

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

### **Parties to this Contract:**

#### **Party A (Taiwanese Employer)**

Name of Employer: .....

Mailing Address: .....

.....

Telephone Number: .....

#### **Party B**

Name of Crew Member: .....

National Identification Card No. or Passport No.: .....

Mailing Address: .....

.....

Phone Number: .....

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

### **Article 1 Contract Period**

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

### **Article 2 Wage, Benefits and Payment for Party B**

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

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

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

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

**Article 4**  
**Transportation Costs**

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

**Article 5**  
**Working Hours, Rest Period and Leave**

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

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

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

## **Article 6**

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

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

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

## **Article 7**

### **Requirements that Party B shall Comply with**

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

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

### **Article 8** **Breach of Contract**

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

### **Article 9** **Dispute Resolution**

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

be filed.

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

#### **Article 10 Other**

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

Party A: \_\_\_\_\_ (Signature)    Party B: \_\_\_\_\_ (Signature)

Date: \_\_\_\_\_ (day) \_\_\_\_\_ (month) \_\_\_\_\_ (year)