

行政院及所屬各機關出國報告
(出國類別：其他-國際會議)

赴菲律賓出席第 7 屆臺菲勞工會議

服務機關：勞動部、勞動部勞動力發展署

| | | |
|-------|------|-----|
| 職稱姓名： | 部長 | 林美珠 |
| | 署長 | 黃秋桂 |
| | 專門委員 | 周佳靜 |
| | 組長 | 薛鑑忠 |
| | 副組長 | 蕭惠文 |
| | 科長 | 于曉秋 |
| | 技正 | 陳暉江 |

派赴地區：菲律賓馬尼拉

出國期間：106 年 9 月 4 日至 106 年 9 月 6 日

報告日期：106 年 12 月

目次

| | |
|--------------------------------|----|
| 摘要 | 3 |
| 壹、目的..... | 4 |
| 貳、臺菲雙方出席名單..... | 5 |
| 參、行程..... | 7 |
| 肆、第 7 屆臺菲勞工會議情形 | 13 |
| 附錄 | |
| 附錄 1、第 7 屆臺菲勞工會議結論(中、英文版)..... | 35 |
| 附錄 2、第 7 屆臺菲勞工會議照片 | 44 |

摘要

本部自 78 年開放外籍勞工來臺工作，陸續引進菲律賓、印尼、泰國及越南等國家勞工，來臺從事製造工作、營造工作、海洋漁撈工作、家庭與機構看護工及家庭幫傭等工作。為加強與各外籍勞工來源國勞工事務合作關係，雙方定期輪流召開雙邊勞工會議，共商勞工事務合作議題。

本次(第 7 屆)臺菲勞工部長會議輪由菲律賓主辦，並於 106 年 9 月 4 日至 106 年 9 月 6 日期間，由本部林部長美珠率團，應菲方邀請出席會議，雙方就多項議題交換意見，獲致主要結論如下：

- 一、 菲方同意研議及提出勞動契約與工資切結書驗證不一致的解決方案，統一勞動契約與外國人入國工作費用及工資切結書之內容。
- 二、 為建立有效機制處理菲律賓勞工衍生之積欠醫療費用，菲方同意將案件轉介至馬尼拉經濟文化辦事處菲僑事務部處理。另將尋求相關親友或教會捐款，以協助行蹤不明菲籍勞工支付在臺行政罰鍰及其他費用。
- 三、 為維護菲籍勞工的健康，並基於菲籍勞工人權保障，雙方同意加強毒品防制措施。

第 7 屆臺菲勞工會議紀錄係由我國駐菲律賓代表處林大使松煥、本部林部長美珠與馬尼拉經濟文化辦事處 Mr. ANGELITO T. BANAYO 代表、菲國勞工部部長 Mr. HON. SILVESTRE H. BELLO III 等四人共同簽署，本部勞動力發展署黃署長秋桂與菲國勞工部次長 Mr. CLARO A. ARELLANO 見證。

壹、目的

為協調聯繫各項外籍勞工引進與管理事務，以及促進我國與外籍勞工來源國雙邊勞工事務合作關係，依往例由我國與外籍勞工來源國雙方輪流主辦雙邊勞工事務會議。

第 7 屆臺菲勞工會議輪由菲律賓主辦，菲律賓於 106 年 9 月 4 日至 9 月 6 日於菲律賓馬尼拉召開會議，由本部部長林美珠率本部及勞動力發展署相關單位等人出席，與菲方共商當前所遭遇勞工事務合作議題，以增進雙邊勞務關係，同時拓展我國外交關係。

第 7 屆臺菲勞工會議在臺菲雙方熱烈討論下順利閉幕，雙方並同意將持續就本次會議達成之共識，積極規劃配合相關事宜。

另本部代表團除出席雙邊會議外，並參訪菲律賓當地職訓中心及安排林部長美珠與 Mr. HON. SILVESTRE H. BELLO III 部長會晤，就菲律賓辦理職業訓練情形與加強菲國勞工在臺工作權益保障及人力運用等情形互相交換意見。

貳、臺菲雙方出席名單

一、菲方代表團名單

| 序號 | 姓名 | 單位及職稱 |
|----|-----------------------------|--|
| 1 | HON. SILVESTRE H. BELLO III | 菲律賓勞工部部長(出席開、閉幕式) DOLE, Secretary |
| 2 | CLARO A. ARELLANO | 菲律賓勞工部次長(會議主談人) DOLE, Undersecretary |
| 3 | JOJI V. ARAGON | 菲律賓勞工部處長 DOLE, Assistant Secretary |
| 4 | HANS LEO C. CACDAC | 菲律賓海外勞工福利署署長(POEA 前署長) OWWA, Administrator |
| 5 | BERNARD P. OLALIA | 菲律賓勞工部次長代理海外就業署署長 POEA, Undersecretary and OIC Administrator |
| 6 | CESAR I. CHAVEZ, JR. | 菲律賓勞工部部長辦公室勞工代表 OSEC, Labor Attache |
| 7 | MELCHOR B. DIZON | 菲律賓勞工部部長辦公室勞工代表 OSEC, Labor Attache MECO 駐臺北勞工中心主任 Labor Center-Taipei, Director |
| 8 | CYNTHIA R. CRZ | 菲律賓勞工部部長辦公室勞工代表 OSEC, Labor Attache MECO 駐高雄勞工中心主任 Labor Center-Kaohsiung, Director |
| 9 | FIDEL A. MACAUYAG | 菲律賓勞工部部長辦公室勞工代表 OSEC, Labor Attache (新任 MECO 駐臺中勞工中心主任) |
| 10 | ATTY. JOHN RIO A. BAUTISTA | 菲律賓海外就業署組長 POEA, Director |
| 11 | LEVISON C. ALCANTARA | 菲律賓海外就業署組長 POEA, Director |
| 12 | ALICE Q. VISPERAS | 菲律賓勞工部國際勞工事務司 DOLE-ILAB, OIC-Director |

| MECO 馬尼拉經濟文化辦事處 | | |
|-----------------|----------------------------|---------------------------------------|
| 13 | ANGELITO T. BANAYO | MECO 理事主席 (兼駐臺代表) Chairman |
| 14 | GILBERTO F. LAUENGCO | MECO 副主席 Vice Chairman |
| 15 | EDDIE U. TAMONDONG | MECO 董事 MEMBER, Board of Directors |
| 16 | ATTY. ARTHUR A. ABIERA JR. | MECO 副秘書長 Corporate Secretary |

