

我們將於 12/13(五)09:30-18:00 在我司舉辦實習生上船前培訓，學生準備資料&課表如下，還請協助轉告參訓學生，謝謝！

公司說明會時間：108 年 12 月 13 日								
公司說明會地點：萬海航運公司 :台北市敦化北路 122 號 10 樓								
安排船期大約：109 年 2 月起								
<p>想要跟學生提醒的事項</p> <p>附件實習生上船前準備資料，有勞將資料印出後轉交實習同學，並請同學開始準備資料。</p> <ol style="list-style-type: none"> <li>1. 實習生上船前準備事項&amp;證件檢查表 -- 雙面列印共一張(1 份)</li> <li>2. 實習流程說明 -- 雙面列印共一張(1 份)</li> <li>3. 實習生上船實習注意事項 -- 雙面列印共一張(1 份)</li> <li>4. 船員保證書 -- 雙面列印共一張(1 份)</li> <li>5. 船員體格 ( 健康 ) 檢查證明書 -- 雙面列印共一張(2 份)</li> <li>6. 台籍船員體檢表注意事項 -- 單面列印共一張(1 份)</li> <li>7. 外輪船員定期僱傭契約 -- 雙面列印共三張(3 份)</li> <li>8. 國輪船員定期僱傭契約 -- 雙面列印共三張(4 份)</li> <li>9. 僱用契約範例 -- 雙面列印共一張(1 份)</li> <li>10. 台籍船員 SEA 附錄 -- 單面列印共一張(2 份)</li> <li>11. 台灣籍海勤同仁電子薪資單申請書 -- 單面列印共一張(1 份)</li> <li>12. 證件保管同意回執條 -- 單面列印共一張(1 份)</li> <li>13. 年薪資所得受領人扶養親屬申報表 -- 雙面列印共一張(1 份)</li> <li>14. 請同學於 12 月 13 日前至公司人力資源網站中完整登錄個人資料(可參考 1.實習生上船前準備事項證件檢查表第 15 項說明)。</li> </ol> <p><b>上船前訓練當天會向同學收取所有資料</b>(如有困難可事先提出)。</p> <p>煩請同學務必儘速完成所有文書之填寫與證件準備，並詳閱所有實習注意事項。</p> <p>上船前安全訓練將進行抽問，如同學態度散漫或毫無準備，則可能會被取消實習機會。</p> <p>如有任何問題或同學準備資料有任何困難，敬請不吝來電詢問，感謝您的協助。</p>								
其他								
1. 2019/12/13(五)-臺海大在校實習生上船前培訓課表								
0950 ~ 1000	1000 ~ 1030	1030 ~ 1120	1130 ~ 1230	1330 ~ 1420	1430 ~ 1500	1510 ~ 1700	1710 ~ 1740	1740 ~ 1800
報到 Opening	實習資料 繳交	公司介紹	上下船注 意事項	船上生活 說明/ 實習注意 事項	實習生學 習規劃與 訓練項目	實習生工 作安全宣 導	實習生面 談	貼身裝備 與實習資 料確認
2. 參訓學生								
商船: 張瑋哲、陳聖博								
輪機: 樊宇祥、許家銓、林仁鈞、葉宜進								

## 實習生上船前準備事項說明

● **請務必仔細閱讀所有文件，並備齊以下證件，於上船前訓練當日繳交**

□	1. 海員手冊	--- 效期至少要一年以上，上船前訓練當日請交一份影本，正本連同護照一併寄至公司。
□	2. 護照	--- 效期至少要一年以上，護照與海員手冊英文姓名拼音需相同。請交一份影本，正本於蓋役男出境章後連同海員手冊一併寄至公司。
□	3. 保證書	--- 保證人由殷實商號負責人、機關單位主管或有正當職業之二人擔任之。房地產保請附保證人名下之土地所有權或房屋稅單影本；商店保請附保證人名下之營利事業登記證影本；義務役軍人及學生不可為保證人。 請特別留意第一行“立保證書人”處需請兩位保證人簽名，背面需填寫日期。
□	4. 證書	--- 基本安全四項、進階滅火、醫療急救、保全職責、保全意識、救生艇筏及救難艇操縱受訓證明。*甲板實習生另需交：操作級 ARPA、通用級 GMDSS 值機員。 證書與海員手冊英文姓名拼音需相同。請交一份影本，正本務必攜帶上船。
□	5. 學分證明書	--- 航海人員訓練、發證及當值標準國際公約課程學分證明書影本，請交一份影本。
□	6. 體檢表	--- (1)注意事項請參考 <b>台籍船員體檢表注意事項</b> 。 (2)一式二份皆須正本，一份於說明會時交給公司，一份於上船報到時繳交船長。 (3)體檢合格標準請參閱體檢表背面，若體檢結果無法達到合格標準，恕無法安排實習。
□	7. 僱傭契約書	--- (1)請按所附範例填寫第一頁及第六頁，務必填寫正確，住址需填寫 <b>中英文地址</b> ，並於簽名或蓋章處加蓋私章； <b>簽約日期及受雇職務等部分請暫勿填寫</b> 。 (2)每人需填寫 <b>外輪僱傭契約書三份</b> ，如上國輪會另外通知填寫 <b>國輪僱傭契約書六份</b> 。 (3)上船前訓練當天務必攜帶 <b>個人印章</b> ，用以蓋契約騎縫章。
□	8. 扶養親屬表	--- 上國輪才需填寫，須於背面右下角簽名及蓋章， <b>填報日期</b> 也需填上。
□	9. 第一銀行活期存款儲蓄存款簿封面影本	---薪轉用，請開戶後提供存簿封面影本一份（限本人帳戶）。
□	10. 電子薪資單申請書	---英文字母及數字請書寫端正，”0.6.9.b.q.p”請在下方註明是英文或數字。
□	11. 黃皮書	--- 需注射黃熱病疫苗。上船前訓練當日請交一份影本，正本務必自行攜帶上船。
□	12. 台胞證	--- 台胞證效期至少要一年以上。上船前訓練當日請交一份影本，正本務必自行攜帶上船。
□	13. 保險單影本	--- 需自行辦理投保 <b>意外險 300 萬及醫療險 20 萬</b> ，並將保單影本交至公司。
□	14. 證件保管同意回執條	--- <b>正本</b> 連同海員手冊及護照交予公司。
□	15. 登錄履歷	--- (1)請於萬海航運網站上登錄個人履歷，步驟如下： 萬海首頁(使用 IE 瀏覽器開啟)→點選上方“身為萬海人”→“海勤專區”→“馬上加入” (2)首次登錄以身分證號碼為帳號密碼（密碼須登錄後再行修改）。 (3)選擇“維護個人履歷”→開始填寫 (4)畢業學校請選擇目前就讀學校，主修請填寫就讀科系全名。 (5)各項資料請務必填寫完整，並上傳照片。 (6)履歷完成後請至“應徵職缺”→甲板實習生請選“駕習生(在校實習生)”、輪機實習生請選“輪習生(在校實習生)”，按“送出”，完成履歷登錄。

