

臺灣雇主與境外僱用外籍船員勞動契約範本

立契約書人：

【甲方】（臺灣雇主）

雇主姓名：.....

聯絡地址：.....

.....

聯絡電話：.....

【乙方】

船員姓名：.....

身分證或護照號碼：.....

聯絡地址：.....

.....

聯絡電話：.....

甲方僱用乙方（身分證或護照號碼：_____）
擔任_____號漁船（CT__-_____）_____職務，從
事海上漁撈作業及漁撈作業有關事務，雙方同意訂定本契
約，契約條款如下：

第一條 契約期限

- 一、本契約期間自西元____年__月__日起至西元____年
__月__日止。
- 二、本契約期滿前雙方同意續約，並經雙方同意及辦理相
關手續後，以書面另行商定。
- 三、若漁船已在海上作業，期間跨越本契約期限，契約期
限自動順延至本航次作業結束。

第二條 乙方工資、福利及給付方式

- 一、乙方每月工資為（幣別）_____元，工作不足
一個月者，按實際工作天數計算工資，日工資標準為
實得月工資的三十分之一。
- 二、實得工資由甲方直接或透過_____（仲介公司）
轉交乙方指定之人員。
- 三、在契約期限內，非因乙方本身因素，如漁船修繕、停
泊及氣候等原因造成的停工，甲方照常給付工資。
- 四、乙方自離開當地國之日起，至返國之日止，由甲方提
供交通及食宿費用。
- 五、甲方如自願性給予乙方下列獎勵金或獎品，乙方應在
收據上簽收。
(項目)：獎品或新臺幣_____元
(項目)：獎品或新臺幣_____元
(項目)：獎品或新臺幣_____元

第三條 乙方勞動契約期間人身意外險及醫療

- 一、 甲方應為乙方投保人身意外險，人身意外險保額：新臺幣_____元（保險額度應符合外籍船員來源國保險規範，但不得低於新臺幣 50 萬元）。
- 二、 乙方因執行職務意外傷害或患病，甲方需負責及時就近安排治療，並負責醫療費及其他費用，經相關醫療機構證明無法正常工作其發生公傷及療養期間，甲方按月支付乙方勞動契約所定月工資，療養期間醫療費用及工資之支付依醫療機構開立之診斷證明，由雙方議定，最長不超過 3 個月。
- 三、 乙方非因執行職務遭受意外傷害或因本身導致傷病，甲方僅負責及時安排治療之費用。

第四條 交通費

- 一、 乙方自離開當地國至服務漁船，及勞動契約期滿後自服務漁船返國的交通費用由甲方負擔。
- 二、 乙方於受僱期間因違反當地法令，經相關部門查證屬實要求送返，返程交通費由乙方負擔。
- 三、 因甲方因素提前終止契約，乙方返程交通費由甲方負擔；因乙方因素提前終止契約，其返程交通費由乙方負擔。
- 四、 乙方因執行職務意外傷害或患病，在接受治療後短期內無法治癒，返國的交通費由甲方負擔。

第五條 工作時間、休息及休假

- 一、 漁船於作業時，船長應合理安排工作時間，由雙方議定之，每日工作不得超過____小時，每日連續休息時間至少____小時。（得依漁業種類工作特性不同分別明訂之）
- 二、 因天災、事變或突發事件必須工作時間（雙方議定工

作時間以外工作者，甲方得延長工作時間，按平日每個小時工資加倍給付工資，並甲方應於事後補給乙方以適當之休息。

- 三、實行輪班制或其工作，有連續性或緊急性者，雇主得在工作時間內，另行調配其休息時間。如有超時工作或晝夜輪班需要時，在乙方身體狀況許可應配合甲方要求。(但事後應安排補休)
- 四、漁船前往漁區作業前，船長應安排外籍船員輪流休息及休假。
- 五、外籍船員每月至少應有4日休息，並由船長視漁海況條件自行調整之。
- 六、外籍船員因宗教需求，每年得特別休假____日。

第六條 甲方應提供乙方勞動保護及福利事項如下：

- 一、漁船因故必須在其他國家（地區）靠港時，須保證乙方的人身安全和進出港手續的合法性。
- 二、應尊重乙方人格、生活習慣，保障乙方的人身安全及勞動權益；不得要求乙方從事危害人身安全和身心健康的工作。
- 三、提供乙方在船上與同船同等職務船員的相同福利及勞動保護。
- 四、應免費提供乙方從事漁撈作業所需之個人裝備。
- 五、應確保出海作業時漁船救生設備完好和齊全。
- 六、應為乙方向相關部門申訴提供便利條件。
- 七、乙方在受僱期間，因執行職務致傷病無法立即治癒或死亡，甲方須將乙方或其遺骸及其私人財物送返交付乙方指定之人員，並負擔送返費用。
- 八、乙方遭受意外傷害或患病，甲方須負責及時就近安排治療，並墊付醫療費及其他費用，治療期間支付乙方

