

正本

檔 號：

保存年限：



交通部航港局 函

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受文者：中華民國船長公會

發文日期：中華民國109年12月16日

發文字號：航員字第1091910649B號

速別：普通件

密等及解密條件或保密期限：

附件：如說明

主旨：配合二〇〇六年海事勞工公約(MLC)二〇一八年修正案，修正船員定期僱傭契約範本第五條一案，請轉知所屬會員，請查照。

說明：

- 一、依據交通部109年11月23日交航(一)字第10998002461號公告辦理(如附件1)。
- 二、配合海事勞工公約2018年修正案強制性規定，修正船員定期僱傭契約範本第5條及修正條文對照表(如附件2、3)。

正本：中華民國海運聯營總處、中華民國託運人協會、中華民國輪船商業同業公會全國聯合會、中華民國船務代理商業同業公會全國聯合會、中華民國貨櫃儲運事業協會、中華海員總工會、中華民國船長公會、台北市海運承攬運送商業同業公會、臺北市船務代理商業同業公會、花蓮縣船務代理商業同業公會、台灣郵輪產業發展協會、社團法人台灣國際郵輪協會、高雄市國內輪船商業同業公會、高雄市國際輪船商業同業公會、高雄市船務代理商業同業公會、基隆市國內輪船商業同業公會、基隆市船務代理商業同業公會、基隆市國際輪船商業同業公會、臺灣省船務代理商業同業公會聯合會、臺灣省國內輪船商業同業公會聯合會、臺北市輪船商業同業公會、臺中市船務代理商業同業公會、臺東縣國內船舶運送商業同業公會、臺灣港務股份有限公司、光正遊覽交通有限公司、東北航運有限公司、東湧船舶運輸股份有限公司、環興航運股份有限公司、大有海運股份有限公司、大順輪船股份有限公司、浯江輪渡有限公司、新華航業股份有限公司、馬祖連江航業有限公司、合富海運股份有限公司、大榮海運股

份有限公司、台金航運股份有限公司、嘉和海運股份有限公司、嘉明海運股份有限公司、大和航業股份有限公司、全富海運股份有限公司、金廈海運股份有限公司、長一航運股份有限公司、坤龍航運股份有限公司、長億海運股份有限公司、滿天星航運股份有限公司、德威航運股份有限公司、鴻順興海運股份有限公司、金安航運股份有限公司、海洋海運股份有限公司、龍美航運股份有限公司、慶豐航運股份有限公司、建昌航運股份有限公司、承億海運股份有限公司、佶星航運股份有限公司、百麗航運股份有限公司、金祥富國際船務代理股份有限公司、烟霖企業股份有限公司、建廣航運股份有限公司、海上明珠國際開發股份有限公司、南北海運股份有限公司、金東洋海上遊樂股份有限公司、禹興航運股份有限公司、協力昇海運股份有限公司、東引船舶運輸股份有限公司、聖恩航運股份有限公司、福馬海運股份有限公司、東連船務代理股份有限公司、北金投資股份有限公司、大慶船務代理有限公司、馬祖船務代理股份有限公司、金馬船務代理有限公司、南星航運股份有限公司、桐甫企業股份有限公司、吉義船務代理有限公司、金夏裝卸承攬股份有限公司、一順船務有限公司、遠欣船務代理股份有限公司、合順船務代理股份有限公司、連歲船務代理有限公司、程洋國際有限公司、和平船務代理有限公司、全國船務代理有限公司、儒馨船務代理有限公司、展鴻報關有限公司、翔贊航運股份有限公司、吉興國際有限公司、協成船務有限公司、豐霖海運股份有限公司、鎧懋通商有限公司、成功船運有限公司、九揚船務代理有限公司、新銳船務代理有限公司、台灣離岸風電產業協會、長榮海運股份有限公司、陽明海運股份有限公司、萬海航運股份有限公司、台塑海運股份有限公司、裕民航運股份有限公司、中鋼運通股份有限公司、協榮航業股份有限公司、友聖航運股份有限公司

副本：本局北部航務中心、中部航務中心、南部航務中心、東部航務中心

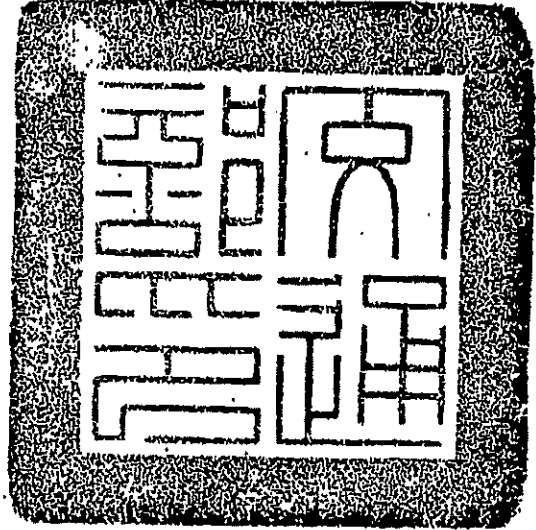
局長 葉協隆

正本

檔 號：
保存年限：

交通部 公告

發文日期：中華民國109年11月23日
發文字號：交航（一）字第10998002461號



主旨：公告採用「二〇〇六年海事勞工公約(MLC)二〇一八年修正案」，並自中華民國一百零九年十二月二十六日生效。

依據：船員法第八十九條。

公告事項：公告採用「二〇〇六年海事勞工公約(MLC)二〇一八年修正案」，並自中華民國一百零九年十二月二十六日生效。

部長 林佳龍



International Labour Conference Conférence internationale du Travail

AMENDMENTS OF 2018 TO THE CODE
OF THE MARITIME LABOUR CONVENTION, 2006,
AS AMENDED (MLC, 2006),
APPROVED BY THE CONFERENCE
AT ITS ONE HUNDRED AND SEVENTH SESSION,
GENEVA, 5 JUNE 2018

AMENDEMENTS DE 2018 AU CODE
DE LA CONVENTION DU TRAVAIL MARITIME, 2006,
TELLE QU'AMENDÉE (MLC, 2006),
APPROUVÉS PAR LA CONFÉRENCE
À SA CENT SEPTIÈME SESSION,
GENÈVE, 5 JUIN 2018

**AMENDMENTS OF 2018 TO THE CODE
OF THE MARITIME LABOUR CONVENTION, 2006,
AS AMENDED (MLC, 2006)**

**Amendment to the Code of the MLC, 2006,
relating to Regulation 2.1**

Standard A2.1 – Seafarers' employment agreements

Insert a new paragraph 7:

7. Each Member shall require that a seafarer's employment agreement shall continue to have effect while a seafarer is held captive on or off the ship as a result of acts of piracy or armed robbery against ships, regardless of whether the date fixed for its expiry has passed or either party has given notice to suspend or terminate it. For the purpose of this paragraph, the term:

- (a) *piracy* shall have the same meaning as in the United Nations Convention on the Law of the Sea, 1982;
- (b) *armed robbery against ships* means any illegal act of violence or detention or any act of depredation, or threat thereof, other than an act of piracy, committed for private ends and directed against a ship or against persons or property on board such a ship, within a State's internal waters, archipelagic waters and territorial sea, or any act of inciting or of intentionally facilitating an act described above.