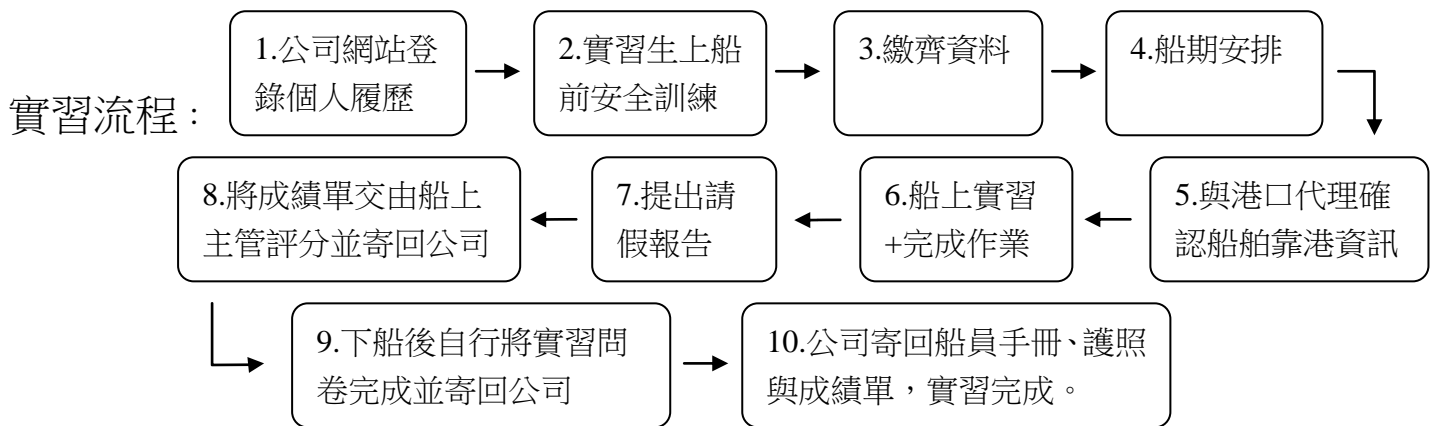
\* 上船前訓練當日請攜帶自己及父或母(保證人)之印章，若有填寫錯誤之處，可當場修改。

## 實習生上船攜帶證件檢查表

\* 上船前別忘了再次檢查以下項目是否都帶齊了!

- 1. 中華民國海員手冊---手冊效期至少要長達一年以上，於報到時繳交船長。
- 2. 護 照 --- 護照效期至少要長達一年以上，於報到時繳交船長。
- 3. 證 書 --- 甲板：基本安全四項證書、進階滅火、醫療急救、保全職責、保全意識、救生艇筏及救難艇操縱受訓證明、操作級 ARPA、通用級 GMDSS 值機員。  
機艙：基本安全四項證書、進階滅火、醫療急救、保全職責、保全意識、救生艇筏及救難艇操縱受訓證明。
- 4. 體 檢 表 --- 務必攜帶上船，於報到時繳交船長。
- 5. 台 胞 證 --- 請確認於效期內，務必攜帶上船，於報到時繳交船長。
- 6. 黃 皮 書 --- 需注射黃熱病，務必攜帶上船，於報到時繳交船長。
- 7. 身 分 證 --- 務必攜帶上船，並自行妥善保管。
- 8. 健 保 卡 --- 務必攜帶上船，並自行妥善保管。
- 9. 二 吋 照 片 --- 請攜帶半年內 2 吋大頭照 4 張上船，並自行妥善保管。
- 10. 僱傭契約書 --- 在船期間需妥善保存，以備檢查。
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.

## 實習流程說明



### 一・船期安排

上船日期及上船港口由公司排定後，會請學校公告。於台灣港口上下船的同學，請於預定上船日期前 2-3 天請主動與上船港口代理先生/小姐聯絡，以確認船舶實際靠泊時間，並保持手機暢通。於國外港口上下船的同學，公司會於靠泊前 1-2 天告知班機時間，並提供電子機票；請於班機時間至少前 2 小時至機場報到，抵達後當地代理會至機場接機。

### 二・各地代理行資料

- 【基隆寶昇船務】**：基隆市仁二路 255 號 7 樓  
承辦人：a.) **基隆港**-非緊急狀況請務必於工作日時間(週一至週五 08:30~17:30) 連絡寶昇船務李美萍小姐 OFFICE TEL 02-2424-8176 分機 833；下班時間或緊急狀況請撥查船當值手機 0975-605-161  
b.) **台北港**-查船當值手機 0988-329860；非台北港異動之船員請勿撥打台北港當值手機，以免造成困擾。
- 【台中萬海分公司】**：台中市梧棲區安仁里 9 鄰中南一路二段 757 號 (台中港 34 號碼頭)  
承辦人：當值手機 0937-076-058 OFFICE TEL 04-2656-2939 分機 122 至 126
- 【高雄萬海分公司】**：高雄市前鎮區鎮港路 18 號 第二貨櫃中心 63 號碼頭  
承辦人：當值手機 0932-745-134 OFFICE TEL 07-812-3342 分機 672/673/675/676
- 【香港海豐代理行】**：當值手機 +852-9371-6503 TEL +852-2419-6841
- 【新加坡分公司】**：接機-Kelvin +65-9765-6211 / Teo +65-9367-3313  
新加坡辦公室 +65-6226-1588 分機 243、246

### 三・上下船報到車資

上、下船車資憑搭車票根實報實銷；非經公司許可，不得以計程車資或飛機票價報銷車資。搭乘各類交通工具之票根，務必妥善保存至上船後交船長報銷，且票根不可任意塗改，如單據遺失或不符合規定不可申報。

#### 四·勞保與健保

1. 上國輪實習之同學，公司會於上船當日依規定加保勞健保。
2. 上外輪實習之同學，可於上船前逕向海員總工會申請加入勞健保，若需”在職證明”請電船員管理一課 柯小姐 02-2567-7961 分機 5108。
3. 上國輪實習之同學實習結束後，公司會寄發勞工保險退保暨全民健保轉出單，請自行向鄉鎮市區公所等單位加保健保，若有相關問題請電船員管理一課 吳小姐 02-2567-7961 分機 5107。

#### 五·人員進出高雄碼頭規定

進出高雄碼頭場區時，務必統一搭乘高雄碼頭的公務車進出，不得私自從其他不正當之通道或小門出入。若有同仁發生違規事件而影響公司權益者，除依公司規定送海事評議會予以最嚴厲之處份外，該違規之同仁亦將因違反台灣入出國及移民法及海關緝私條例遭移送法辦。