二、臺方代表團名單

| 序號 | 姓名 | 服務單位 | 職稱 |
|--------------|-------|-----------|------|
| 1 | 林美珠 | 勞動部 | 部長 |
| 2 | 黃秋桂 | 勞動部勞動力發展署 | 署長 |
| 3 | 周佳靜 | 勞動部 | 專門委員 |
| 4 | 薛鑑忠 | 勞動部勞動力發展署 | 組長 |
| 5 | 蕭惠文 | 勞動部勞動力發展署 | 副組長 |
| 6 | 于曉秋 | 勞動部勞動力發展署 | 科長 |
| 7 | 陳暉江 | 勞動部勞動力發展署 | 技正 |
| 駐菲律賓代表處 TECO | | | |
| 8 | 林大使松煥 | 駐菲律賓代表處 | 代表 |
| 9 | 鄒元飛 | 駐菲律賓代表處 | 組長 |
| 10 | 莊淑涵 | 駐菲律賓代表處 | 秘書 |
| 11 | 何肇育 | 駐菲律賓代表處 | 秘書 |

參、行程

一、勞動部林部長會議行程

2017年9月4日（星期一）行程

| 時間 | 內容 | 備註 |
|-----------|---|----|
| 1330-1545 | 搭乘華航 CI-703 至馬尼拉尼諾伊國際機場 | |
| 1545-1700 | 抵達馬尼拉 | |
| 1700-1830 | 下榻馬尼拉市馬尼拉飯店 The Manila Hotel, Manila | |
| 1830- | 駐菲林大使松煥工作晚餐 席設：Rizal Park Hotel | |

勞動部林部長 2017 年 9 月 5 日（星期二）行程

| 時間 | 內容 | 備註 |
|-----------|--|---|
| 0830-0900 | 與會人員報到 | |
| 0900-0940 | 開幕式 | |
| | 0900-0920 兩國代表致詞 菲方勞工部長開幕致詞 臺方勞動部長開幕致詞 | |
| | 0920-0940 臺菲雙方部長互贈禮品 臺菲雙方部長、駐外代表及雙方代表團合照 | |
| 0940-1000 | 出發參訪 | |
| 1000-1130 | 菲律賓歷史文化介紹 1.Rizal Park（菲國國父紀念公園） 2.參觀總統府辦公室（Malacanang Museum） | |
| 1130-1145 | 前往用餐地點車程 | |
| 1145-1330 | 午餐 | |
| 1330-1345 | 車程 | |
| 1345-1430 | 參訪菲勞訓練發展中心 （OWWA, Blas F. Ople Development Center for OFWs） | |
| 1430-1800 | 返回飯店休息 | |
| 1655-1700 | 雙方部長至閉幕式會場 | |
| 1800-1820 | 閉幕式 | |
| | 1800-1810 菲方勞工部次長閉幕致詞 1810-1820 臺方勞動部勞動力發展署署長閉幕致詞 | |
| 1820-1830 | 簽署會議結論 | 1. 臺菲雙方駐外代表簽署 2. 臺方部長及菲方部長見證簽署 3. 臺菲雙方主談人見證簽署 |
| 1830-2130 | 會議慶賀圓滿結束及晚宴 | 地點：馬尼拉飯店 1 樓 Roma Salon 晚宴出席人員雙方代表團共 30 人 |

勞動部林部長 2017 年 9 月 6 日（星期三）行程

| 時間 | 內容 | 備註 |
|-----------|-------------------|----|
| 0700-0900 | 早餐 | |
| 0900-1030 | 飯店退房 前往機場 | |
| 1035-1235 | 搭乘華航 CI-702 至桃園機場 | |
| 1235- | 賦歸 | |

二、臺方訪團人員會議行程

2017年9月4日（星期一）

| 時間 | 內容 | 備註 |
|-----------|---|----|
| 1330-1545 | 搭乘華航 CI-703 至馬尼拉尼諾伊國際機場 | |
| 1545-1630 | 抵達馬尼拉 | |
| 1630-1830 | 下榻馬尼拉市馬尼拉飯店 The Manila Hotel, Manila | |
| 1830-2100 | 駐菲林大使松煥工作晚餐 席設：Rizal Park Hotel | |

臺方訪團 2017 年 9 月 5 日（星期二）行程

| 時間 | 內容 | 備註 |
|-----------|---------------------------------|---|
| 0830-0900 | 與會人員報到 | |
| 0900-0940 | 開幕式 | 由菲方勞工部部長 Silvestre H. Bello III 及臺方勞動部部長林美珠共同主持 |
| | 0900-0920 | |
| | 0920-0940 | 臺菲雙方部長互贈禮品 臺菲雙方部長、駐外代表及 雙方代表團合照 |
| 0930-1000 | 休息、會議準備 | |
| 1000-1200 | 第 7 屆臺菲勞工部長會議提案討論（1） | 1. 臺方主談人：勞動力發展署黃署長秋桂 2. 菲方主談人：勞工部次長 Claro A. Arellano 先生 |
| 1200-1330 | 工作午餐 | |
| 1330-1530 | 第 7 屆臺菲勞工部長會議提案討論（2） | |
| 1530-1545 | 休息、茶點時間 | |
| 1545-1800 | 第 7 屆臺菲勞工部長會議提案討論（3） 及撰擬會議記錄 | |
| 1800-1820 | 閉幕式 | |
| | 1800-1810 | |
| | 1810-18820 | 臺方勞動力發展署署長閉幕致詞 |
| 1820-1830 | 簽署會議結論 | 1. 臺菲雙方駐外代表簽署 2. 臺方部長及菲方部長見證簽署 3. 臺菲雙方主談人見證簽署 |
| 1830-2130 | 會議慶賀圓滿結束及晚宴 | |

臺方訪團 2017 年 9 月 6 日（星期三）行程

| 時間 | 內容 | 備註 |
|-----------|---|---|
| 0700-0900 | 早餐 | |
| 0900-1030 | 整理行李 | |
| 1030-1200 | 飯店退房 前往午餐飯店 | |
| 1200-1330 | 勞動部林部長午宴 席設：Brasserie on 3, Conrad Hotel | 主賓：林大使 陪賓：鄒組長、莊秘書、何秘書等 4 人及臺方代表團 5 人，共 8 人。 |
| 1330-1430 | 前往馬尼拉尼諾伊國際機場搭機 | |
| 1430-1645 | 臺方代表團返臺 | |
| 1645-1855 | 搭乘華航 CI-704 至桃園機場 | |
| 1855-2000 | 抵達桃園機場 | |
| 2000- | 賦歸 | |