**Amendment to the Code of the MLC, 2006,
relating to Regulation 2.2**

Standard A2.2 – Wages

Insert a new paragraph 7:

7. Where a seafarer is held captive on or off the ship as a result of acts of piracy or armed robbery against ships, wages and other entitlements under the seafarers' employment agreement, relevant collective bargaining agreement or applicable national laws, including the remittance of any allotments as provided in paragraph 4 of this Standard, shall continue to be paid during the entire period of captivity and until the seafarer is released and duly repatriated in accordance with Standard A2.5.1 or, where the seafarer dies while in captivity, until the date of death as determined in accordance with applicable national laws or regulations. The terms *piracy* and *armed robbery against ships* shall have the same meaning as in Standard A2.1, paragraph 7.

**Amendment to the Code of the MLC, 2006,
relating to Regulation 2.5**

Guideline B2.5.1 – Entitlement

Replace paragraph 8 by the following:

8. The entitlement to repatriation may lapse if the seafarers concerned do not claim it within a reasonable period of time to be defined by national laws or regulations or collective agreements, except where they are held captive on or off the ship as a result of acts of piracy or armed robbery against ships. The terms *piracy* and *armed robbery against ships* shall have the same meaning as in Standard A2.1, paragraph 7.

**AMENDEMENTS DE 2018 AU CODE
DE LA CONVENTION DU TRAVAIL MARITIME, 2006,
TELLE QU'AMENDÉE (MLC, 2006)**

**Amendement au code de la MLC, 2006,
concernant la règle 2.1**

Norme A2.1 – Contrat d'engagement maritime

Insérer un nouveau paragraphe 7, comme suit:

7. Tout Membre exige qu'un contrat d'engagement maritime continue à produire ses effets lorsque, à la suite d'actes de piraterie ou de vols à main armée à l'encontre des navires, le marin est tenu en captivité à bord du navire ou ailleurs, même si la date fixée pour son échéance est passée ou que l'une ou l'autre partie a notifié sa suspension ou résiliation. Aux fins du présent paragraphe, l'expression:

a) *piraterie* s'entend au sens de la Convention des Nations Unies sur le droit de la mer de 1982;

b) *vols à main armée à l'encontre des navires* désigne tout acte illicite de violence, de détention ou de déprédation, ou menace de tels actes, autre qu'un acte de piraterie, commis à des fins privées contre un navire, ou contre des personnes ou des biens à son bord, dans les eaux intérieures, les eaux archipélagiques ou la mer territoriale d'un Etat, ou tout acte ayant pour but d'inciter à commettre un acte défini ci-dessus ou commis dans l'intention de le faciliter.

**Amendement au code de la MLC, 2006,
concernant la règle 2.2**

Norme A2.2 – Salaires

Insérer un nouveau paragraphe 7, comme suit:

7. Lorsque, à la suite d'actes de piraterie ou de vols à main armée à l'encontre des navires, un marin est tenu en captivité à bord du navire ou ailleurs, le salaire et autres prestations prévus dans son contrat d'engagement maritime, la convention collective ou la législation nationale applicables continuent de lui être versés, et les virements prévus continuent d'être effectués, conformément au paragraphe 4 de la présente norme, pendant toute la période de captivité, jusqu'à ce que le marin soit libéré et dûment rapatrié, conformément à la norme A2.5.1 ou, lorsque le marin décède pendant sa captivité, jusqu'à la date de son décès telle que déterminée conformément à la législation nationale applicable. Les expressions *piraterie* et *vols à main armée à l'encontre des navires* ont la même signification qu'au paragraphe 7 de la norme A2.1.

**Amendement au code de la MLC, 2006,
concernant la règle 2.5**

Principe directeur B2.5.1 – Conditions des droits au rapatriement

Remplacer le paragraphe 8 par ce qui suit:

8. Le droit au rapatriement peut expirer si le marin intéressé ne le revendique pas dans un délai raisonnable défini par la législation nationale ou les conventions collectives, sauf lorsque le marin est tenu en captivité à bord du navire ou ailleurs, à la suite d'actes de piraterie ou de vols à main armée à l'encontre des navires. Les expressions *piraterie* et *vols à main armée à l'encontre des navires* ont la même signification qu'au paragraphe 7 de la norme A2.1.

The foregoing is the authentic text of the Amendments duly approved by the General Conference of the International Labour Organization during its One hundred and seventh Session which was held at Geneva and declared closed the eighth day of June 2018.