#### 六·實習規劃與作業

請依行政作業手冊第七章實習生實習規劃表，完成實習訓練卡與作業交回公司。

#### 七·請假規定

1. 請務必確認在校修業學分已達標準，應避免為補足畢業學分而中斷實習，造成校方及公司困擾。若有此情事發生，所衍生之費用將由同學自行負擔。
2. 除緊急重大傷病、喪假等特殊情況外，請於預計離船前 45 天提出請假申請，經船上主管核准後，轉呈公司覆核後再行安排下船手續。

#### 八·實習成績單

請將兩份成績單都交給船上主管評分，並透過船長直接寄給公司，公司收到成績單後將蓋公司章，其中一份寄至學校，才算完成實習手續。

#### 九·任卸職辦理注意事項

1. 於台灣港口下船的同學，請將船員手冊及護照交予台灣各港口代理行辦理任卸職手續。
2. 於國外港口下船的同學回到台灣機場後，請勿走電子快速通關，並須在下船日二天內，將船員手冊及護照寄回公司辦理任卸職手續。
3. 上國輪的同學實習結束後，若於國外港口下船，需將登機證連同船員手冊及護照寄回公司。
4. 任卸職手續辦理完成後，公司會將船員手冊、護照連同成績單寄至學校。

#### 十·船上訓練紀錄簿

1. 上船前自行購買訓練紀錄簿，攜帶上船並依訓練紀錄簿相關規定確實訓練。
2. 若需公司簽署，請完整填寫訓練紀錄簿，並於下船一個月內寄回公司，地址：台北市敦化北路 122 號 10 樓，(甲板)船員管理一課 黃俊諭先生收 或 (輪機)船員管理二課 趙振皓先生收”，超過後恕不簽署；若因填寫不完整恕不簽署，另需自行附上來回郵資。

#### 十一·萬海航運聯絡方式

聯絡電話：02-25677961 甲板實習生請洽：船員管理一課 黃先生(分機 5117)  
輪機實習生請洽：船員管理二課 趙先生(分機 5112)

## 實習生實習注意事項

親愛的同學，您好：

恭喜您獲得萬海實習機會，為了讓您在平安順利的完成實習，請務必詳讀並遵守下列注意事項！

1. 上船實習後請自行計算實習天數及下船日期（請注意港務局實習資歷是計算至船舶到港當日，而非船舶開航離港日），並應在預定下船日前 45 天前填寫請假單，經船上主管核准後，轉呈公司覆核後再行安排下船手續，若同學未先行告知而擅自離船則視為漏船。
2. 若實習天數未滿而請假下船或實習天數計算錯誤，將視為自動放棄實習機會，公司恕不再提供補足實習天數之機會，請同學注意自己的實習天數是否足夠，以免造成實習天數不足而拿不到學分。
3. 上船實習當天請攜帶所有證件，準時登輪向船長報到，並將所有證件繳交給船長。
4. 於實習期間請務必遵守相關規定，服從船上主管指揮，如有不合理的要求，可先向船上各級主管反應，如不能得到合理要求，請反應至公司船員管理課，公司會給予適當的處置。
5. 船上實習期間，船上全體同仁就是你們的老師，請給予尊重。
6. 基於安全考量，在船上勿單獨行動，若因特殊需要必須要到任何地方，應就近讓船上人員了解，以掌握您的行蹤。
7. 工作安全及個人安全第一，請服從船上各級船員的指揮，上甲板及機艙一定要確實配戴安全帽、穿著安全鞋等安全裝備。
8. 領取個人貼身裝備後（含值班服、工作服、安全工作鞋），需按規定穿著以維護個人的工作安全及公司良好形象。
9. 實習期間穿著便服請以莊重大方為主，避免穿著裙子及高跟鞋，並注意個人隱私。
10. 進入駕駛台及餐廳時禁止穿著拖鞋。
11. 請依船上工作安排時間作息，並提早 10-15 分鐘至工作崗位準備。
12. 執行勤務當值期間應確實遵守相規定保持警戒，不得從事其他非相關事項，例如撥打行動電話、聽 MP3 隨身聽、玩電玩或智慧型手機、以 VHF 與他人聊天等影響注意力之事項。
13. 執行維修工作勤務前召開工作會議，確認同仁的精神及體力狀況、彼此充分溝通的工作目標、流程及注意事項，確認安全裝備穿戴、維修保養工具是否完善，以及充分了解工作安全內容重點，檢查並排除潛在環境危險因素。從事陌生、艱難、危險的工作時應事先演練，工作不了解之處應立即主動反應。
14. 對於與公司內部相關之規章、文件、照片、物品等公務內容，務必嚴格遵守公司保密規定，嚴禁外洩。若經查獲違反上述之情事，除了從嚴議處，並將視情節對外洩及傳遞者採取法律追訴途徑。此外，無論由正式或非正式管道(例如：網路)接收到不利於公司或與公司有關之敏感訊息，請第一時間回報公司，切勿再度傳遞，以免損害公司權益及自身職業道德。

請 翻 面 繼 續 詳 讀

15. 在船期間請勿談論政治、國籍或省籍問題，並注意兩性工作平等及異性之間的相互尊重，以避免不必要的誤會發生。
16. 外出下地務必要經主管同意，且需與船上同仁結伴同行並注意開船時間，外出前請將船上主管電話記住，並將自己的電話及行蹤告知船上主管，為免交通壅塞或其他因素產生。
17. 開航時間（SAILING ORDER）2 小時前需回船 STAND BY，在國內外港口不遵守開船時間返船而導致漏船者，除將報請學校處分外，另需自付相關所產生之費用。
18. 為保障同學安全和權利，於碼頭下地外出時務必遵守當地法令，走規定的行人通道而非貨櫃通道，以避免觸犯法令被碼頭入出境單位取消船隊同仁下地的權利。
19. 在船時如有自國外購買相機、音響等家電、電子產品，請先行向代理行承辦人洽詢是否須向海關申報且須負擔相關費用；另購買其他食品或商品攜帶入境，亦須遵守海關規範，如超過許可金額，相關罰款或刑責由同學自行承擔。
20. 根據動物傳染病防治條例及植物防疫檢疫法等規定，於國外港口及返國時嚴禁攜帶動植物及其產品出入境（如水果、含有肉塊的泡麵等），避免未經檢疫而遭受罰鍰，若有違法者須自行負責，與萬海公司無關。
21. 遵守各國法令規定，嚴禁走私違禁品，使用仿冒品及盜版光碟或軟體。
22. 為維護海勤同仁健康，每位同仁每週限購香煙一條(200 支)，並嚴禁囤積、走私、轉售或攜帶下船，若因個人行為導致觸犯各國法規並損及公司權益者，公司將從嚴議處並移送各國有關單位依法究辦。
23. 請勿攜帶太多現金上船，財不露白，自身貴重物品及房間鑰匙勿轉交他人，嚴禁私人借貸而導致船員間的財務糾紛。
24. 船上供應伙食，如有特殊需求（如不吃牛肉或豬肉），請先告知大廚，因船上伙食只由一位大廚負責，菜色變化可能無法和岸上相比，也請同學能體諒大廚辛苦，多多給予鼓勵。
25. 請攜帶個人盥洗物品上船，船上每月提供洗衣粉、衛生紙、肥皂、毛巾，若不足則需自行攜帶。
26. 船上各項民生用水都由岸上接管送至船上水櫃備用，請珍惜水資源，船上已裝設飲用水過濾設備，可安心飲用，亦可向船上同仁詢問如何自費購買包裝飲用水。
27. 船上活動空間有限，所能提供的娛樂設備也較有限。貨櫃船步調緊湊，應妥善利用休息時間以獲得充分睡眠，勿沉溺於娛樂而影響作息，並適當運動，保持愉快心情。