工資；倘乙方經相關醫療機構證明短期內無法正常工作，甲方得提前解約。

九、對因甲方或其所授權的船長在經營過程中，因以下行為而造成乙方人身傷害，保險機構作為除外責任，所發生的相關費用應全部由甲方負擔：

- (一) 因涉及違規及違法行為，導致漁船沒收、扣押，船員被監禁或拘留；
- (二) 因涉及非法人口販運、體罰毆打或虐待漁船船員等違規及違法行為；
- (三) 其他涉及違反國際漁業規範或違反國內外法令之行為。

第七條 乙方應遵守事項：

- 一、履行與甲方所簽訂的契約。
- 二、服從甲方及船長的合理指揮監督。
- 三、遵守當地的法令，並尊重工作當地風俗習慣。
- 四、不得有挾持或要挾人員、打架鬥毆、破壞公物、吸毒、聚眾賭博、酗酒、罷工、怠工、擅離職守、藉故不隨船出海、故意毀損漁船漁具等行為；如因乙方故意行為造成個人裝備損壞，乙方應自行負擔換新費用。
- 五、不得攜有任何兇器或槍枝彈藥、毒品。
- 六、不得有脫逃行為，倘因違反當地法令，其返程交通費由乙方負擔。
- 七、乙方在受僱期間，因自身原因提前解約，應經甲方同意。
- 八、受僱期間內，未依規定辦理完成轉船手續前，不得以任何藉口和理由轉船或跳船到其他漁船上工作。

第八條 違約處理

- 一、在僱用期間，甲方因自身原因提前解約者，應支付乙方實際工作時間之工資、負擔返程交通費。若乙方轉船時，甲方無須給予經濟補償，但應支付乙方等待轉船期間的工資、保險費、食宿費等，直至乙方與新船主的僱傭關係生效為止。倘乙方非因執行職務致傷病無法繼續工作，甲方可以無償提前解約。
- 二、甲、乙任何一方違反本契約第六條、第七條規定者，對可歸責於任何一方的故意或重大過失行為造成對方損失，經勞雇雙方協商確定補償金額後，應補償對方之損失。

第九條 爭議處理

- 一、雙方因履約所生爭議，應依法令及契約規定，考量公共利益及公平合理，本誠信和諧，盡力協調解決之。可透過臺灣 1955 外籍勞工 24 小時諮詢保護專線申訴協助。
- 二、自協調開始逾 30 日尚未能達成協議者，得向各縣市政府地方勞工主管機關申請調解或提出申訴，或提起民事訴訟。
- 三、雙方因履約而生爭議後，關於履約事項，應依下列原則處理：
 - (一)與爭議無關或不影響之部分應繼續履約。但經甲方同意者不在此限。
 - (二)乙方因爭議而暫停履約，其因爭議結果被認定無理由者，不得就暫停履約之部分要求延長履約期限或免除契約責任。
- 四、本契約雙方同意以中華民國法律為準據法，並以臺灣_____（宜蘭、高雄、屏東）地方法院為第一審管轄法院。

第十條 其他

本契約中英文(中文及雙方合意之文字)各一式2份，由甲、乙雙方各執1份，若文字之解釋有歧異時，以中文為準。。

甲方簽章：..... 乙方簽章：.....

西元年.....月.....日

Employment Contract between Taiwanese Employer and Foreign Crew Member (Sample)

Parties to this Contract:

Party A (Taiwanese Employer)

Name of Employer:

Mailing Address:

.....

Telephone Number:

Party B

Name of Crew Member:

National Identification Card No. or Passport No.:

Mailing Address:

.....

Phone Number:

Party A hereby employs Party B (number of national identification card or passport: _____) as a crew member of the fishing vessel (CT - _____) to conduct fishing operations and perform duties related to fishing operations. Both Parties agree to enter into this contract under the terms and conditions as set out below:

Article 1
Contract Period

1. This contract shall commence on _____(day)_____(month)_____(year) and expire on _____(day)_____(month)_____(year).
2. Prior to the expiration of this contract, in the event that both Parties agree to renew this contract and complete relevant procedures as agreed upon, the renewal of the contract shall be made in writing.
3. In the event that this contract expires while the fishing vessel is still operating at sea, the expiration date of this contract shall be automatically extended to the completion date of the trip.