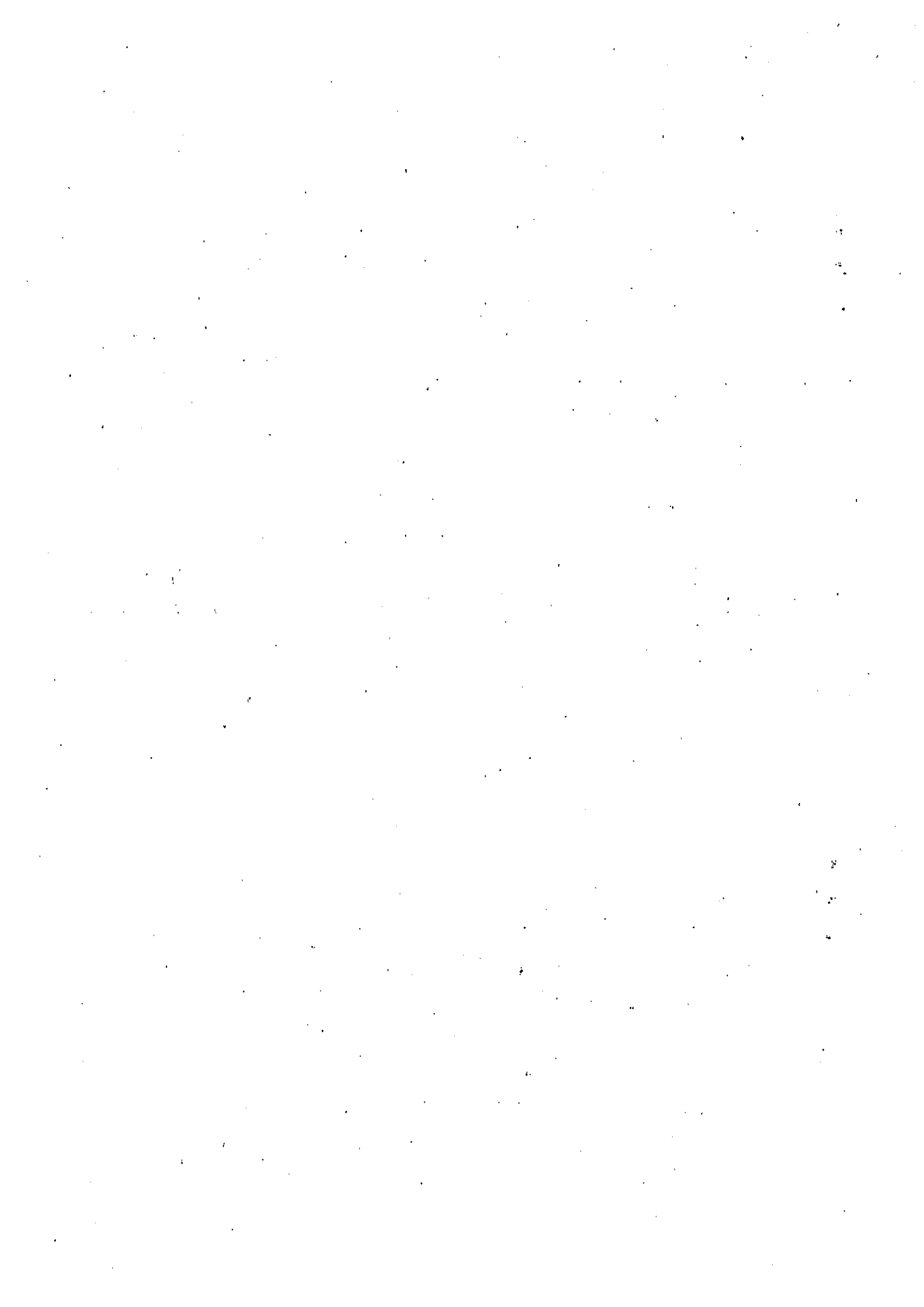
IN FAITH WHEREOF we have appended our signatures this day of June 2018.

Le texte qui précède est le texte authentique des amendements dûment approuvés par la Conférence générale de l'Organisation internationale du Travail dans sa cent septième session qui s'est tenue à Genève et qui a été déclarée close le huitième jour de juin 2018.

EN FOI DE QUOI ont apposé leurs signatures, ce
jour de juin 2018:

*The President of the Conference,
La Présidente de la Conférence,*

*The Director-General of the International Labour Office,
Le Directeur général du Bureau international du Travail,*



船員定期僱傭契約範本 (本契約範本係交通部航港局依據船員法第十三條之規定訂定)

Fixed Term Employment Contract for Employing Seafarers

(The exemplar of employment contract is prescribed by the MOTC in accordance with Article 13 of the Seafarer Act)

第一條 本契約經 _____ 公司 (以下簡稱甲方) 與受僱船員 (以下簡稱乙方) 雙方基於誠實信用、公平對等原則同意簽訂, 並由乙方法定繼承人連署。

本契約未規定事項, 依據船員法及其他有關法令辦理。如該項有關法令修正時, 從其修正後之規定。甲方與乙方於本契約以外所為之約定或乙方對甲方所作之承諾, 與法令抵觸或與本契約抵觸者, 均不生效力。

遇有集體談判協定, 且該協定屬團體契約法所稱之團體協約時, 應優先適用。

Article 0 1 This agreement is entered into by _____ (Hereinafter referred as "Party A"), and Seafarer (Hereinafter referred as "Party B"); Both parties, and the statutory successor, in line with the principles of honesty, trust worthiness, fairness, and equality, agree to sign this contract and countersign by the statutory successor of Party B.

Any matter or event not provided in the context of this Contract shall be governed by and interpreted in accordance with the Seafarer Act and other relevant regulations. However, if the regulations have specific amendments, such amendments shall prevail after getting the approval of the competent authorities.

Any additional agreements between Party A and Party B, or the promises given by Party B which are not included in the initial contract shall become invalid if contradictory to laws and the Contract.

A collective bargaining agreement which is a so-called collective agreement in Collective Agreement Act shall firstly apply for this agreement.

第二條 乙方姓名: (中文)

Name of Party B: (English)

(英文全名或拼寫「與適任證書及護照相同」)

(The English spelling of name should match those on the certificate of competency and the passport)

Article 02 乙方年齡: _____ 歲; 出生於民國 _____ 年 _____ 月 _____ 日; 出生地: _____

Age of Party B: _____; Date of Birth (Y/M/D) _____; Place of Birth: _____

第三條 乙方受僱職務:

Article 3 Position of Party B:

乙方服務船名: _____ 輪

第四條

Name of Vessel that Party B serves on the board:

Article 4

簽約日期: 民國 _____ 年 _____ 月 _____ 日; 簽約地點: _____

第五條

生效日期 (包括僱傭與解僱): _____

Date of Contract (Y/M/D): _____ / _____ / _____; Signing Place: _____

Effective Date (Y/M/D) (Employment and discharge are included): _____

Article 5

船舶在中華民國境內者, 自上船服務之日起生效, 船舶在中華民國以外者, 自離開受僱港起程赴國外之日起生效。僱傭關係之終止, 以乙方返回中華民國時為準 (僱傭及解僱, 均以出入境時, 官方之簽證日期為準); 乙方於在船服務期間, 如因海盜或是非法武力威脅而被挾持時, 無論契約已過期或已到任何一方所通知之契約暫停日期, 本契約仍為有效, 直至乙方被釋放並依本契約第十七條遣返, 或乙方在被挾持期間死亡。

The effective date is the first day that Party B serves on board when the vessel is within the territory of the R.O.C; however, the effective date will be the day that the vessel leaves a port for other countries. The termination of the contract depends on the time Party B arrives in Republic of China. (The dates of employment

and discharge shall be the dates of visa issued by the government while entering and leaving the country);

During the employment period, while Party B is held captive as a result of acts of piracy or armed robbery against ships, this contract remains valid, regardless of whether the date fixed for its expiry has passed or either party has given notice to suspend or terminate it, until Party B is released and duly repatriated in accordance with Article 17 of this contract or, where Party B dies while in captivity.