肆、第 7 屆臺菲勞工會議情形

一、會議日期：106 年 9 月 5 日上午 9 時

二、會議地點：菲律賓馬尼拉 The Manila Hotel, Manila

三、會議主持人：

臺方：勞動部勞動力發展署黃署長秋桂

泰方：菲國勞工部次長 Mr. CLARO A. ARELLANO

四、議程

(一) 議程確認

次長 Claro A. Arellano 說明勞工會議議程。臺方表示尚需檢視及討論直接聘僱計畫瞭解備忘錄修正草案，所以本次會議不簽署備忘錄。

有關漁工備忘錄臺方要求於下（第 8）屆勞工會議時討論。

(二) 簡報 2017 年 8 月 14 日在臺北召開臺菲技術工作小組會議紀錄。

菲律賓海外勞工中心勞工代表 Melchor Dizon 報告 2017 年 8 月 14 日在臺北召開臺菲技術工作小組會議紀錄。臺菲雙方將依紀錄配合辦理，臺菲技術工作小組會議紀錄作為本會議附件 A。

(三) 直接聘僱計畫瞭解備忘錄建議修正草案

菲方提出直接聘僱計畫瞭解備忘錄建議修正如下：

1. 第 1.1 點直接聘僱計畫瞭解備忘錄中將對漁工加註定義，以說明該備忘錄所涵括之漁工類別。
2. 第 1.2 點將增列 Balik-Manggagawa 線上申請系統文字，以明確其定義。

第 2.2 點家庭幫傭、家庭看護工、機構看護工、製造業、營造業及漁業菲籍勞工將透過 Balik-Manggagawa 線上申請系統，再受聘僱於同一雇主。

3. 第 2 點建議將白領外籍專業人士納入直接聘僱計畫。
4. 第 4 點菲方要求透過仲介及直接聘僱外籍勞工的費用一致，臺方建議諮商過相關單位將提出建議版本。
5. 第 5 點將增列在臺北、臺中、及高雄 3 地設置單一窗口。

第 5 點針對直接聘僱計畫臺菲雙方應在臺北、臺中、高雄等區設立單一窗口及選工機制，以協助雇主及外籍勞工，且在該三區域應具有執行的量能。
6. 第 6 點無新的意見，菲方撤回該點建議修正。

第 6 點臺菲雙方同意透過直接聘僱計畫所聘僱菲勞的約定應透明，且載明在契約中，不致損害勞工福利及雙方之相關法令。
7. MOU 其餘條文維持不變。

(四) 統一勞動契約與外國人來臺工作費用及工資切結書之內容。

在臺菲雙方充分討論勞動契約(菲方)及工資切結書(臺方)，同意將採取以下步驟：

1. 臺方提供就業服務法第 52 條修正後相關規定。
2. 菲方將研究臺方修正規定，以提出勞動契約及工資切結書一致版本之解決方案。
3. 雙方將持續在技術層面合作交換意見，例如透過電子郵件，以推動解決問題。

**7th Taiwan-Philippines Technical Working Group Meeting
Records of Discussion**

第 7 屆臺菲勞工會議會前會

會議紀錄

| TOPIC 1 議題一 | Related Fees of Passport, Medical Examination, and Airfare of Filipino Fishermen applying for jobs in Taiwan 菲律賓漁工申請來臺灣工作的相關費用：護照、體檢及機票等費用。 | Remarks 備註 |
|---------------------------------|---|---|
| | <p>Discussion: 討論：</p> <p>According to Taiwan side, Philippines should not impose a mandatory requirement that related expenses should be paid by the employer for Filipino fisherman applying jobs in Taiwan as this will affect the willingness of employer to hire them.</p> <p>臺方表示，菲方不應該強制要求雇主替菲律賓漁工負擔來臺灣工作的相關費用，此措施將會影響雇主聘僱的意願。</p> <p><u>Philippines' Response:</u> <u>菲方回應：</u></p> <ol style="list-style-type: none"> 1. It is under the POEA rules that the employer shall shoulder all expenses (e.g. passport, visa, airfare, placement fee, service fees, and all other related expenses) for the deployment of the worker as stated in the standard employment contract but we noticed that there are inconsistencies in the affidavit of fees. 依據菲律賓海外就業署(POEA)的規定，如同在標準勞動契約中所陳述，雇主應該替勞工負擔所有費用(包括護照、簽證、機票、仲介費及服務費等相關費用，但是，我們也注意到此規定與工資及費用切結書的內容不一致。) 2. This rule applies to all host countries, not only for Taiwan. 此項規定適用於所有的國家，並不是只針對台灣。 3. Further, this rule applies to all categories of workers in land-based and sea-based and not only for fishermen. 再者，此項規定涵蓋所有在陸上(land-based)及海上(sea-based)的勞工，並不是只針對漁工。 4. Based on the International Convention on Maritime, it was also stated that visa and airfare of shall be shouldered by the employer. | <p>Taiwan Topic 1 and Philippine Topic 7 were jointly discussed in this topic.</p> <p>臺方的議題一與菲方的議題七，在此一併討論。</p> |

依據國際海事公約，內容也陳述雇主應負擔簽證及機票的費用。

5. The Philippine side is open in exploring mutual cooperation between the two parties for the benefit of Filipino workers and the Taiwan employers also.

菲方秉持著開放的態度在達成菲律賓勞工及臺灣雇主的利益上共同合作。

6. The Philippine side will provide a draft of MOU on Filipino fishermen and the proposed employment contracts.

菲方將會提供有關菲律賓漁工瞭解備忘錄(MOU)的草案及勞動契約的提案。

Taiwan's Response:

臺方回應：

1. The Taiwan side requested for further discussion of this issue, and it should not to force the employers to shoulder the expenses like visa fee, medical, ARC.