Article 2
Wage, Benefits and Payment for Party B

1. Party B's monthly wage shall be (currency)_____. In the event that the period of work exercised by Party B is less than one month, Party B's wage of that month shall be calculated based on the number of days worked. Daily wage shall be one-thirties of the monthly wage.
2. Party A shall give Party B's net wage to the person designated by Party B either directly or indirectly through _____ (name of employment agency).
3. During the valid period of this contract, in case of suspension of work due to reasons not attributable to Party B, such as vessel maintenance, berthing or the weather, Party A shall pay wage to Party B normally.
4. Party A shall bear the costs of transportation and accommodation for Party B from the day of Party B's departure from to the day of return to his country.
5. In the event that Party A voluntarily gives Party B a bonus or prize, Party B shall sign a receipt.

(Item): Prize or NT\$_____ dollars.

(Item): Prize or NT\$_____ dollars.

(Item): Prize or NT\$_____ dollars.

Article 3
Personal Accident Insurance and Health Care for Party B during Contract Period

1. Party A shall take out a personal accident insurance policy on Party B with a coverage of NT\$_____ dollars (The coverage shall conform to insurance requirements in Party B's country, but shall not be less than NT\$ 500,000 dollars).
2. In the event that Party B is injured accidentally or becomes ill due to performance of duties, Party A shall be responsible for promptly arranging Party B to receive medical treatment at the nearest possible place and shall bear the medical cost and other costs incurred. If Party B is certified unable to work normally by relevant medical facilities, Party A shall pay Party B monthly wage as set out in this contract every month and shall pay the medical cost during Party B's treatment for a period of not exceeding three months, subject to the agreement reached by both Parties based on medical certificates issued by relevant medical facilities.
3. In the event that Party B is injured accidentally or becomes ill due to reasons not attributable to performance of duties or due to personal reasons, only costs incurred by prompt arrangements of medical treatment shall be borne by Party A.

Article 4
Transportation Costs

1. Party A shall bear the transportation cost for Party B to leave his country for the fishing vessel and the transportation cost for Party B to return to his country from the fishing vessel after expiration of this contract.
2. In the event that Party B is subject to repatriation due to violation of local laws and regulations verified by relevant competent authorities, Party B shall bear the transportation cost incurred by repatriation.
3. In case of termination of this contract due to reasons attributable to Party A, Party A shall bear the transportation cost for Party B to return to his country; whereas, in case of termination of this contract due to reasons attributable to Party B, Party B shall bear the transportation cost for return to his country.
4. In the event that Party B is unable to recover from injuries or illness caused by performance of duties in a short-term period after receiving medical treatment, Party A shall bear the transportation cost for Party B to return to his country.

Article 5
Working Hours, Rest Period and Leave

1. During fishing operations, the captain of the fishing vessel shall arrange reasonable working hours in consultation with Party B. The working hours

per day shall not exceed ____ hours. Party B shall be entitled to a rest period of at least _____ consecutive hours per day. (Rest period may be determined based on the operational characteristics of each fishery).

2. In the event that overtime (time in excess of working hours as agreed upon by both Parties) is needed due to natural disasters, incidents or unexpected events, Party A may extend working hours of Party B. Party A shall pay Party B for overtime at the rate of double hourly wage and give Party B a due compensatory rest period after working overtime.
3. In the event that rotating shift work is implemented or the work is of a continuous or urgent nature, the employer may reschedule Party B's rest periods during work. In the event that overtime or day and night shift is required, Party B shall do so at the request of Party A provided he is in physical condition suitable for work; however, compensatory rest period shall be arranged for Party B after working overtime.
4. Before the fishing vessel proceeds to the fishing area to conduct fishing operations, the captain of the fishing vessel shall arrange foreign crew members to take rest and leave in rotation.
5. Foreign crew members shall be entitled to at least 4 days of rest each month; however, the captain of the fishing vessel may adjust the number of rest days, taking into account fishing and oceanographic conditions.
6. Foreign crew members shall be entitled to special leave of _____ days per year for religious reason.

Article 6

The Following Labor Protection and Benefits that Party A shall Provide to Party B

1. In the event that the fishing vessel needs to enter a port under the jurisdiction of another country for some reason, Party A shall ensure Party B's safety and the procedures for port entry and departure are legally fulfilled.
2. Party A shall respect the personality, habits and customs of Party B as well as ensure Party B's safety, working rights and labor interests. Party A shall not require Party B to perform work that endangers his safety and health physically and mentally.
3. Party A shall provide Party B with benefits and labor protection equivalent to that received by other crew members in the same capacity on board the fishing vessel.
4. Party A shall provide necessary personal equipment for conducting fishing operations to Party B free of charge.
5. Party A shall ensure the life-saving equipment on board the fishing vessel is in good condition and fully in place while the fishing vessel is at sea.