僱傭期間: _____ 個月, 自訂約生效之日起算。僱傭期間最長為十二個月, 如係續約者, 自前約屆滿

第六條

之次日起算, 如乙方年齡於訂約或續約時已超過六十四歲者, 僱傭期間至乙方年齡屆滿六十五歲之日止。但年滿六十五歲船員, 領有有效之船員執業證書或資格文件, 合於船員體格檢查標準者, 得受僱之。

乙方服務期約屆滿, 船在國外, 甲乙雙方如同意合約時, 本契約自動延長之。

Article

The employment period starts from the effective date of the contract, and will be _____ month(s) in total. The maximum period of employment is 12 months; the effective date of renewed contract shall be the expiration date of the old contract. If Party B is over sixty four (64) years old on the date of contract or renewed contract, the expiration date of contract shall be the date that Party B becomes sixty five (65) years old. However, a seafarer at

the age of 65 with valid certificates or qualification documents of seafarer can be hired in case he/she complies with the standard of medical certificate.
The Employment Term of contract shall be automatically extended with mutual agreement when the contract expires and the vessel is not within the territory of the R.O.C.

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- 第七條 乙方之待遇：
Wages and Payments：
薪資：新臺幣 _____ 元 津貼：新臺幣 _____ 元
- Article 7 Wages：NT\$ _____ Allowances：NT\$ _____
伙食：由甲方供應，伙食費為每日 _____ 元。
Victualling Allowance：Party A shall be liable to pay a victualling allowance of _____ per day.
以上數額均依第四條服務船舶之實支標準，如服務船舶及所派職務遇有變動時依變動後所任職務給付。
本契約內稱薪資者，係指乙方在船服務期間，按月支領之薪資及津貼，但薪資應占薪資總數額百分之五十以上。
The above mentioned amounts shall be based on the standard of actual pay on vessel regulated in Article 4; the payment shall be given in accordance with the new position if there are any changes to vessels and designated job duties.
As used in this contract "Wages and Allowances" includes wages and allowances that given to Party B during the period of service on board, in which the wages shall be more than 50% of the total amount of the wages plus allowances.
- 第八條 乙方薪津不論係瞻養家庭部份或係退發部份，均應由甲方於當月月底給付，至遲不得超過次月十五日。當月月底在航行中者，退發部份得延至船舶抵達通匯港口時發給之。
僱傭關係終止時，甲方應付清乙方應得之薪津。
The wages and allowances of Party B including Family Maintenance and Direct Payment shall be paid by Party A at the end of every month; the payment shall not be paid later than the 15th calendar day of next month. The direct payment may not be paid until the vessel arrives at the port if the vessel is on voyage at the end of month. Party A shall pay up the wages and allowances of Party B when the contract of employment is terminated.
- Article 8
- 第九條 工時：(一)在船舶航行期間，乙方於星期日、例假日及其他週日每日正常工作時間以八小時為原則。
(二)在船舶泊港期間，乙方於星期日從事例行工作或衛生工作，除輪值外，不得超過二小時，於其他週日工作以八小時為原則。
Working Hours: (1)The normal working hours of Party B on Sundays, holidays and other weekdays shall not exceed 8 hours per day when the vessel is on voyage.
(2)Except shift works, the normal working hours of Party B for engaging in routines or sanitation works shall not exceed 2 hours on Sundays, and 8 hours per day on other weekdays when the vessel stays in port.
- Article 9
- 第十條 加班及加班待遇：固定加班費每小時新臺幣(下同) _____ 元；非固定加班費每小時 _____ 元。
Overtime and Overtime Compensation：Fixed overtime compensation is NT\$ _____ per hour；Non-fixed overtime compensation is NT\$ _____ per hour
- Article 10 (一) 乙方每週工作總時數超過四十四小時者，應視為加班，由甲方給與加班費。加班費數額按照船員之平日每小時薪資標準計算，列為固定加班費發給乙方，但計算時數，每月至少應等於八十五工作小時。
(二) 有下列情況之一，乙方工作雖超過前款所定工時，不得視為加班：
1. 船舶上發生緊急情況及偶發事件。
2. 船舶所在港口發生緊急或特殊情況。
3. 乙方工作係由於政府或軍方命令，而甲方不能因此獲得報酬者。
(1)The total working hours of Party B shall not exceed 44 hours per week; the working hours over 44 hours per week shall be overtime and shall be paid by Party A. The amount of overtime compensation is calculated based on the normal wages of seafarer, and is paid to Party B as fixed overtime compensation; however, the maximum hour of overtime is 85 hours per month.
(2)The exceeding working hours as mentioned previously shall not be deemed to be overtime under any of the following circumstances:
1. Emergency situations and contingent events on board.
2. Ships enter or leave the port.
3. Emergency or particular situations on board in the port.
4. Party A shall not receive a reward because that Party B works pursuant to an order of government or military.
- 特別獎金：包括特別工作而獲得之報酬、非固定加班費、年終獎金及因雇用人營運上獲利而發給之獎金。
- 第十一條 Special Bonuses: Including the remuneration paid for special works, non-fixed overtime charges, annual bonuses and the bonus given from the profit in business operation earned by the employer.

Article 11

休假：(一)國定假日及航海節為休假日。

第十二條

(二)乙方在前項休假日照常工作者，甲方應按平日薪資發給假日加班費或按海上慣例另行補假。
(三)乙方在船上服務滿一年，甲方應給予有給年休三十天。未滿一年者按其服務月數比例計之。
(四)有給年休因年度終結或終止契約而未休者，應休未休之日數，甲方應發給薪津。

前項休假期間，甲方仍應給與原薪津。

Article

Leave: (1)The national statutory holidays and the Maritime Festival are paid leaves.

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(2)Party A shall pay additional compensation to Party B who works normally on the above mentioned leaves for overtime based on the normal wage, or shall arrange leaves for Party B in accordance with maritime conventions.

(3)Party A shall give 30-day annual paid leaves to Party B who has worked for one year on the ship, and the paid leaves shall be computed pro rata in accordance with working months for those who have worked less than one year.

(4)Party A shall pay wages and allowances for leave days that are not taken because of year ending or termination of the contract.

Party A shall be liable to pay the original wages and allowances for the leaves mentioned previously.