臺方要求再進一步討論此項議題，且不應該強制雇主負擔簽證費用、健康檢查及居留證等費用。

2. The Taiwan side understood about the POEA rules concerning relevant expenses, and requested for the POEA rules for reference. 臺方瞭解菲律賓海外就業署(POEA)對相關費用的規定，並要求提供菲律賓海外就業署的法規做為參考。

3. As regard to the rules about Filipino fisherman's working hours, overtime payment and bonuses, there is a lot of differences between the rules and the provisions of the current practice in Taiwan, so both sides need to further discuss on this issue. The Taiwan side promulgated a new act for offshore fishermen this year, which regulates working hours, salaries and insurance.

關於菲律賓漁工的工作時數、加班費及紅利等規定，有相當多的法規與臺灣現行的法規不一致，所以雙方需要更進一步討論此議題。臺灣今年頒布了關於近海漁工的新法規，制定了工作時數、薪資及保險等規定。

4. The Taiwan side cared the rights and interests of Filipino offshore fishermen, It proposes to discuss the draft of the Memorandum on Filipino fishermen and the proposed terms of employment contracts in the next (8th) Joint Labor Conference.

臺方關心菲律賓近海漁工的權益，也提議於下次(第八屆)臺菲勞工會議上討論菲律賓漁工的瞭解備忘錄草案及勞動契約的條文提案。

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| | <p>CONCLUSION: 結論：</p> <p><i>Both sides agree to further study and continue the discussions on the issues relating to Fees and Costs of Filipino fishermen applying for jobs in Taiwan.</i> 雙方同意更進一步研究及持續討論，有關於菲律賓漁工申請來臺灣工作的費用與成本等相關議題。</p> <p><i>The Philippine side agrees to provide Taiwan copies of the POEA Land-based and Sea-based Rules.</i> 菲方同意提供菲律賓海外就業署(POEA)有關於陸上及海上的相關法規書面影本給臺方。</p> <p><i>Both sides agree to discuss the draft of the Memorandum of Understanding on Filipino fishermen and the proposed terms of employment contracts in the next (8th) Joint Labor Conference.</i> 雙方同意於下屆(第八屆)臺菲勞工會議上，共同討論菲律賓漁工的瞭解備忘錄草案，及勞動契約的條款提案。</p> | <p>For further discussion in the JLC proper. 於臺菲勞工會議上進一步討論。</p> |
| <p>TOPIC 2 議題二</p> | <p>Establishment of an Effective Mechanism to deal with Medical Debt incurred by Foreign Workers 建立有效機制處理外籍勞工所衍生的積欠醫療費用</p> | |
| | <p>Discussion: 討論：</p> <p><u>Taiwan's Explanation:</u> <u>臺方說明：</u></p> <ol style="list-style-type: none"> 1. Legal foreign workers in Taiwan are covered by its National Health Insurance (NHI) and Labor Insurance systems. In addition to insurance payments, part of the medical expenses still need to be borne by the workers at their own expense. 合法在臺灣的外籍勞工受到全民健康保險(NHI)及勞工保險的保障，除了保險的給付之外，部分的醫療費用仍需要由勞工自行負擔。 2. Illegal workers are not covered by such health insurance. If the legal foreign workers are in urgent need of relief and can not afford medical expenses, the Ministry of Labor may subsidize up to NT \$ 100,000 per person. 非法的勞工並未受到全民健康保險的保障。若是合法的外籍勞工需要緊急的醫療照護，但無法負擔醫療費用的情況下，勞動部將會提供每人最高新臺幣 100,000 元的補助。 | |

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| | <p>3. Taiwan also suggested for the Philippines to set up an emergency fund for medical debts incurred by Filipino workers in Taiwan. 臺方也建議菲方設立急難救助基金，以提供在台灣的菲律賓勞工於醫療負債上的協助。</p> <p>4. While the issue is rare and really hard to settle, Taiwan hopes for both sides to help each other in solving the matter and come-up with a solution. Taiwan further requested for a contact person on such cases. 當罕見且難以解決的事情發生時，臺方希望雙方能協同合作達成共識解決問題。臺方進一步要求當案件發生時的聯絡窗口。</p> <p>5. The Taiwan Immigration Agency got a lot of cases from hospitals about the medical expenses incurred by foreign labors, of which the maximum need to pay is more than NTD \$ 1 million. 臺灣移民署受理許多來自醫院有關於外籍勞工所衍生的醫療費用的案件，其中最高的費用超過新台幣壹佰萬元。</p> <p><u>Philippines' Response:</u> <u>菲方回應：</u></p> <p>1. The government may find difficulties in funding/allocating public money to pay medical debts since that is considered as personal debt of these workers. Under Philippine law, debts incurred by a private individual could not be defrayed by public funds. However, the Philippine side agreed to look for possible sources of funds particularly from the private sectors. 菲律賓政府在成立基金/分配公款以支付醫療負債上會有困難，因為這被認為是勞工所衍生的個人負債。依據菲律賓的法律，私人的負債不能由公部門基金支付。然而，菲方同意尋求可能的基金來源，特別是來自私部門的資源</p> <p>2. According to MECO, Filipino workers with medical debts worth millions are difficult to repatriate as airline companies refused accept them for medical reasons; or the hospitals where they were confined do not issue medical clearance due to complications that put them on risk of traveling. 依據馬尼拉經濟文化辦事處(MECO)的資料，醫療負債高達百萬元的菲律賓勞工難以遣返，因為航空公司會以醫療因素為由拒絕接受，或是，醫院會以勞工須冒著身體疾病風險而不適合旅行，也不會核發體檢合格證明。</p> | |
| | <p>CONCLUSION:</p> | <p>Settled</p> |

