化辦事處將不會驗證勞委會遞補函上的工作期間少於一年的勞動契約。

- 若獲遞補為換早解約需另附上勞工局解約驗證證明

# NEW REPLACEMENT AFFIDAVIT

## 新版遞補切結書

29/09 2018 TUE 8:57 FAX

0001/001

### AFFIDAVIT 切結書

The company/ employer agrees to pay the round-trip airfare of the worker.  
公司/ 雇主同意支付非勞之往返機票。

Company Name 公司名稱：

Company President/ Employer 負責人/ 雇主姓名：

Citizen's ID No. 身分證字號：

MOL Approval No. 勞動部核准函號：

Date Issued 發文日期：

MOL Approved Work Period 勞動部核准工作期限：

Company Seals/ Employer's Signature & Seal 公司大小章/ 雇主簽章

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Taiwan Manpower Agency Seals 台灣仲介公司大小章

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Added space for MECO chop  
預留MECO印章的空間

# OEC and OWWA Requirements

## 海外就業證及海外福利保險檢附文件



Manila Economic  
and Cultural Office  
菲律賓駐台辦事處  
PHILIPPINE OVERSEAS LABOR OFFICE

### MECO LABOR CENTER ADVISORY

With reference to OEC and Renewal of OWWA membership applications, and in view of providing OFWs efficient and quality service, applicants are enjoined to comply with the following requirements:

#### A. OEC APPLICATION

Applicants with confirmed appointments will be served upon presentation of the following documents:

1. Re-entry Visa
2. Original Passport
3. Original Alien Residence Card
4. Latest Copy of Verified Employment Contract
5. Copy of E-Ticket

Applicants are also advised to bring a print out of their updated Information Sheet.

#### B. RENEWAL OF OWWA MEMBERSHIP (Every 2 Years)

1. Photocopy of Passport or Alien Residence Card
2. Latest Copy of Verified Employment Contract
3. Filled-up Information Sheet

*Because of Taiwan's "NO EXIT" policy for foreign workers, OFWs are advised to consistently renew their OWWA membership to avail OWWA benefits, programs and services to OFWs and their dependents.*

為了提升辦理海外就業證 (OEC) 及海外福利保險 (OWWA Membership) 的效率與品質，請於申辦時，依規定分別檢附下列文件：

#### A. 海外就業證 (OEC)

1. 重出入境簽證
2. 護照正本
3. 居留證正本
4. 最新認證的勞動契約影本
5. 電子機票

➤ 線上申請表—請務必列印出來

#### B. 海外福利保險 (OWWA Membership：兩年換證一次)

1. 護照或居留證影本
2. 最新認證的勞動契約影本
3. 書面申請表—請務必完成填寫

配合台灣對外國移工的“期滿續聘”政策，建議持續更新移工之保險資格，以便為移工及其家屬提供相關福利、計劃和服務；敬請遵守。

  
RUSTICO M. DELA FUENTE  
Director, MECO Labor Center-Kaohsiung

SEP 10 2018

MECO LABOR CENTER KAOHSIUNG

# OEC and OWWA Requirements

## 海外就業證及海外福利保險檢附文件

THIS FORM IS NOT FOR SALE



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF LABOR AND EMPLOYMENT  
OVERSEAS WORKERS WELFARE ADMINISTRATION



Please fill-out this form legibly.

### OFW INFORMATION SHEET

FOR OWWA USE ONLY:  
LAST PAYMENT OF OWWA CONTRIBUTION  
OR Number: \_\_\_\_\_  
OR Date: \_\_\_\_\_  
Validity: \_\_\_\_\_  
Verified by: \_\_\_\_\_

Date: \_\_\_\_\_

#### PERSONAL DATA

Last Name First Name Name Ext. (e.g.Jr.,III) Middle Name

Philippine Address: \_\_\_\_\_  
House No. Lot No. Block No. Phase No. Street Subdivision

Barangay Municipality/City Province Zip Code

Contact No.: \_\_\_\_\_ E-mail/Facebook: \_\_\_\_\_ Passport No.: \_\_\_\_\_

Birthdate: \_\_\_\_/\_\_\_\_/\_\_\_\_ Sex: \_\_\_\_\_ Religion: \_\_\_\_\_ Civil Status: \_\_\_\_\_  
MM DD YYYY

Highest Educational Attainment: \_\_\_\_\_ Course \_\_\_\_\_

#### CONTRACT PARTICULARS

Company Name: \_\_\_\_\_ Registration Cert. No. \_\_\_\_\_

Employer Name: \_\_\_\_\_ National ID No. \_\_\_\_\_

Address: \_\_\_\_\_

Tel No.: \_\_\_\_\_ Jobsite/Country: \_\_\_\_\_

Position: \_\_\_\_\_ Monthly Salary/Currency: \_\_\_\_\_ Contract Duration: \_\_\_\_\_

Name of Agency (if applicable): \_\_\_\_\_

#### LEGAL BENEFICIARIES/QUALIFIED DEPENDENTS

Name Relationship Date of Birth Address Contact No. /E-mail Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I hereby certify that the above information is true and correct.

\_\_\_\_\_  
Signature of Worker

# QUESTION AND ANSWER RECOMMENDATIONS

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問與答



# MECO LABOR CENTER IS YOUR FRIEND

菲勞中心是您的朋友

You are welcome any day, any time.

隨時歡迎拜訪

Thank You 謝謝!  
祝大家中秋佳節愉快!