本條刪除
Deleted

第十三條

Article 13

第十四條

甲方依「船員法」第二十二條第一項、第三項但書或非可歸責於船員之事由終止僱傭契約時，應依下列規定發給資遣費。但經船員同意在原雇用人所屬船舶間調動時，不在此限：

(一)按月給付報酬者，加給平均薪資三個月。

(二)按航次給付報酬者，發給報酬全額。

(三)船員在同一雇用人所屬船舶繼續工作满三年者，除依第一項規定給付外，自第四年起每逾一年另加平均薪資一個月，不足一年部分，比例計給之，未滿一個月者，以一個月計。

前項僱傭契約之終止及預告期間，甲、乙雙方應依船員法第二十條至第二十二條規定辦理。

乙方依船員法第二十一條終止僱傭契約時，甲方應依船員法第三十九條規定計算給付資遣費。

Article

Except the seafarers agree the transfer of serving ships owned by the same employer, Party A, who terminates employment contracts in accordance with Paragraph 1 and proviso of Paragraph 3 of Article 22, or the reasons not attributable to seafarers, shall give severance pays based on the followings criteria:

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(1)For seafarers paid on monthly basis: a three-month severance pay based on the average wage.

(2)For seafarers paid on voyage basis: the full amount of remuneration.

(3)For seafarers having worked consecutively for three years on the ships owned by the same employer: in addition to the payment made in accordance with Item 1, one-month severance pay based on average wage for every one year from the fourth year. The working year less than one full year shall be computed on a pro rata basis, and less than one full month shall be computed as one month.

The termination of contract and the advance notice period shall be carried out by both parties in accordance with Articles 20-22 of the Seafarer Act.

Party A shall make severance pay in accordance with Article 39 of the Seafarer Act to Party B who terminates the employment contract according to Article 21 of the Seafarer Act.

第十五條

乙方於僱傭期間屆滿前，非因配偶或直系尊親屬喪及家庭因重大災害有證明而請求辭職時，乙方應賠償甲方因僱用接替人員及為其本人而多付之旅費及薪資，僱傭關係自然終止。前項賠償總額最高以不超過乙方兩個月薪津。

乙方於僱傭期間屆滿前，乙方因自身過失或不聽船上主管指揮，而遭遣返者，乙方應負責賠償因此而發生之損失及旅費等費用。前項賠償總額最高以不超過乙方兩個月薪津。

乙方遣返之原因，得由航政機關調查認定之，並得在調查期間內停止乙上方上船服務。甲方因乙方未能履行前各項之賠償責任時，可報請航政機關，予以處分。

Article

Party B shall pay Party A for indemnification of additional travel expenses and wages for hiring a substitute if Party B submits a resignation with certificates because that his/her non-spouse family members die due to significant disasters before the employment contract expires. The maximum amount of indemnification shall not exceed two months of wages and allowances.

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Party B shall pay for indemnification of additional loss and travel expenses if Party B is sent back due to making mistakes or disobeying supervisors' instructions on board before the employment contract expires. The maximum amount of indemnification shall not exceed two months of wages and allowances of Party B.

The reasons why Party B is sent back shall be verified by navigation organizations, and Party B shall stop offering services on board during the investigation period. Party A may report to navigation organizations if Party B fails to implement the responsibility for compensation mentioned previously.

- 第十六條 乙方因自身事故牴觸中華民國或所在國家法令，致不能繼續隨船服務時，甲方得終止僱傭契約。
前項情形乙方不得請求給予第十四條之資遣費。
Party A may terminate the contract of employment if Party B is not allowed to keep providing services on board by violating laws of Republic of China or the country where he/she stays.
Party B shall not request for severance pay regulated in Article 14 for the situation mentioned previously.
Article 16
- 第十七條 **遣返**: 乙方於受僱港以外其僱傭關係終止時，不論任何原因甲方應負責將乙方送回中華民國之原受僱港。另船員在船服務達十二個月時，亦得要求送回原受僱港。
前項情形，乙方同意搭乘原服務之船舶返回者，或乙方因患病或受傷經甲方送上陸治療暫時不能送回時，不在此限。
除前項約定外，乙方同意搭乘甲方指定之交通工具返回原受僱港，其行李運量以該交通工具得免費載運者為限，超過時由乙方自理。
乙方如違反前兩項約定，致甲方送回乙方之費用增加時，乙方應賠償甲方因此所增加之費用。
乙方非因執行職務而受傷或患病，甲方亦應送醫治療，並負擔醫療費用。但乙方受傷或患病已逾十六週者，甲方得依二〇〇六年海事勞工公約規定停止醫療費用之負擔，甲方在負擔醫療費期間內仍應支給原薪津。
Repatriation: Party A shall be liable to send Party B back to the port where he/she was hired in R.O.C. even the employment contract is terminated in a port overseas. In addition, a seafarer may request Party A to send him/her back to the original port where he/she was hired when he/she has worked on board for twelve months.
Party B who agrees to be send back by taking the vessel that he/she works on, or who is hospitalized due to getting sick or injury and not able to come back temporarily is not subject to the restriction for the situation mentioned previously.
In addition to the previous agreements, Party B shall bear the exceeded costs if he agrees to take the designated transportation back to the original port because that the weight of luggage is limited.
Party B shall pay indemnification of additional expense to Party A if he/she violates the previous two agreements and causes extra expenses accordingly.
Party A shall be liable to hospitalize Party B whose injuries or illnesses were not caused by undertaking his/her duties, and shall bear all medical expenses. However, Party A is entitled to stop bearing medical expenses for Party B after sixteen weeks in accordance with Maritime Labor Convention, 2006. Party A shall also pay the original wages and allowances during the period of bearing medical expenses.
Article 17
- 第十八條 乙方在國外擅自離船不返時，乙方應負責甲方因此所遭受之損失。
Party B shall not leave the vessel abroad without permission, and shall be responsible for any damage or loss to Party A accordingly.
Article 18
- 第十九條 乙方走私致被當地海關予以罰鍰時，乙方應迅即繳納。
乙方走私致甲方遭受損失時，乙方應負賠償之責。
Party B shall pay for the fine to local Customs as soon as possible if he/she is penalized for smuggling.
Party B shall be responsible for any damage or loss to Party A accordingly.
Article 19
- 第二十條 船舶遭遇海難，致乙方衣物喪失時，不論乙方生還或死亡，甲方應賠償乙方衣物損失新臺幣肆萬元整。
Party A shall offer NT \$40,000 compensation to Party B who loses his/her clothes in a marine casualty no matter Party B is survived or dead.
Article 20
- 第二十一條 因不可抗力致不能航行而辭退船員時，船員僅得就其已服務之日數請求薪津。
A seafarer who is dismissed due to reasons other than force majeure shall be allowed to request wages and allowances for the days that he/she has served.
Article 21
- 第二十二條 乙方在服務期間非因執行職務死亡或非因執行職務受傷、患病而死亡時，甲方應一次給與其遺屬平均薪津二十個月之死亡補償，但乙方在甲方服務三年以上者，每增加一年加給二個月平均薪津，未滿一年者，按比例計算發給之。惟乙方僅向甲方辦妥上船手續，仍在候船期間，因遭意外或患病致死亡者，則與甲方無涉。
前項所稱乙方在服務期間死亡，包括下列情形之一者：
(一)其因病經送岸治療而於三個月內死亡。
(二)其在受僱上船及解僱途中因病死亡。
(三)在職期間舊病復發或自然死亡經醫師證明屬實。
(四)在船服務期間非因公務上岸而意外死亡。
(五)乙方僱傭期滿之有給休假期間或經甲方予以留公司或留職停薪而死亡。
Article 22