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| | <p><u>結論：</u></p> <p><i>The Philippine side agrees to look for possible sources of funds particularly from the private sector considering that public funds cannot be allocated to the personal debts of the workers.</i></p> <p>菲方同意尋求特別是來自於私部門的基金來源，由於政府預算不能用來支付勞工的個人負債。</p> <p><i>The Philippine side agrees that the medical debts incurred by Filipino workers shall be referred to the office of the MECO Assistance to National Unit.</i></p> <p>菲方同意菲律賓勞工所衍生的積欠醫療費用案件，會被轉介至馬尼拉經濟文化辦事處(MECO)的菲僑事務部處理。</p> | 結案 |
| <p>TOPIC 3 議題三</p> | <p>Accommodation Fees, Dispatching Fees, Fines, and Other Related Expenses Incurred by Run-Away Workers</p> <p>行蹤不明勞工所衍生的相關費用：住宿費、遣返及罰金等其他費用</p> | |
| | <p>Discussion:</p> <p><u>討論：</u></p> <p><u>Taiwan's Explanation:</u></p> <p><u>臺方說明：</u></p> <ol style="list-style-type: none"> 1. The fees and fines (based on immigration law) for run-away workers, including dispatch fees & other related expenses, need to be settled and should be shouldered by the concerned workers in accordance with Article 60 of the Taiwan Employment Service Act. However, if the worker is unable to pay the expenses at that time, the National Immigration Agency will pay for them in advance (sourced from their budget or from the employment stability fund) and should be reimbursed by the worker. However, it doesn't usually happen as the worker had already left. <p>行蹤不明勞工所衍生的費用及罰款(依據移民法規)，依據臺灣就業服務法第六十條規定，包括遣返費用和其他相關費用須由勞工負擔。然而，若是勞工在當時無能力負擔相關費用，移民署將先行墊付(預算來源為移民署或是就業安定基金)，且應該由勞工歸還，但是，當勞工離開之後，此情況通常不會發生。</p> <ol style="list-style-type: none"> 2. Taiwan shared the following agreements with Viet Nam and Thailand that the Philippines may also consider: <p>臺方提供與越南和泰國所達成的協議給菲律賓參考：</p> <ol style="list-style-type: none"> a. Agreement with Viet Nam (April 2015) – The fines, detention fees, dispatching fees and other related fees for run-away workers shall be shouldered by the worker or advanced by their | |

relatives. But if the said worker or relative is unable to cover the expenses, then the Vietnam Recruitment Agencies will pay for it in advance.

與越南的協議(2015年4月)- 行蹤不明勞工所衍生的罰款、安置費、遣送費及其他相關費用應由勞工負擔或是由其家屬先行墊付，但是，若勞工或其家屬無力負擔費用時，越南人力仲介公司將會先行墊付。

- b. Agreement with Thailand (June 2017) – with 20 cases on hand (at present), Thailand side will help in contacting relatives and hoping can settle the problem as soon as possible. Thailand side will also provide contact window for the said matters/cases and will discuss/provide mechanism on this.

與泰國的協議(2017年6月)- 目前有20個案件(至今)，泰方將會協助聯繫家屬並希望能盡快解決案件。泰方也會提供案件的連繫窗口並討論/提供案件的處理機制。

- c. Will provide copy of Vietnam and Thailand agreement as reference.

將會提供越南及泰國的協議作為參考。

Philippines' Response:

菲方回應：

1. Based on international customs, the host country shoulders the accommodation fees, dispatching fees, fines and other related expenses/penalties incurred by run-away workers.

依據國際慣例，在地國應負擔行蹤不明勞工所衍生的住宿費、遣送費、罰款和其他相關費用/罰金。

2. The Philippine government is open to any alternative mechanism to allow the settlement of the fine as well as the accommodation of the run-away-workers.

菲方政府對任何行蹤不明勞工所衍生的罰款和住宿費的處理機制，抱持著開放的態度。

3. MECO also asks the next of kin, friends, relatives and also the Church for donations/contribution in order to help in paying these penalties and fees.

馬尼拉經濟文化辦事處(MECO)也會尋求其近親、朋友和教堂尋求捐獻/捐款，以協助支付其罰款和費用。

4. It is appreciated by the Philippines that Taiwan Immigration Agency provided assistances to the run-away Filipino workers.

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| | <p>菲方感謝臺灣移民署對行蹤不明的菲律賓勞工提供協助。</p> <p>5. The Philippines side requests for a copy of Vietnam and Thailand agreement to study the matter.</p> <p>菲方要求臺方提供越南及泰國的協議作為研究的參考。</p> | |
| | <p>CONCLUSION:</p> <p><u>結論：</u></p> <p><i>The Philippine side agrees to ask the next of kin, friends, relatives and also the church for donations/contributions in order to help in paying the penalties and fines of the Filipino run away workers.</i></p> <p>菲方同意會尋求其近親、朋友和教堂尋求捐獻/捐款，以協助支付行蹤不明的菲律賓勞工所衍生的罰款和罰金。</p> <p><i>The Taiwan side agrees to provide the Philippine with copies of the Vietnam and Thailand agreements of resolutions for the expenses of accommodation, dispatch and fines incurred by the run-away labors.</i></p> <p>臺方同意提供與越南和泰國的協議給菲方，有關於行蹤不明勞工所衍生的住宿費用、遣送費及罰款的解決方式。</p> | <p>For review of the Taiwan agreements with Vietnam and Thailand. 參考臺方與越南和泰國所達成的協議。</p> |
| <p>TOPIC 4 議題四</p> | <p>Unification of the Employment Contract and the Foreign Workers Affidavit for Wage/Salary Expenses, and to respect the principle of freedom of contract (discuss jointly with the Philippine side's topic 1)</p> <p>統一勞動契約及工資/費用切結書，並遵守契約自由的原則(與菲方的議題一共同討論)</p> | <p>Taiwan Topic 4 and Philippine Topic 1 were jointly discussed in this topic. 臺方的議題四與菲方的議題一於此共同討論</p> |
| | <p>Discussion:</p> <p><u>討論：</u></p> <p><u>Taiwan's Statement:</u></p> <p><u>臺灣陳述：</u></p> <p>1. In accordance with paragraph 3 Article 46 of Employment Service Act, the employer when employing a foreign worker to engage in work as referred to in subparagraph 8-10 of paragraph 1 of the article, shall execute the labor contract in writing that both parties should comply. The labor contract should be based on “freedom of contract” and “trust”, and that the government should not intervene.</p> <p>依據就業服務法第四十六條第三項，雇主依第一項第八款至第十款</p> | |

規定聘僱外國人，須訂立書面勞動契約且雙方須遵守之。勞動契約應要依據「契約自由」與「誠信」的原則，且政府不應干涉。

2. In 2001, Taiwan established a “Foreign Workers Affidavit Regarding Expenses Incurred for Entry into The Republic of China to Work and the Wages/Salary” (Affidavit of salary declaration). The affidavit states all the expenses (including loans) and the salary of the worker and signed by the Philippine Recruitment Agency, Taiwan Manpower Agency, Employer and Foreign Worker, and verified by labor exporting country.