本人已閱讀並了解上述規定，隨船期間無論船在航行中或停泊中，均應遵守船上規定，否則如發生任何事故，本人願自行負責。

本人簽名：\_\_\_\_\_ 日期：民國\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日

緊急連絡人：\_\_\_\_\_ 緊急連絡電話：手機\_\_\_\_\_

家中電話\_\_\_\_\_





## 保證人及被保人須知

- 一、保證人須由殷實商號負責人、機關單位主管或有正當職業之二人擔任之。正當職業由本公司認定，或提供房地產保證明之(應附土地所有狀或房屋稅單影本)。惟義務役軍人及學生不可為保證人。
- 二、若由商號具保則需提供營利事業登記證影本或房地產保影本。
- 三、保證人如欲退保須於退保日前30天以書面通知本公司，由本公司通知被保人另行覓妥保證人，俟新保證人覓妥並簽訂新保證書後六個月後方得解除原保證人責任。
- 四、保證人之地址或住所如有變更，被保證人須於變更後30日內以電話或書面方式通知本公司，若被保證人未盡通知義務，本公司有權終止與被保證人之僱用契約。
- 五、保證人因死亡及其他事故喪失保證人資格時，被保證人應立即通知本公司，倘被保證人未盡通知義務，本公司有權終止與被保證人之僱用契約。

中 華 民 國 年 月 日

附表

## 船員體格(健康)檢查證明書 MEDICAL CERTIFICATE OF SEAFARER

姓名 Name		性別 Gender <input type="checkbox"/> 男 Male <input type="checkbox"/> 女 Female	年齡 Age		出生年月日 Date of birth		國籍 Nationality	
身分證 Id Card	統一編號： NO：	現職 Occupation		航行員 Nav.	輪機員 Eng.	值機員 GMDSS	乙級船員 crew	
							當值 Watch	非當值 Non-watch
住址 Address								
身高 Height				體重 Weight				
耳 Ears	聽力 Hearing	左 LT	右 RT	耳疾 Diseases				
眼 Eyes	視力 Visual Acuity	裸眼視力 Unaided Visual Acuity		矯正視力 Aided Visual Acuity			眼疾 Diseases	有無色盲 Color Deficiency
		左 LT	右 RT	左 LT	右 RT	兩眼合併 Combined		
鼻 Nose	咽喉 Throat			齒 Teeth				
胸部 Chest	心臟 Heart	脈搏 Pulse	雜音 Murmur	節律 Rhythm				
	肺臟 Lung	聽診 Auscultation	雜音 Rale, Rhonchi, Wheezing	呼吸 Breathing				
血壓(舒張壓/收縮壓) Blood pressure								
腹部 Abdomen	肝臟 Liver	脾臟 Spleen						
	盲腸 Appendix	疝氣 Hernia						
脊柱及四肢 Spine & Extremities	畸形 Deformity		骨膜 Periosteum	關節 Joint				
皮膚病 Skin Disease	神經系統 Neural system		尿：糖 Urine: Sugar	蛋白質 Albumin				
血液檢查 Blood	白血球 W.B.C		赤血球 R.B.C	血色素 Hgb				
梅毒血清反應 V.D.R.L	胸部 X 光(大片) Chest X-Ray			其他 Others				
法定傳染病 Statutory Infectious Diseases				身體障礙 Physical Disability				
精神疾病 Psychiatric Disorder				語言障礙 Language Disability				
菸酒習慣 Habits of Tobacco & Alcohol				其他病症 Other Diseases				
貼 相 片 處	<b>檢驗結果：</b> <input type="checkbox"/> 合格 Normal <input type="checkbox"/> 不合格 Fail			檢驗醫院 Hospital    (加蓋印信) (Endorsed)				
	<b>Conclusion</b> (不合格者請註明患有檢查標準某項某款疾病名稱)							
	日期：中華民國      年      月      日							
	Date of examination :      /      / (西元 A.D. month / day / year)							
檢驗醫師 (簽名蓋章) : _____ Doctors Signature								
簽 證 欄	It is certified that Mr. _____ has been examined to the ROC medical and visual standards laid down pursuant to the "Medical Examination (Seafarers) Convention, 1946 (No.73)", "Maritime Labour Convention, 2006 (MLC 2006)" and "International Convention on Standards of Training, Certification and Watchkeeping for seafarers (STCW), as amended", by the medical practitioner of public hospital and found fit for his position on board ship. endorsed on _____ endorsed by _____							
航海人員簽名： Seafarer's signature								

注意事項及檢查標準詳見背面

一、注意事項：

(一) 醫師注意事項：

1. 檢驗醫師請注意檢查標準。
2. 檢驗醫師核對身分證及相片無訛後，依本表所列各項目詳細檢驗，逐一記載，並請於檢驗結果欄內註明「合格」或「不合格」其不合格者，請註明該受檢驗人患有檢查標準某項某款疾病名稱。
3. 檢驗完竣後，由檢驗醫師簽名蓋章，填寫年月日，加蓋檢驗醫師印信。

(二) 受檢驗船員注意事項：

1. 船員申請檢驗應出示身分證。
2. 船員經檢驗而被拒絕發給合格證明者得重行申請與船東、船東團體或船員團體均無關係，但為主管機關認可之醫師再度檢驗。

(三) 體格檢查證明書自發給之日起，有效期間為二年。但船員年齡未滿十八歲之體格檢查證明書有效期間為一年。船員持有之體格檢查證明書在航行中到期或最近過期且遇有緊急情況，得允許該船員工作至其可從合格醫師處取得體格檢查證明書之下一停靠港，其期間不得超過三個月。

二、船員體格檢查要項

(一) 船員之體格或健康檢查，有下列各項之一，致不堪勝任工作者，為不合格：

1. 患有傳染病防治法所定傳染疾病尚未經治療。
2. 經相關專科醫師鑑定，患有精神疾病。
3. 患有其他疾病。
4. 言語障礙。
5. 聽力不良。
6. 身體障礙。
7. 不能辨別紅、綠、藍三原色。但事務部門或旅客部門人員除外。

