

附件二之一

駐○○○館（團處）僱用雇員僱用契約書中譯本（範例）

本契約書係中華民國駐○○○館(團處)(以下稱僱用者)與（下稱受僱者）同意簽訂於 20 年 月 日。

一、契約期限：本契約自 20 年 月 日起生效，有效期限為 1 年，期滿失效，無條件離職；若續僱用應另訂契約。

二、試用期限：受僱者於正式受僱工作前，將有三個月之試用時期。在試用期間內，如受僱者無法勝任其所受僱之工作，僱用者當可無條件解僱之。

三、工作日數及時間：受僱者每週需工作 5 天（40 小時），星期一至星期五，每日上午 8 時至 12 時，下午 1 時至 5 時。

四、工作內容：受僱者將擔任 及僱用者所賦予之任何適當性之工作。

五、薪俸：受僱者之薪俸將由僱用者於每月第 日以當地幣給付之。

六、加班費之給付：僱用者得要求受僱者加班，並給付加班費。加班費為正常薪之 倍計或以補休方式替代。

七、休假：受僱者於工作滿 1 年後得要求休假，休假期間並照常領取薪資。受僱者於工作滿 1 年次年起每年休假 天，受僱者於工作滿 3

年以上者，第 4 年起每年可休假 日。

八、病假：受僱者每年可有不超過 天之病假，但須公立醫院或合格
醫生出具證明。病假期間仍可照常領取薪資。

九、產假：受僱者可有 週之產假，產假期間仍可照常領取薪資。

十、社會保險金之繳付：受僱者與僱用者應依照當地政府社會保險法之
規定分別繳付受僱者之社會保險金。

十一、契約之終止：僱用者得因受僱者之不良行為或其他原因終止僱用，
並於 1 個月前以書面通知受僱者。受僱者亦可因私人原因要求終止
契約，惟必須於至少 1 個月前以書面通知僱用者。

本人瞭解並接受本契約內所列之各項條件，並願遵守之。

受僱者

簽字

僱用者

簽字

中 華 民 國 年 月 日於

AGREEMENT OF EMPLOYMENT

(Template)

This Agreement is made on the _____ day of _____, 20____, between _____ (hereinafter referred to as "the Employer") and _____ (hereinafter referred to as "the Employee").

It is agreed as follows:

1. DURATION OF AGREEMENT

This Agreement shall be effective from _____, 20____, and be in force for a period of one year. Upon expiration, the Agreement is invalid thereafter and with no condition reserved. A new Agreement should be signed by both sides to continue the employment.

2. PERIOD OF PROBATION

The first three months of the Employee's service shall be a probationary period, during which time the Employee's performance will be evaluated. This Agreement shall be terminated unconditionally if the Employee's job performance is deemed unsatisfactory.

3. EMPLOYEE'S HOURS

The Employee shall work forty hours a week, Mondays through Fridays, from 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m., daily.

4. DUTIES OF EMPLOYEE

The duties of the Employee shall include the usual duties of a _____ and other appropriate duties which the employer may call upon the Employee to perform.

5. SALARY

The Employee shall receive a monthly payment of _____ from the Employer on the _____ day of each month.

6. OVERTIME

The Employee, when required by the Employer to work overtime, shall be paid at the rate of _____ or quanted the same amount of time off.

7. VACATION LEAVE

The Employee shall be eligible for vacation leave with pay after one year of continuous service. After one and up to three years of continuous service, the vacation period shall be _____ working days per annum. After three years of continuous service, the vacation period shall be _____ working days per annum.

8. SICK LEAVE

The Employee shall be eligible to receive pay for periods of illness not exceeding _____ working days that are certified by a public hospital or qualified medical practitioner.

9. MATERNITY LEAVE

The Employee shall be entitled to maternity leave with pay for a maximum of _____ weeks.

10. SOCIAL SECURITY PAYMENT

The Employer and the Employee shall each pay the appropriate share of the Social Security deduction in accordance with Social Security Regulations enacted by the Government of _____.

11. TERMINATION OF EMPLOYMENT

The Employer reserves the right to terminate the service of the Employee due to the Employee's misconduct or unsatisfactory performance. The Employer shall send notice to the Employee one month in advance.

The Employee may terminate employment for personal reasons, and should notify the Employer at least one month in advance.

I, _____
referred to above as "the
Employee", do hereby confirm
that I have read, understood and
accepted the terms and conditions
of my Agreement of Employment
and have retained a copy of this
Agreement.

Employer

Employee

Signed on the _____ day of _____, 20____, in _____