Article

22

If Party B dies during service period or die because of injuries or illnesses not arising from the performance of duties, Party A shall pay a lump sum of death compensation equivalent to 20-month average wages and allowances to the survivors of the seafarers. However, for seafarers having worked consecutively for three years on the ships owned by Party A: in addition to the payment mentioned previously, two-month severance pay based on average wages and allowances for every one year. The working year less than one full year shall be computed on a pro rata basis. In case Party B died in an accident or due to getting seriously sick while waiting for getting on board after completing the onboard process, Party A shall be without any involvement whatsoever. The death of Party B during his/her service period mentioned previously includes any one of the following salutations:

- (1) Party B dies in three months after being hospitalized for treatment on land.
- (2) Party B dies because of illness in his/her employment on board and discharge.
- (3) Party B dies because of recurrence of old disease or natural causes in his/her employment, and has been proven by a qualified physician.
- (4) Party B dies in an accident on land not in the performance of duties during service period.
- (5) Party B dies in a paid leave, or in the position retained without pay approved by Party A after the *contract expires*.

第二十三條

乙方因執行職務死亡或因執行職務受傷、患病死亡時，甲方應一次給與其遺屬平均薪津四十個月之死亡補償，但乙方在甲方服務三年以上者，每增加一年加給二個月平均薪津，未滿一年者按比例計算發給之。

前項所稱乙方因執行職務死亡或受傷患病死亡，包括船舶在航行途中而有下列情形之一者：

- (一) 因執行職務致病或受傷而(送醫)死亡。
- (二) 因遭遇海難而(失蹤)死亡。
- (三) 因個人落海失蹤而死亡。
- (四) 因病不及送岸治療而死亡。
- (五) 船舶失蹤而宣告死亡。

另乙方受僱上船及解僱途中，因乘坐車、船、飛機等交通工具發生意外而死亡或乙方因公務上岸而意外死亡者，甲方亦應按因執行職務死亡予以補償。

Article

23

Party B who died in the performance of duties during service period or died because of injuries or illnesses arising from the performance of duties, Party A shall pay a lump sum of death compensation equivalent to 40-month average wages and allowances to the survivors of the seafarers. However, for seafarers having worked consecutively for three years on the ships owned by Party A: in addition to the payment mentioned previously, two-month severance pay based on average wages and allowances for every one year from the fourth year. The working year less than one full year shall be computed on a pro rata basis.

The death of Party B in his/her performance of duties during service period or due to injuries or illnesses arising from the performance of duties mentioned previously includes any one of the following salutations even happen on voyage:

- (1) Party B dies after being hospitalized due to illnesses or injuries arising from the performance of duties.
- (2) Party B dies (missing) due to a maritime casualty.
- (3) Party B dies (missing) due to falling into the sea individually.
- (4) Party B dies of illness due to a failure of hospitalization on board.
- (5) Party B is declared legally deceased because that the ship has been missing.

In addition, Party A shall be liable to pay death compensation based on the performance of duties to Party B who dies in an accident due to taking transportation vehicle such as car, ship, airplane, or dies in his/her performance of duties during service period on land in his/her employment or discharge.

第二十四條

乙方在航行途中失蹤，非因船舶失蹤或船舶遭遇海難而失蹤，超過二個月者，推定為乙方業已死亡。再由乙方法定繼承人辦理請領死亡補償手續。

前項情形由甲方依第二十二條之規定借給死亡補償，但事後證明乙方係因執行職務以致死亡時，甲方仍應依第二十三條之規定加給死亡補償。

乙方如係因船舶海難而失蹤，甲方應按照因執行職務死亡之規定給與死亡補償，並加發自失蹤之日起至宣告死亡之日二個月薪津。

Article 24

Party B who has been missing on voyage for over two months not arousing from a missing vessel event or maritime casualty will be presumed to be dead. The statutory successor of Party B shall be eligible to receive the death compensation.

Party A makes a loan of death compensation for the above mentioned situation in accordance with Article 22; however, Party A shall pay additional death compensation according to Article 23 when Party B is proved officially dead for performing duties.

Party A shall be liable to pay death compensation to Party B who has been missing due to a maritime casualty in accordance with relevant rules, and give an additional two-month wages and allowances calculated from the date of missing to the date of death declaration.