(二) 航海人員經發現有下列情形之一者，視力檢查為不合格：

1. 擔任當值工作之航行員及乙級船員其視力在距離五公尺，以萬國視力表測驗，任一眼矯正視力未達○·五。
2. 擔任當值工作之輪機員及乙級船員其視力在距離五公尺，以萬國視力表測驗，一眼矯正視力未達○·四及兩眼合併矯正視力未達○·四。
3. 非擔任當值工作之乙級船員，其視力在距離五公尺，以萬國視力表測驗，一眼矯正視力未達○·四及兩眼合併矯正視力未達○·四。
4. 航行員、輪機員、電信人員及參加航行當值之乙級船員，有色盲或夜盲。

(三) 電信人員之聽力，須在離開三十公分兩耳均能聽到碼錶秒時音。

1. Notes:

(1) Note to doctors:

- a. Doctors are requested to pay attention to examination criteria.
- b. After checking that there is no discrepancy between the patient's ID and photograph, doctors should carry out a thorough inspection of all the items in this list and make a record of each. Doctors are also requested to write 'normal' or 'fail' in the results column, and to record what illnesses precluded the crewman from passing the examination.
- c. Upon completion of the examination, the doctor should provide his/her signature and seal, and fill out the date. The doctor's credentials should also be stamped.

(2) Notes for seafarers undergoing examinations:

- a. Seafarers should present their ID at the examination.
- b. Reapplication by seafarers who fail the medical examination bears no relation to the shipowner, shipowner's groups or seafarers' groups. However, the repeat examination must be conducted by a doctor authorized by the supervisory authorities.

(3) The medical certificate is effective from the date of examination and valid for 2 years. However, the medical certificate of seafarers less than 18 years old is effective from the date of examination and valid for 1 year. In cases where the medical certificate of a seafarer expires in the course of a voyage, or will expire in the near future and in urgent cases, the seafarer may be permitted to work on board without a valid certificate until the next port of call where the seafarer can obtain a certificate from a qualified medical practitioner, provided that the period of such permission does not exceed 3 months.

2. Key points for seafarers undergoing the medical examination:

(1) The seafarers having one of the following situations will fail in the medical or health examination.

- a. Suffering from an infectious disease specified in the Communicable Disease Control Act, and who have not undergone treatment for this disease.
- b. Suffering from a mental disease that prevents them from being able to competently carry out their work, or who exhibit a clear tendency to harm others or themselves, or who exhibit harmful behavior, and being confirmed by verification.
- c. Suffering from other diseases that prevent them from being able to competently carry out their work.
- d. Suffering from a speech impediment that prevents them from being able to competently carry out their work.
- e. Suffering from impaired hearing that prevents them from being able to competently carry out their work.
- f. Suffering from a physical disability that prevents them from being able to competently carry out their work.
- g. Unable to distinguish the colors red, green and blue; although this does not apply to the general affairs or a passenger department personnel.

(2) Seafarer's eyesight criteria:

- a. The aided visual acuity of the officers in charge of a navigational watch and ratings forming part of a navigational watch, according to eye chart test, less than 0.5 in either eye at a distance of 5 meters qualify as a 'fail'.
- b. The aided visual acuity of the officers in charge of an engineering watch and ratings forming part of an engineering watch, according to eye chart test, less than 0.4 in each eye and less than 0.4 combined eyesight vision at a distance of 5 meters qualify as a 'fail'.
- c. The aided visual acuity of the ratings not forming part of a watch, according to eye chart test, less than 0.4 in each eye and less than 0.4 combined eyesight vision at a distance of 5 meters qualify as a 'fail'.
- d. The officers, radio operators and ratings of a navigational watch who suffer from color blindness qualify as a 'fail'.

(3) Radio operators unable to hear the second hand ticking on a chronograph at a distance of 30cm in either ear qualify as a 'fail'.

## 台籍船員體檢表注意事項

1. 請使用公司寄發之交通部港務局船員體格證明書至公立醫院體檢
2. 務必檢測裸視、矯正後視力 / 肝功能指數 GOT、GPT / 腰圍，三項；大廚除了前述項目需再加作，阿米巴原蟲(AMOEBA) / 大腸桿菌(桿菌性痢疾) / A 型肝炎。
3. 一式兩份皆需正本，一份繳回船員管理課，另一份上船報到時繳交給船長。
4. 體檢結果以英文(Normal)填寫，檢驗結果欄需蓋上 Fit For Duty 印章。
5. 檢驗日期民國年月日及西元年月日請填寫正確。
6. 下方簽證欄請務必簽名，並予醫師簽署或蓋章。
7. 體檢表下方航海人員簽名處需簽署英文姓名，以示完全了解自己之身體狀況。
8. 上船須持有三個月內之體檢表。

附表

### 船員體格(健康)檢查證明書

#### MEDICAL CERTIFICATE OF SEAFARER

姓名 Name	英文姓名		性別 Gender	<input type="checkbox"/> 男 Male <input type="checkbox"/> 女 Female	年齡 Age	出生年月日 Date of birth	國籍 Nationality	
身分證 Id Card	統一編號: NO:		現職 Occupation	航行員 Nav.	輪機員 Eng.	值機員 GMDSS	乙級船員 crew 當值 Watch / 非常值 Non-watch	
住址 Address	英文地址 (與契約相同)							
身高 Height			體重 Weight					
耳 Ears	聽力 Hearing	左 LT	右 RT	耳疾 Diseases				
眼 Eyes	視力 Visual Acuity	裸眼視力 Unaided Visual Acuity		矯正視力 Aided Visual Acuity			眼疾 Diseases	有無色盲 Color Deficiency
		左 LT	右 RT	左 LT	右 RT	兩眼合併 Combined		
鼻 Nose	咽喉 Throat		齒 Teeth					
胸部 Chest	心臟 Heart	脈搏 Pulse		雜音 Murmur	節律 Rhythm			
	肺臟 Lung	聽診 Auscultation		雜音 Rale, Rhonchi, Wheezing	呼吸 Breathing			
血壓(舒張壓/收縮壓) Blood pressure						GOT : GPT : 腰圍 : waistline		
腹部 Abdomen	肝臟 Liver	脾臟 Spleen			腰圍 : waistline			
	盲腸 Appendix	疝氣 Hernia						
脊柱及四肢 Spine & Extremities	畸形 Deformity		骨膜 Periosteum	關節 Joint				
皮膚病 Skin Disease	神經系統 Neural system		尿:糖 Urine: Sugar	蛋白質 Albumin				
血液檢查 Blood	白血球 W.B.C	赤血球 R.B.C		血色素 Hgb				
梅毒血清反應 V.D.R.L	胸部 X 光(大片) Chest X-Ray			其他 Others				
法定傳染病 Statutory Infectious Diseases				身體障礙 Physical Disability				
精神疾病 Psychiatric Disorder				語言障礙 Language Disability				
菸酒習慣 Habits of Tobacco & Alcohol				其他病症 Other Diseases				
貼 相 片 處	檢驗結果		<input checked="" type="checkbox"/> 合格 Normal		<input type="checkbox"/> 不合格 Fail			
	Conclusion		Fit For Duty (印章)					檢驗醫院 Hospital
	(不合格者請註明應有檢查標準某項某款疾病名稱)							
	日期: 中華民國 年 月 日							
Date of examination: / / (西元 A.D. month / day / year)								
檢驗醫師 (簽名蓋章): _____							(加蓋印信) (Endorsed)	
簽 證 欄	It is certified that Mr. <span style="border: 2px solid yellow;">受檢船員英文姓名</span> has been examined to the ROC medical and visual standards laid down pursuant to the "Medical Examination (Seafarers) Convention, 1946 (No.73)", "Maritime Labour Convention, 2006 (MLC 2006)" and "International Convention on Standards of Training, Certification and Watchkeeping for seafarers (STCW), amended, by the medical practitioner (醫師) at _____ hospital and found fit for his position on board ship. endorsed on <span style="border: 2px solid yellow;">體檢日期</span> endorsed by <span style="border: 2px solid yellow;">檢驗醫師簽名蓋章</span>							
航海人員簽名: Seafarer's signature	船員簽名(英文)							