於 2001 年，臺灣制定「外國人入國工作費用及工資切結書」(薪資申報切結書)。切結書中記錄了所有的費用(包括貸款)和勞工薪資，經由菲律賓人力仲介公司、臺灣人力仲介公司、雇主和外籍勞工的簽署，並透過勞工的輸出國驗證。

3. The said Affidavit was established in order to be transparent with the expenses incurred in the deployment of these foreign workers, avoid overcharging by illegal recruitment agencies, and to protect the worker from being forced by their employer to accept lower salaries upon their arrival to Taiwan. Based on the “Regulations on the Permission & Administration of the Employment of Foreign Worker”, the Affidavit should not be altered in any way that is against the interest of the foreign worker. It is a required document when entering Taiwan and a basis on whether the employer should pay the full wage of foreign workers and whether PRA collects excessive placement fees in order to protect foreign worker’s interest.

切結書的制定是為了使招募外籍勞工時所衍生的相關費用透明化，避免被違法的人力仲介公司超收費用，且能保護勞工於抵達臺灣之後被雇主逼迫接受較低的薪資。依據「雇主聘僱外國人許可及管理辦法」，切結書不得為不利益變更。切結書是來臺灣工作時的必備文件，並且是檢視雇主是否有支付全薪給外籍勞工，也是檢視菲律賓人力仲介公司是否有超收費用的依據，這都是為了保障外籍勞工的權益。

4. Taiwan pointed out the inconsistency on the workers’ Employment Contract which is verified by the Manila Economic and Cultural

Office (MECO), which states that workers should be accorded with free food and accommodation, while the Foreign Workers Affidavit Regarding Expenses Incurred for Entry into The Republic of China to Work and the Wages/Salary which is being verified by Philippine Overseas Employment Administration, indicates that the employer can deduct cost of the worker's food and accommodation (amount ranges NT\$2500~5000).

臺方指出文件內容不一致的地方，勞工的勞動契約是由馬尼拉經濟文化辦事處(MECO)驗證，內容指出勞工享有免費的膳宿，然而，外國人入國工作費用及工資切結書是由菲律賓海外就業署(POEA)所驗證，內容指出雇主能扣除勞工的膳宿費用(總額是新台幣 2,500~5,000 元)

5. Taiwan is of the view that the government should not intervene, as this is subject to the agreement between employer and employee and shall not amend employment contract without informing Taiwan side and get consensus before implementing. The Philippine side should unify the Employment Contract” and “Foreign Workers Affidavit Regarding Expenses Incurred for Entry into The Republic of China to Work and the Wages/Salary”.
臺方表示政府單位不應該干涉雇主與勞工的協議，且不應在未告知臺方且達成共識的情況之下就先行修改勞動契約。菲方應統一「勞動契約」和「外國人入國工作費用及工資切結書」。

6. Caretaker and HSWs are not included in the deduction of food and accommodation. Per Taiwan law, factory workers/nursing aides can be deducted up to NTD5,000 for food and accommodation according to Taiwan law.
看護工和家庭類勞工(HSWs)不能被扣膳宿費用，依據臺灣法規，工廠勞工/ 養護機構監護工能被扣最高新台幣 5,000 的膳宿費。

7. According to TECO, as long as the affidavit has POEA verification they can issue the visa.
依據臺北經濟文化辦事處(TECO)，只要切結書經過菲律賓海外就業署(POEA)的驗證，就可以核發簽證。

8. Food and accommodation expenses is agreed upon by employer and worker, hence they cannot impose regarding the rates, but they will inform employers accordingly that other nationalities are just

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| | <p>paying NT2500 a month for food and accommodation while the OFWs are paying NT4000 for food and accommodation expenses.</p> <p>由於膳宿費是經過雇主與勞工合意，因此臺方不能強制規定費率，但是臺方會告知雇主其他國籍的勞工每個月只支付新台幣 2,500 的膳宿費。</p> <p><u>Philippines' Response:</u> <u>菲方回應：</u></p> <ol style="list-style-type: none"> 1. The Philippine side reiterated that it will study how the two documents can be unified, and will devise a country specific rule for Taiwan. 菲方重申將會研究如何統一這兩份文件，並會為臺灣設計一份專屬的合約。 2. For other sending countries like Indonesia and Vietnam, Taiwan employers can only charge NTD2,500. The Philippine side asked if this could be implemented also for the Philippines pending review of the fees for food and accommodation. 其他的勞工輸出國，像是印尼與越南，臺灣雇主只能收取新臺幣 2,500 元。菲方要求此懸而未決的膳宿費是否可以比照辦理。 | |
| | <p><i>CONCLUSION:</i> <i>結論：</i></p> <p><i>Both sides agree to further study and continue the discussions on the related issues concerning the Employment Contracts and the Affidavit for Wage/Salary and Expenses.</i> 雙方同意更進一步研究與持續討論，有關於勞動契約與工資費用切結書的相關議題。</p> <p><i>The Philippine side agreed to submit these issues on the inconsistency between the workers' Employment Contract and the Affidavit for Wages/Salary to the POEA Governing Board for their consideration.</i> 菲方同意將勞動契約與工資費用切結書的議題，提供給菲律賓海外就業署(POEA)的理事會進行研議。</p> | <p>For continuation of the discussion in the JLC proper. 於臺菲勞工會議上再繼續討論。</p> |
| <p>TOPIC 5 議題五</p> | <p>OFW loans being referred to lending institutions which are allegedly owned by Taiwan Manpower Agencies. 菲律賓勞工(OFW)向臺灣人力仲介公司所擁有的貸款機構辦理貸款</p> | <p>Topic 2 of the Philippine. 菲方的議題二。</p> |
| | <p>Discussion: 討論：</p> | |

Philippine Statement:

菲方陳述：

1. Filipino workers are being referred by Philippine Recruitment Agencies to lending institutions which allegedly, some are owned by Taiwan Manpower Agencies to borrow money for payment of placement fees where some are considered excessive, and with a very high interest rates.

菲律賓勞工經由菲律賓人力仲介公司的轉介至貸款公司，據稱有些是由臺灣人力仲介公司所經營，以借取金錢支付仲介費用，然而有些費用被認為是超收且附帶非常高的利率。

2. Workers are being required to sign assignments of loan and the said loans were being collected in Taiwan.

勞工被要求簽署貸款委任書，而貸款會於臺灣被收取。

3. These loans were not declared in the Affidavit for Wage/Salary and Expenses and considered violations of the laws/policies of Taiwan.