- 第二十五條 乙方在僱傭期間死亡，而死亡原因不明者，在死亡原因確定前，甲方應先依第二十二條給與死亡補償，並依第二十六條、第二十七條、第二十九條之規定給予補助；若死亡原因經確定為因執行職務死亡，應再給與其遺屬平均薪津二十個月之死亡補償。
前項乙方死亡原因不明時，除船長報告外，概以最後就診之醫師或醫院之診斷書或當地政府主管機關發給之死亡證明書為準。
Party A shall pay death compensation to Party B who dies during the employment period for unknown reason in accordance with Article 22, and give a subsidy according to Articles 26, 27, and 29; an additional 20-month average wages and allowances of death compensation shall be given to Party B's family when Party B is proved to be dead because of performing duties.
In addition the report submitted by Captain, the medical certificate issued by the doctor or hospital where Party B attended lately, or the death certificate issued by the local competent authority will apply when Party B dies for unknown reason.
- Article 25
- 第二十六條 乙方在服務期間死亡，甲方應儘速通知其法定繼承人，並派員慰問，致贈慰問金新臺幣拾萬元。
In case of Party B being deceased during the employment, Party A shall be responsible for informing Party B's statutory successor as soon as possible, and sending designated personnel to give his/her family NT\$100,000 for mental compensation.
- Article 26
- 第二十七條 乙方在僱傭期間死亡，甲方除按規定清發薪津外，無論乙方在船服務時間之久暫，均應發給當年年終獎金一個月及有給年休三十天之原薪津。
In addition to paying up wages and allowances, Party A shall pay one-month annual bonus and the wage for thirty-day paid leaves based on original wages and allowances to Party B who died during service period no matter how long Party B had worked on the vessel.
- Article 27
- 第二十八條 受僱在權宜國籍船舶服務之乙方在服務期間死亡，而有法定繼承人者，甲方應依照中華民國勞工保險條例之規定一次發給最高死亡給付。
Party A shall pay the maximum payable death benefits in one lump sum in accordance with Labor Insurance Act to Party B who dies in his/her employment in a convenient flag ship and has a statutory successor.
- Article 28
- 第二十九條 乙方在服務期間死亡者，甲方應給與平均薪資六個月之喪葬費。
前項喪葬費由乙方法定繼承人具領，並辦理喪葬事宜，如乙方在台灣地區無法定繼承人時，則由甲方代為辦理。
乙方於航行途中死亡，應依規定予以海葬，若係在國外泊港或在岸上期間死亡，或送醫治療期間死亡，經當地官方驗屍並出具死亡證明者，限於當地法令或習俗，不能將屍體運回台灣，乙方之法定繼承人應同意授權船長在當地予以火葬或土葬，火葬後甲方負責將骨灰運回交由遺屬受領，如係土葬，則拍攝照片，書明埋葬時間、地點交由遺屬受領。但甲方應付平均薪資六個月喪葬費，仍應照規定給付。
If Party B died during service period, Party A shall pay funeral expenses equivalent to 6-month average wage. The above mentioned funeral expenses shall be paid to the statutory successor of Party B for taking care of Party B's funeral. However, Party A shall manage a funeral for Party B who has no statutory successor in Taiwan. In the event that Party B dies while the ship is on navigation, the remains are to be buried at sea in accordance with relevant regulations, and in the event that Party B dies while the ship is berthed abroad, while he is ashore, or during the period while he is receiving medical treatment, on obtaining death certificate after local official coroner conducting autopsy and in case the remains cannot be repatriated back to Taiwan as restricted by the local law/regulations or customs, Party B's statutory successor(s) shall agree to authorize the Master to carry out cremation or burial locally, and in the case of cremation Party A shall be under obligation to transport the ashes back for delivery to the bereaved family, or in the case of burial photograph is to be taken with time and place of burial inscribed and handed to the bereaved family. Under these circumstances Party A shall still be under the obligation to pay funeral allowance at an amount equal to six months of Party B's average wage as stipulated herein.
- Article 29
- 第三十條 乙方在僱傭期間因執行職務而受傷或患病，甲方應送醫治療及負擔醫療費用，雖已痊癒而成殘廢或逾二年仍未痊癒者，甲方應按其平均薪資及殘廢程度一次給予殘廢補償，補償給付標準，依據勞工保險條例有關之規定。乙方因執行職務而受傷或患病：
In case of injury or sickness of Party B during his/her employment, Party A shall be liable to hospitalize Party B and bear all medical expenses. Party A shall pay disability compensations to Party B who gets recovered from injuries or illnesses suffered during the period of undertaking their duties but become disabled later, or who do not totally get recovered after two years starting from the date of injury or sickness. The disability compensations shall be on a lump-sum basis in accordance with the average wage and the conditions of disabilities. Criteria of the payment of disability compensations shall be in accordance with the Labor Insurance Act. Party B who undertakes their duties but become disabled later:
- Article 30

殘廢等級 Disability Level	殘廢補助金 Disability Assistance Payment
1	原薪津二十個月 20-month original wage and allowance
2	原薪津十七又三分之二個月 17 and 2/3 months original wage and allowance
3	原薪津十六個月 16-month original wage and allowance

4	原薪津十四又三分之一個月 14 and 2/3 months original wage and allowance
5	原薪津十三又三分之一個月 13 and 1/3 months original wage and allowance
6	原薪津十二又三分之一個月 12 and 1/3 months original wage and allowance
7	原薪津十一又三分之一個月 11 and 1/3 months original wage and allowance
8	原薪津十又三分之一個月 10 and 1/3 months original wage and allowance
9	原薪津九又三分之一個月 9 and 2/3 months original wage and allowance
10	原薪津八又三分之一個月 8 and 2/3 months original wage and allowance
11	原薪津八個月 8-month original wage and allowance
12	原薪津七又三分之一個月 7 and 1/3 months original wage and allowance
13	原薪津六又三分之一個月 6 and 2/3 months original wage and allowance
14	原薪津六又三分之一個月 6 and 1/3 months original wage and allowance
15	原薪津六個月 6-month original wage and allowance

乙方身體遺存障礙，同時適合殘廢標準兩等級以上者，按其中最高等級給與之。乙方身體遺存障礙，同時適合殘廢標準第十三等級至第一等級間任何兩等級以上者，按其中最高等級再升一等級之標準給與之，但最高等級為第一等級時，按第一等級給與之。

乙方身體遺存障礙，同時適合殘廢標準第八等級至第一等級間任何兩等級以上者，按其中最高等級再升二等級之標準給與之，但最高等級為第三等級以上時，按第一等級給與之。

乙方身體遺存障礙，同時適合殘廢標準第五等級至第一等級間任何兩等級以上者，按其中最高等級再升三等級之標準給與之，但最高等級為第三等級以上時，按第一等級給與之。

When the disability of Party B meets more than two levels at the same time, the payment of the highest level shall apply; if the disability of Party B meets any two levels between Level 1 and Level 13, the payment of the highest level that is upgraded one level higher shall apply; however, the payment of Level 1 shall be paid when the disability of Party B meets the highest level.

When the disability of Party B meets any two levels between Level 1 and Level 8 at the same time, the payment of the highest level that is upgraded two levels shall apply; however, the payment of Level 1 shall be paid when the disability of Party B meets Level 3 or higher.

When the disability of Party B meets any two levels between Level 1 and Level 5 at the same time, the payment of the highest level that is upgraded three levels shall apply; however, the payment of Level 1 shall be paid when the disability of Party B meets Level 3 or higher.

甲方應於僱傭關係終止或乙方傷病治療終了之日起一個月內，將乙方送回原受僱港。每超過一日，甲方應給與乙方相等於原月薪三十分之一補償金。但延誤係由乙方過失所致者，不在此限。

Party A shall send Party B back to the original port in one month from the date of contract termination or the day that the treatment ends. Party A shall pay Party B 1/30 of month wage for compensation for one day late. However, the delay caused by Party B is not subject to the restriction.