船員定期僱傭契約 (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 本契約經萬海航運股份有限公司代理萬海航運(新加坡)有限公司(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。

This agreement is entered into by WAN HAI LINES LTD. representative of WAN HAI LINES (SINGAPORE) PTE LTD. (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.

Article01 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)

Article02 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)

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:

第四條 乙方服務船名:

輪

Article 4 Name of Vessel that Party B serves on the board:

第五條 簽約日期:民國 年 月 日;簽約地點:台北市松江路136號10樓(萬海航運股份有限公司地址)

Article 5 生效日期(包括僱傭與解僱):民國 年 月 日

Date of Contract (Y/M/D): / / ; Signing Place: 10<sup>th</sup> Floor, 136, Sung Chiang RD., Taipei, Taiwan (Address of Wan Hai Lines LTD)

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

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)

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)

第六條 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 6 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.

第七條 乙方之待遇:

Article 7 Wages and Payments:

薪資: 新臺幣 元 津貼: 新臺幣 元

Wages: NT\$ Allowances: NT\$

伙食:由甲方供應,伙食費為每日美金8.5元。

Victualling Allowance: Party A shall be liable to pay a victualling allowance of USD 8.5 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,但薪資應占新津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 乙方新津不論係贍養家庭部份或係逕發部份,均應由甲方於當月月月底給付,至遲不得超過次月十五日。當月月月底在航行中者,逕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。

Article08 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.

- 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.  
Article 9 (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.
- 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。  
Article 10 Overtime and Overtime Compensation: Fixed overtime compensation is NT\$\_\_\_\_\_per hour; Non-fixed overtime compensation is NT\$\_\_\_\_\_per hour  
(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. Emergency or particular situations on board in the port.  
3. Party A shall not receive a reward because that Party B works pursuant to an order of government or military.
- 第十一條 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。  
Article 11 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.
- 第十二條 休假：(一)國定假日及航海節為休假日。  
(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 12 Leave: (1)The national statutory holidays and the Maritime Festival are paid leaves.  
(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.
- 第十三條 本條刪除  
Article 13 Deleted
- 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 14 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:  
(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喪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。  
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.  
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
- Article 15

previously.

- 第十六條 乙方因自身事故抵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。
- Article 16 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.
- 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.
- Article 17 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.
- 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。
- Article 18 Party B shall not leave the vessel abroad without permission, and shall be responsible for any damage or loss to Party A accordingly.
- 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。
- Article 19 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.
- 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。
- Article 20 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.
- 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。
- Article 21 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.
- 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)在其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 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.

Article 25 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.

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。

第二十六條 Article 26 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.

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前薪津。

Article 27 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.

第二十八條 Article 28 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.

第二十九條 Article 29 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.

Article 29 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.

第三十條 Article 30 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:



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二個月 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	原薪津九又三分之二個月 9 and 2/3 months original wage and allowance
10	原薪津八又三分之二個月 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	原薪津六又三分之二個月 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，不得以任何理由提出異議。

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.

Article 32 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：萬海航運(新加坡)有限公司 WAN HAI LINES (SINGAPORE) PTE LTD.

代理人 Representative: 萬海航運股份有限公司 WAN HAI LINES LTD.

**甲方 Party A**

簽名或蓋章 Signature or seal

代表人 Representative 姓名 Name 謝福隆 Tommy Hsieh

職稱 Position 總經理 President

住址 Address 台北市松江路 136 號 10 樓 10<sup>th</sup> Floor, 136, Sung Chiang RD., Taipei, Taiwan

統一編號 Unified Business Number 11395000

**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 (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 本契約經萬海航運股份有限公司(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。

Article01 This agreement is entered into by WAN HAI LINES LTD. (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)

Article02 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)

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:

第四條 乙 方 服 務 船 名 :

輪

Article 4 Name of Vessel that Party B serves on the board:

第五條 簽約日期:民國 年 月 日; 簽約地點:台北市松江路136號10樓(萬海航運股份有限公司地址)

Article 5 生效日期(包括僱傭與解僱):民國 年 月 日

Date of Contract (Y/M/D): / / ; Signing Place: 10<sup>th</sup> Floor, 136, Sung Chiang RD., Taipei, Taiwan  
(Address of Wan Hai Lines LTD)

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

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)

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)

第六條 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 6 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.

第七條 乙方之待遇:

Article 7 Wages and Payments:

薪資: 新臺幣 元 津貼: 新臺幣 元

Wages: NT\$ Allowances: NT\$

伙食:由甲方供應,伙食費為每日美金8.5元。

Victualling Allowance: Party A shall be liable to pay a victualling allowance of USD 8.5 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,但薪資應占新津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 乙方新津不論係贍養家庭部份或係選發部份,均應由甲方於當月月月底給付,至遲不得超過次月十五日。當月月月底在航行中者,選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。

Article08 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.

- 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.  
Article 9 (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.
- 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。  
Article 10 Overtime and Overtime Compensation: Fixed overtime compensation is NT\$\_\_\_\_\_per hour; Non-fixed overtime compensation is NT\$\_\_\_\_\_per hour  
(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. Emergency or particular situations on board in the port.  
3. Party A shall not receive a reward because that Party B works pursuant to an order of government or military.
- 第十一條 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。  
Article 11 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.
- 第十二條 休假：(一)國定假日及航海節為休假日。  
(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 12 Leave: (1)The national statutory holidays and the Maritime Festival are paid leaves.  
(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.
- 第十三條 本條刪除  
Article 13 Deleted
- 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 14 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:  
(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喪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。  
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.  
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
- Article 15

previously.