6. Party A shall provide convenient conditions for Party B to file complaints to relevant competent authorities.
7. In the event that Party B is unable to recover shortly or passes away from injuries or illness caused by performance of duties during the period of employment, Party A shall be responsible for delivering Party B or his remains and personal belongings to the person designated by Party B and bear the delivery cost.
8. In the event that Party B is injured accidentally or becomes ill, Party A shall be responsible for promptly arranging Party B to receive medical treatment at the nearest possible place and shall make advance payment of medical cost and other costs incurred in advance. During the period of treatment, Party A shall pay Party B wage normally. In the event that Party B is certified unable to return to work normally in a short-term period by relevant medical facilities, Party A may terminate this contract prior to its expiration.
9. In the event that the following activities exercised by Party A or the captain authorized by Party A in the operation process causes personal injury or damage to Party B , Party A shall bear all relevant costs incurred, whereas the insurance facility shall be exempted from the liability.
 - (1) Involvement in any violation of regulations or illegal actions that result in confiscation, seizure of fishing vessel, or imprisonment or detention of crew members;
 - (2) Involvement in violation of regulations or illegal activities including human trafficking, corporal punishment or abuse of crew members;
 - (3) Involvement in any other activity in violation of international fisheries instruments or domestic or foreign laws and regulations.

Article 7
Requirements that Party B shall Comply with

1. To fulfill this contract made with Party A.
2. To obey reasonable instructions and supervision from Party A and the captain of the fishing vessel.
3. To comply with local laws and regulations, and respect local customs of the workplace.
4. Shall not abduct or threaten people, fight each other, damage public property, take drugs, assemble people to gamble, have alcoholic dependence, take the action of strike, be negligent of duty, be absent from work at will, make excuses to evade embarkation on fishing vessel, intentionally damage the fishing vessel or fishing gear. In the event that Party B's personal equipment is damaged due to his intentional conduct, Party B shall bear the cost of renewing his personal equipment.

5. Shall not possess weapons, firearms, bullets or drugs.
6. Shall not attempt to run away. In case of repatriation due to the violation of local laws and regulations, Party B shall bear the transportation cost incurred by repatriation.
7. In the event that Party B intends to terminate this contract due to personal reason during the period of employment, such termination shall be agreed by Party A.
8. During the period of employment, in the event that required procedures for the transfer of Party B to another vessel have not been completed, Party B shall not transfer or run away to work on another fishing vessel on the ground of any excuse or any reason.

Article 8 Breach of Contract

1. Where Party A terminates this contract due to reasons attributable to Party A, Party A shall pay wage to Party B based on time worked and bear the transportation cost for Party B to return to his country. If Party B is scheduled to transfer to another fishing vessel after termination of this contract, Party A shall not be required to pay compensation to Party B; however, during Party B's waiting period for transfer, Party A shall pay wage to Party B as well as insurance premium and accommodation costs for Party B until his new employment contract with the new vessel owner enters into force. In the event that Party B is unable to resume working due to reasons not attributable to performance of duties, Party A may terminate this contract without giving compensation to Party B.
2. Where either Party's breach of Article 6 or Article 7 of this contract due to willful misconduct or gross negligence causes loss to the other Party, the Party which committed the breach shall pay compensation as agreed upon by negotiations with the other Party.

Article 9 Dispute Resolution

1. In case of any disputes arising from performance of this contract, both Parties shall endeavor to resolve the dispute in accordance with applicable laws and regulation as well as terms and conditions of this contract, taking into account public interest and fairness and reasonableness, as well as in good faith and in a harmonious manner. Compliant assistance may be reached at the 1955-24-Hour Counseling and Protection Hotline for Foreign Workers.
2. In the event that both parties fail to resolve the dispute over 30 days after commencement of negotiation, an application for mediation may be submitted to the local competent authorities in charge of labor affairs of municipal/city governments or county governments, or a civil lawsuit may

be filed.

3. In case of disputes arising from the execution of this contract between the two Parties, this contract shall be executed based on the following principles:
 - (1) Execution of this contract in terms of any part not related to or not affected by the dispute shall continue, unless otherwise agreed by Party A.
 - (2) Where Party B suspends execution of this contract due to the dispute and his grounds for the dispute are determined unjustified by the resolution outcome, Party B shall not ask to extend the valid period of any part of this contract covered by the suspension or to be exempted from the responsibilities or liabilities under this contract.
4. Both Parties agree that this contract shall be governed by the laws and regulations of the Republic of China, and that the Taiwan _____ (Yilan, Kaohsiung, Pingtung) District Court shall be the court of first instance.

Article 10
Other

This contract is done in Chinese and English respectively. Each Party keeps a counterpart of each version. In case of any discrepancies in interpretation of the two texts, the Chinese text shall prevail.

Party A:(Signature) Party B:(Signature)

Date: _____(day) _____(month) _____(year)