這些貸款並未列於工資及費用切結書內，且被認為已經違反臺灣的法規/政策。

Taiwan's Response:

臺方回應：

1. The Taiwan government could not intervene with OFW loans signed with lending companies in the Philippines as they are not under the jurisdiction of Taiwan. Hence, employers are not allowed to deduct said loans from their worker's salaries.

臺灣政府不能干預海外菲律賓勞工(OFW)與在菲律賓的貸款公司所簽署的貸款合約，因為不在臺灣的管轄範圍。因此，雇主不能從勞工的薪資中扣除貸款費用。

2. In accordance with Article 43 of the "Regulations on the Permission & Administration of the Employment of Foreign Worker", employers can only deduct the following from the salary of the foreign worker: (a) NHI employee share; (b) labor insurance employee share; (c) tax; (d) food and accommodation fees; and (e) welfare fees. The remaining amount after these deductions shall be paid to the worker in full. If the employer does not pay the full amount of salary, the employer shall be fined (ranging from

NT\$60,000~300,000) and have their employment permits canceled.

依據「雇主聘僱外國人許可及管理辦法」第四十三條規定，雇主只能從外移勞工的薪資中扣除以下項目：(a) 外國人應負擔之全民健康保險費；(b) 勞工保險費；(c) 所得稅；(d) 膳宿費；和 (e) 職工福利金，扣除這些費用所剩餘的金額應全額發給勞工。若是雇主未全額發給薪資，雇主將會被處以罰鍰(新臺幣 60,000~300,000 元)且其聘僱許可也會被取消。

3. The Employment Service Act of Taiwan also prohibits Taiwan Manpower Agencies (TMA) from deducting/collecting these loans from their workers' salaries. Doing such is considered overcharging of fees and agencies can be fined up to 10 to 20 times and have their license suspended. Further, if the TMA is found to be involved in human trafficking, it will be dealt with accordingly under Taiwan Law.

臺灣就業服務法也禁止臺灣人力仲介公司從勞工的薪資中扣除/追討這些貸款。若是這樣做將會被視為超收費用，且仲介公司會被處以 10 至 20 倍的罰款且被廢止許可證。再者，若台灣人力仲介公司被發現涉及人口販運，其將會被依據臺灣法規進行調查。

4. Taiwan side suggests for the Philippine government to ensure that workers are oriented prior to deployment especially on the contracts they are signing. They must be informed not to sign their contract without English translation.

臺方建議菲律賓政府能確保勞工參加來台工作前的職前講習，尤其是他們所簽署的合約。他們必須被告知，不要簽署沒有英文翻譯的合約。

5. They also suggest for the POEA to review the "loan" indicated at "Foreign Workers Affidavit Regarding Expenses Incurred for Entry into The Republic of China to Work and the Wages/Salary". 臺方也建議菲律賓海外就業署(POEA)檢視列在「外國人入國工作費用及工資切結書」中的「貸款」項目。

6. Taiwan side suggested the Philippine government to have a lending or financial institution for the Filipino workers to apply loan.

臺方建議菲律賓政府可提供勞工於國內合法借貸或財務公司，讓菲

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| | <p>律賓勞工申請貸款。</p> <p>7. For the Philippines side to inform Taiwan government if there are companies violating the rule so that they could conduct an investigation if needed.</p> <p>請菲方通知臺灣政府機關違反法規的公司，若有需要臺方將進行調查。</p> <p><u>Philippines' Response:</u> <u>菲方回應：</u></p> <p>The Philippines side requests for the inclusion of this in the orientation of MOL during the arrival of OFWs regarding loans with excessive interest rates and report it to MECO if it does exist so that appropriate action can be taken.</p> <p>菲方要求此納入海外菲律賓勞工(OFWs)抵達臺灣後所參加的勞動部職前講習，若是發現有超過法定利率的貸款，請通報馬尼拉經濟文化辦事處(MECO)，以利採取適當的行動。</p> | |
| | <p>CONCLUSION: 結論：</p> <p><i>Both sides agree that cases like this be reported to the MOL-WDA for their appropriate action.</i></p> <p>雙方同意將相關案件通報勞動部勞動力發展署(MOL-WDA)，以利進行查處。</p> | Settled 結案 |
| <p>TOPIC 6 議題六</p> | <p>Renewal and Revision of MOU on SHPT 重新簽署及修訂直接聘僱備忘錄</p> | Philippine Topic 3. 菲方 議題三 |
| | <p><u>Philippine's Statement:</u> <u>菲方陳述：</u></p> <p>1. The Philippines suggested that it is time to revisit the MOU and include some modifications in the MOU to include the following:</p> <p>菲方建議應重新檢視備忘錄(MOU)，並增修備忘錄(MOU)的內容如下</p> <p>a. Increased coverage of workers to include skilled workers/professionals</p> <p>增加涵蓋範圍：包括技術性的勞工/專業的勞工</p> <p>b. Modify item #4 regarding participation of PRA/TMA</p> <p>修改第四項，關於菲律賓人力仲介公司(PRA)/臺灣人力仲介公司(TMA)的參與</p> | |

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| | <p>c. Modify item 1.2 to include policy process on the BM Online System for rehires. 修改 1.2 項, 新增重新招募的勞工於網路系統申請海外就業證明(BM Online System)的政策程序。</p> <p>2. The Philippine side will prepare a revised draft of the MOU for review of the Taiwan side and eventual signing during the 7th JLC in Manila in September 5. 菲方將會準備一份修改過的備忘錄草案給臺方檢視, 最後並在九月五日的第七屆臺菲勞工會議上簽署。</p> <p><u>Taiwan's response:</u> <u>臺方回應:</u></p> <p>1. According to Taiwan side, white collar jobs are not covered in the MOU on SHPT. 依據臺方回應, 白領的工作並未涵蓋在直接聘僱備忘錄中(MOU on SHPT)。 Taiwan side will consider renewal and revision of the MOU on SHPT subject to review of the draft to be submitted by the Philippine side. 臺方將會在檢視過菲方所提供的直接聘僱備忘錄(MOU on SHPT)草案之後, 再進一步考慮重新簽署或修訂。</p> <p>2. Both Parties extended the validity of the 2015 MOU on SHPT through exchange of letters until a new MOU has signed. The revision of the MOU on SHPT will be further discussed during the 8th JLC. 雙方已同意透過交換公文, 展延 2015 年直接聘僱備忘錄的效期, 直到新的備忘錄簽署為止。修訂後的直接聘僱備忘錄(MOU on SHPT)將會於第八屆臺菲勞工會議上進一步討論。</p> | |
| | <p>CONCLUSION: 結論: <i>Both sides agree to renewal and revision of the MOU on SHPT. The Philippine side agreed to draft the proposed new MOU on SHPT.</i> 雙方同意重新簽署和修訂直接聘僱備忘錄(MOU on SHPT)。菲方同意提供直接聘僱備忘錄(MOU on SHPT)草案。</p> | <p>For continuation of the discussion on the JLC proper. 於臺菲勞工會議上再繼</p> |