- 第十六條 乙方因自身事故抵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。
- Article 16 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.
- 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.
- Article 17 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.
- 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。
- Article 18 Party B shall not leave the vessel abroad without permission, and shall be responsible for any damage or loss to Party A accordingly.
- 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。
- Article 19 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.
- 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。
- Article 20 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.
- 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。
- Article 21 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.
- 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)在其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 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.

Article 25 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.

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。

第二十六條 Article 26 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.

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前薪津。

Article 27 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.

第二十八條 Article 28 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.

第二十九條 Article 29 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.

Article 29 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.

第三十條 Article 30 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:

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二個月 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	原薪津九又三分之二個月 9 and 2/3 months original wage and allowance
10	原薪津八又三分之二個月 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	原薪津六又三分之二個月 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，不得以任何理由提出異議。

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.

Article 32

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：萬海航運股份有限公司 WAN HAI LINES LTD.

**甲方 Party A**

簽名或蓋章 Signature or seal

代表人 Representative 姓名 Name 謝福隆 Tommy Hsieh

職稱 Position 總經理 President

住址 Address 台北市松江路 136 號 10 樓 10<sup>th</sup> Floor, 136, Sung Chiang RD., Taipei, Taiwan

統一編號 Unified Business Number 11395000

**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 )



# 範 例

## 船 員 定 期 僱 傭 契 約 (本契約範本係交通部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 本契約經萬海航運股份有限公司(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。

This agreement is entered into by WAN HAI LINES LTD. (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.

Article 1 Any matter or event not provided in the context of this Contract shall be governed by the relevant regulations. However, if the regulations have specific amendments, the provisions of the relevant authorities.

Any additional agreements between Party A and Party B, or the promises given by Party B, shall be invalid if contradictory to laws and the Contract.

A collective bargaining agreement which is a so-called collective agreement in accordance with the relevant laws shall be applied.

請依範例格式,填寫中文姓名、英文姓名  
身分證號碼、出生年月日、出生地即可

第二條 乙方姓名:(中文) 王大明 C123456789

Article 2 Name of Party B:(English) WANG DA MING

(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)

乙方年齡: 歲;出生於民國 XX 年 XX 月 XX 日;出生地: 基隆

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:

第四條 乙 方 服 務 船 名 : 輪

Article 4 Name of Vessel that Party B serves on the board:

第五條 簽約日期:民國 年 月 日;簽約地點:台北市松江路 136 號 10 樓(萬海航運股份有限公司地址)  
生效日期(包括僱傭與解僱):

Article 5 Date of Contract (Y/M/D): / / ; Signing Place: 10<sup>th</sup> Floor, 136, Sung Chiang RD., Taipei, Taiwan  
(Address of WAN HAI LINES LTD.)

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

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)

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)

第六條 僱傭期間: 年 個月,自訂約生效之日起算。僱傭期間最長為廿四個月,如係續約者,自前約屆滿之次日起算,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 6 The employment period starts from the effective date of the contract, and will be \_\_\_\_\_ year(s) and \_\_\_\_\_ month(s) in total. The maximum period of employment is 24 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.

第七條 乙方之待遇:

Article 7 Wages and Payments:

薪資:新台幣

Wages: NTS

津貼:新台幣

Allowances: NTS

(內含固定加班費 103 小時)

(Fixed overtime compensation 103 hours includes)

伙食:由甲方供應,伙食費為每日新台幣 230 元。

Victualling Allowance: Party A shall be liable to pay a victualling allowance of NTS\$ 230 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,係指乙方在服務期間,按月支領之薪資及津貼,但薪資應占新津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 乙方薪資不論係贍養家庭部份或係逕發部份,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,逕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資。

Article 8 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.

# 範 例

簽訂契約人 Contractors：萬海航運股份有限公司 WAN HAI LINES LTD.

甲方 Party A

簽名或蓋章 Signature or seal

代表人 Representative 姓名 Name 陳柏廷 Chen, Po-Ting  
職稱 Position 董事長 Chairman

住址 Address 台北市松江路 136 號 10 樓 10<sup>th</sup> Floor, 136, Sung Chiang RD., Taipei, Taiwan

統一編號 Unified Business Number 11395000

1. 此面若有任何塗改，請在塗改處加蓋私章。
2. 法定繼承人的稱謂（關係）請務必填寫
3. 請務必於簽名或蓋章處加蓋私章

乙方姓名 Name of Party B 王大明 WANG DA MING

王大  
明印

簽名或蓋章 Signature or seal

住址 Address 台北市敦化北路 XXX 號 OO 樓

OOth Floor, XXX Tun Hwa N. Road, Taipei 10595, Taiwan

身分證統一編號 ID Number (護照號碼 Passport Number) C123456789 (護照號碼 123456789)

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

王建華 WANG JIAN HWA (父 / Father)

王建  
華印

簽名或蓋章 Signature or seal

住址 Address 台北市敦化北路 000 號 XX 樓

XXth Floor, 000 Tun Hwa N. Road, Taipei 10595, Taiwan

\*\*\*日期請勿填寫\*\*\*

民 國 年 月 日  
Date (Y/M/D)

## ADDENDUM OF R.O.C (TAIWAN) SEA 台灣船員定期僱傭契約 附錄

### Hours of or rest

#### 休息時數

1. Every seafarer on board is entitled to hours of rest, and the hours of rest shall not be less than 10 hours in any 24-hour period and not less than 77 hours in any 7- day period. The minimum hours of rest may be divided into no more than two periods, one of which shall be at least 6 hours in length, and the interval between consecutive periods of rest shall not exceed 14 hours.

所有船員皆享有任何 24 小時內至少休息 10 小時、且於任何 7 天內至少休息 77 小時之權利。而休息時間至多可分為兩段，其中一段至少需超過 6 小時，且相連的兩段休息間隔不得超過 14 小時。

2. Agreement between a seafarer and a shipowner may also set out exceptions from the required hours of rest in paragraph 1 for all seafarers for watchkeeping seafarers certified under STCW for watchkeeping duties or whose ship is on a short voyage. (In this document, a "short voyage" means a voyage where, within any 24-hour period, the ship calls at two or more terminals, or locations where any loading or unloading of cargo, or embarkation or disembarkation of persons, occurs. The 24-hour period shall commence when the ship is first secured at the terminal or location where the short voyage begins.) Such exceptions shall meet the same conditions specified in the below. 若因航程較短而可能導致產生異於第一段所要求之休息時數狀況，則在符合 STCW 值班之規範下允許以下的例外。(此文件所指之短航程係指船舶的某一航程，在任 24 小時內發生靠泊兩個(含)碼頭或地點以上/貨物裝卸/人員上下等狀況，此 24 小時是從短航程離港/地點時起算)，則此例外在符合下述所有狀況時成立。

(a) The minimum hours of rest shall not be less than 10 hours in any 24-hour period, and not be less than 70 hours in any 7-day period, and such reduced rest periods shall not exceed 2 consecutive weeks, and the intervals between any 2 reduced rest periods shall not be less than twice the duration of the preceding rest period.