第三十一條

乙方因執行職務死亡或執行職務傷病死亡者，甲方除應依本約規定賠償外，其遺有十八歲以下或十八歲以上尚在學之子女（含養子女）及六十五歲以上父母（含養父母）受直接撫養者（按當時戶口謄本為準）每人另加發生活補助費新臺幣參萬元，但最多不超過五人為限。

Article 31

If Party B dies during service period or dies because of injuries or illnesses arising from the performance of duties, in addition to death compensation in accordance with the regulations of the contract, Party A shall pay a NT\$30,000 living assistance for each person to help Party B to raise his/her dependents including the children who are under eighteen years old, or over eighteen years old and still study in school (adopted children are included), and parents who are over sixty five years old (adopted parents are included); however, a maximum of five dependents will be accepted.

第三十二條

本契約簽訂後，甲乙雙方均須依照契約規定履行，任何一方當事人及其乙方法定繼承人，不得以任理由提出異議。

Article 32

甲方如未依照規定補償，由中華海員總工會代表乙方（如為船長則由中華民國船長公會代表）負責要求甲方（包括外商代理公司）履行，乙方如有異議而拒絕具領補償時，甲方可將應補償全部金額交由中華海員總工會（船長則交中華民國船長公會）。

Both parties shall implement the content of the contract firmly after signing their names on the contract; both parties and the statutory successor of Party B shall not raise an objection for any reasons.

In case Party A fails to pay compensation in accordance with relevant regulations, National Chinese Seamen's Union shall request Party A (foreign agencies are included) in the name of Party B (The Master Mariners Association instead if Party B is a captain) to implement the payment; Party A may give the compensation to National Chinese Seamen's Union (The Master Mariners Association instead if Party B is a captain) when Party B refuses to accept the compensation due to different opinions.

第三十二條之一

甲方應於僱傭期間為乙方提供職業安全與健康保護，並使乙方在安全衛生環境下生活、工作及培訓；乙方亦應遵守安全作業程序，接受必要之訓練，並完成應有之體格檢查。

Article 32-1

Party A shall offer Party B a safe occupation and health protection during the employment period, and an environment for living, working, and training; Party B shall follow the processes of safe operation, accept necessary trainings, and complete essential physical examinations.

第三十三條

依船員法第十二條雙方簽訂本契約，應堅守履行。甲方如遭遇杯葛，致必須付給超出乙方契約訂定應得薪津之款項時，則乙方及其受領人應無條件將溢領之款項退還甲方。

Article 33

Both parties shall implement the contract firmly in accordance with Article 12 of The Seafarer Act. Party B shall return the exceeded wage and allowance that have been received without any conditions to Party A who has been boycotted and has paid more wages and allowances than those regulated in the contract.

第三十四條 本契約中、英對照版一式五份，分存甲方、乙方各一份外，另中華海員總工會或中華民國船長公會、中華民國船員外僱輔導會及航政機關亦各一份。但甲、乙雙方發生爭議或糾紛，應以中文為準。

Article

34

The Agreement, both in Chinese language and English language, shall be in five counterparts, one single instrument, for each Party to retain one copy. The other three counterparts are separately for National Chinese Seamen's Union or The Master Mariners Association, Advisory Committee For The Foreign Employment Of The Mariners R.O.C, and the navigation organization, with their legal effect being identical. In the event of any dispute or misunderstanding as to the interpretation of the language or terms of this Agreement, the Chinese language version shall control.

簽訂契約人 Contractors :

甲方 Party A

簽名或蓋章 Signature or seal

代表人 Representative 姓名 Name
職稱 Position

住址 Address

統一編號 Unified Business Number

乙方姓名 Name of Party B

簽名或蓋章 Signature or seal

住址 Address

身分證統一編號 ID Number (護照號碼 Passport Number)

乙方法定繼承人（稱謂）姓名 Name of statutory successor (Position) of Party B

簽名或蓋章 Signature or seal

住址 Address

民國 年 月 日

Date (Y/M/D)

船員定期僱傭契約範本第五條修正條文對照表

修正條文	現行條文	說明
<p>第五條</p> <p>簽約日期： 簽約地點： 生效日期（包括僱傭與解僱）：</p> <p>船舶在中華民國境內者，自上船服務之日起生效，船舶在中華民國以外者，自離開受僱港起程赴國外之日起生效。僱傭關係之終止，以乙方返回中華民國時為準（僱傭及解僱，均以出入境時，官方之簽證日期為準）；<u>乙方於在船服務期間，如因海盜或是非法武力威脅而被挾持時，無論契約已過期或已到任何一方所通知之契約暫停日期，本契約仍為有效，直至乙方被釋放並依本契約第十七條遣返，或乙方在被挾持期間死亡。</u></p> <p>Date of Contract： Signing Place： Effective Date (Employment and discharge are included)：</p> <p>The effective date is the first day that Party B serves on board when the vessel is within the territory of the R. O. C; however,</p>	<p>第五條</p> <p>簽約日期： 簽約地點： 生效日期(包括僱傭及解雇)：</p> <p>船舶在中華民國境內者，自上船服務之日起生效，船舶在中華民國以外者，自離開受僱港起程赴國外之日起生效。僱傭關係之終止，以乙方返回中華民國時為準。（僱傭及解僱，均以出入境時，官方之簽證日期為準）</p> <p>Date of Contract： Signing Place： Effective Date (Employment and discharge are included)：</p> <p>The effective date is the first day that Party B serves on board when the vessel is within the territory of the R. O. C; however, the effective date will be the day that the vessel leaves a port for other countries. The termination of the contract depends on the time Party B arrives in</p>	<p>為保障船員權益並配合海事勞工公約2018年修正案強制性規定，以確保船員僱傭契約在船員因海盜或是非法武力威脅而被挾持時仍繼續有效，爰酌修文字。</p>

<p>the effective date will be the day that the vessel leaves a port for other countries. The termination of the contract depends on the time Party B arrives in Republic of China. (The dates of employment and discharge shall be the dates of visa issued by the government while entering and leaving the country); <u>During the employment period, while Party B is held captive as a result of acts of piracy or armed robbery against ships, this contract remains valid, regardless of whether the date fixed for its expiry has passed or either party has given notice to suspend or terminate it, until Party B is released and duly repatriated in accordance with Article 17 of this contract or, where</u></p>	<p>Republic of China. (The dates of employment and discharge shall be the dates of visa issued by the government while entering and leaving the country).</p>	
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<u>Party B dies while in captivity.</u>		
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