任 24 小時內至少休息 10 小時以上，任何 7 天內休息時數不得少於 70 小時，且上述兩種例外情況不得連續超過兩週(以最多連續兩週為限)，而例外狀況的間隔至少為例外期間的兩倍以上。

(b) The minimum hours of rest may be divided into no more than three periods, one of which shall be at least 6 hours in length and neither of the other two periods shall be less than 1 hour in length.

休息期間得予以分為三段，其中一段至少不少於 6 小時，且另外兩段休息時間皆不應小於 1 小時。

(c) The intervals between consecutive periods of rest shall not exceed 14 hours.

相連的兩段休息間隔時間應不得大於 14 小時。

(d) There shall not be more than two 24-hour periods of reduced rest in any 7-day period.

任何 7 天內的例外狀況不得超過兩個 24 小時。

(e) Exceptions shall take into account the guidance regarding prevention of fatigue given in Code B of the STCW 2010 (Manila Amendments).

例外應參考 STCW2010(Manila Amendments) B 部分防止疲勞的準則。

(f) Exceptions when given shall take into account more frequent, or longer leave periods or compensatory leave.

例外情況應以增加船員休假的頻次、更長的休假或補休作為調整。

(g) The Merchant Shipping (Training, Certification and Manning) Regulations are complied with at all times.

此商船規則於任何時間皆應遵守。

### Compensation of personal effects

#### 私人物品補償

Part A shall compensate Part B for the loss of Part B's personal effects on board due to the loss of the ship or fire on board the ship, subject to a maximum of USD \$3000. Part B should submit a list of the lost personal effects to Part A for approval and reimbursement. The above-mentioned personal effects shall be limited to Part B's essential requirement on board and exclude non-salaried cash or other forms of currency, negotiable instruments, precious or rare metals or stones, objects of a rare or precious nature and so on.

甲方應補償船員因船舶滅失或發生火災所導致私人物品之損失，但補償金額最高不得超過美金 3000 元。船員必須提列私人物品損失明細與金額向甲方提出申請，經甲方確認核准後支付補償金。上述私人物品應限於船員在船上之必須物品，不包含非薪俸之現金或其他貨幣形式、可轉讓票據、貴重或稀有的金屬或寶石、貴重或稀有性質之物品等等。

船員簽名(Taiwanese Crew Signature) :

日期(Date) :

船東蓋章(MLC Shipowner Stamp) :

日期(Date) :

#### 注意(Notice)

請台籍船員於上船前閱讀此附錄規定，並與定期僱傭契約訂附在一起，以備查驗之所需。

Taiwanese crew should read this addendum before sign-on and attach this document to SEA for necessary inspection.

本人同意萬海航運股份有限公司將本人之薪資單以E-mail方式寄至以下信箱。

一·身 份 證 字 號：\_\_\_\_\_

二·中 文 姓 名：\_\_\_\_\_

三·個人 E-mail 帳號：\_\_\_\_\_ (請書寫端正，以免寄錯他處)

四·電子薪資單檔案開啟密碼：\_\_\_\_\_ (最多10碼)

(公司預設為個人身份證字號，有修改需求者，再填入本欄)

以上

敬請本人簽名後，交給船員管理課收。

申 請 者 (本人) 簽 名：\_\_\_\_\_

申 請 日 期：中 華 民 國                      年                      月                      日



萬海航運股份有限公司

WAN HAI LINES LTD.

### 海員手冊及護照保管說明

為提升同仁使用證件之彈性及考量證件保管之安全性，公司將於同仁下船且海員手冊完成任卸職手續辦理後，主動將海員手冊及護照寄還予同仁。若同仁欲將海員手冊及護照放置於公司，煩請於下船前在「船員請假報告」勾選同意海員手冊及護照交予公司保管，或填寫以下「同意回執條」連同海員手冊及護照交予公司。唯公司不因同仁主動寄送相關證件及其他相關表單而成立僱傭契約，且不代表公司承諾未來一定派船或簽訂新僱傭契約，仍以日後實際簽訂之僱傭契約書為契約成立。 敬祝 平安 順心！

船務部 敬啟

### ----- 同 意 回 執 條 -----

本人\_\_\_\_\_同意將海員手冊及護照交予公司保管，並了解若有使用證件的需求，可與公司聯繫，公司將返還同仁證件。

簽名：\_\_\_\_\_ (必填) 身分證字號：\_\_\_\_\_ (必填)

日期：\_\_\_\_\_ (必填)

備註：



三、依照所得稅法第 17 條之規定，納稅義務人及其配偶之同胞兄弟姊妹合於下列條件之一者，每年每人得減除其扶養親屬免稅額。

- (1) 未滿 20 歲者；
- (2) 已滿 20 歲，因在校就學受納稅義務人扶養者；
- (3) 已滿 20 歲，因身心殘障受納稅義務人扶養者；
- (4) 已滿 20 歲，因無謀生能力受納稅義務人扶養者。

本人及其配偶之同胞兄弟姊妹合於上列規定條件者，計有： \_\_\_\_\_ 人

姓名	稱謂	出生年月日	身分證統一編號	符合之條件	姓名	稱謂	出生年月日	身分證統一編號	符合之條件
				( )					( )
				( )					( )
				( )					( )
				( )					( )
				( )					( )

四、依照所得稅法第 17 條之規定，納稅義務人之其他親屬或家屬，合於下列條件之一者，每年每人得減除其扶養親屬免稅額，但受扶養者之父或母如屬第 4 條第 1 款及第 2 款之免稅所得者，不得列報減除。

- (1) 合於民法第 1114 條第 4 款未滿 20 歲或滿 60 歲以上無謀生能力確係受納稅義務人扶養者。
- (2) 合於民法第 1123 條第 3 項未滿 20 歲或滿 60 歲以上無謀生能力確係受納稅義務人扶養者。

姓名	稱謂	出生年月日	身分證統一編號	符合之條件	姓名	稱謂	出生年月日	身分證統一編號	符合之條件
				( )					( )
				( )					( )
				( )					( )
				( )					( )
				( )					( )

附註：民法第 1114 條：左列親屬互負扶養之義務：

- 一、直系血親相互間。
- 二、夫妻之一方與他方之父母同居者其相互間。
- 三、兄弟姊妹相互間。
- 四、家長家屬相互間。

民法第 1123 條：家置家長。

同家之人除家長外均為家屬。

雖非親屬而以永久共同生活為目的同居一家者視為家屬。

薪資受領人 \_\_\_\_\_ 填報日期 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

(簽章)