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| | | 續討論。 |
| TOPIC 7 議題七 | Drug Peddling to OFWs by Local Drug Pushers 菲律賓海外勞工(OFWs)在臺毒品防制問題 | Philippine Topic 4. 菲方 議題四 |
| | <p>Discussion: 討論：</p> <p><u>Philippines' Statement:</u> <u>菲方陳述：</u></p> <ol style="list-style-type: none"> MECO received reports of prohibited drugs being sold to OFWs and there are certain cases where OFWs confined to hospital for treatment were found to be positive of Amphetamine, a prohibited drug. 馬尼拉經濟文化辦事處(MECO)接獲將違禁藥品販售給海外菲律賓勞工(OFWs)的通報，並有一些案件是菲律賓海外勞工(OFWs)被受限於醫院進行治療，因其被檢測出安非他命陽性應反應。 In the past, workers bound for Taiwan were being subjected to mandatory drug screening but, the same was removed from the coverage of the medical health examination of workers. 在過去，勞工在前往臺灣工作之前必須接受藥物篩檢，然而此項規定已經從勞工體檢項目中移除。 The Philippine side requests that MOL include the mandatory on-site drug testing in the medical examinations to all foreign workers in Taiwan. 菲方建議臺灣勞動部(MOL)，能將現場藥物檢驗納入在臺灣所有外籍勞工體檢時的必檢項目。 <p><u>Taiwan's Response:</u> <u>臺方回應：</u></p> <ol style="list-style-type: none"> The Taiwan side presented a 2016 data from their local police authority indicating 24 drug cases involving 26 OFWs, or a percentage of 0.019% of total OFWs in Taiwan. 臺方提出 2016 年的資料顯示，當地的警察機關指出在 24 件毒品案件中有 26 名海外菲律賓勞工(OFWs)牽涉其中，佔了在臺灣全部海外菲律賓勞的 0.019%。 | |

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| | <p>2. Taiwan highlighted the following actions to address this issue: (a) establishment of a drug data base; (b) used the data in analyzing drug crimes, internet and trends; and (c) launched an anti-drug campaign through dissemination of handouts/brochures, media campaign, and others.</p> <p>臺方將採取以下行動以處理此項議題：(a) 建立毒品資料庫; (b) 使用資料分析毒品犯罪、網絡和趨勢; (c) 透過發放傳單/手冊、媒體宣傳及其他方式進行打擊毒品的行動。</p> <p>3. Pursuant to Article 33 of the Narcotics Hazard Prevention Act, in order to control and prevent drug addiction, agencies of authority may impose a mandatory urine test to specific personnel whom they supervise or monitor. The request shall not be refused. Specific personnel refer to personnel involve in safety related work, those who often contact drugs or others specified by Executive yuan.</p> <p>依據毒品危害防制條例第三十三條，為防制毒品氾濫，主管機關對於所屬或監督之特定人員於必要時，得要求其接受採驗尿液，受要求之人不得拒絕。特定人員是指從事與安全有關的工作人員，和那些常接觸藥品或經由行政院所認定的其他特定人員。</p> <p>4. Currently, Taiwan does not have current regulations to impose this drug test. This may be considered a violation of human rights and might be treated as discrimination if that will be only done to Filipino workers.</p> <p>目前，臺灣並沒有要求做毒品檢測的規定，若是只針對菲律賓勞工進行檢測，有可能會被視為違反人權及歧視。</p> | |
| | <p>CONCLUSION: 結論：</p> <p><i>Both sides agree to strengthen drug control measures for the foreign labors. Based on the protection of human rights of foreign labors, to avoid discrimination, it will not be in the health examination for the Philippine workers to implement drug testing.</i></p> <p>雙方同意加強對外籍勞工的毒品管控措施，基於保障外籍勞工的人權和避免歧視，目前並不會針對菲律賓勞工在健康檢查時進行毒品檢測。</p> | <p>Settled. 結案</p> |
| <p>TOPIC 8</p> | <p>Increase in the Salary and Benefits of HSWs (Caretakers and Domestic</p> | <p>Philippine</p> |

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| <p>議題八</p> | <p>Workers) 提升家庭類勞工(看護工和家庭幫傭)的薪資及福利</p> | <p>Topic 5. 菲方 議題五</p> |
| | <p>Discussion: 討論：</p> <p><u>Philippines' Statement:</u> <u>菲方陳述：</u></p> <ol style="list-style-type: none"> 1. The minimum wage of Taiwan was increased by 5% effected 1 September 2015. However, household service workers are not included because they are not covered by Labor Standard Law. 臺灣的最低薪資自 2015 年 9 月 1 日起增加了 5%，然而，家庭服務類的勞工並未受惠，因為他/她們未受到勞動基準法的保障。 2. Philippines requests the MOL to consider an increase of salary of HSWs by 5%. 菲方要求勞動部(MOL)將提高家庭類勞工的薪資 5%納入考量。 <p><u>Taiwan's Response:</u> <u>臺方回應：</u></p> <ol style="list-style-type: none"> 1. Presently, the salary of HSWs is NTD17,000 with free food and accommodation. Last 1 September 2015 it was adjusted from NTD15,840 to NTD17,000 (increase of 7.3%). Now is not the right time to adjust it again. 目前，家庭類勞工的薪資為新臺幣 17,000 元並膳宿免費。自 2015 年 9 月 1 日起由新臺幣 15,840 元調高為新臺幣 17,000 元(增加 7.3%)，暫不宜調整。 2. Taiwan's salary is not lower compared with other countries, such as Singapore, Hong Kong and Saudi Arabian, and cost of living is lower. 臺灣的薪資與其他的國家相比較並不低，像是新加坡、香港、沙烏地阿拉伯，且我國物價較上述國家低。 3. The Executive Yuan Coordinating Anti-Human Trafficking Meeting has set up a domestic labor protection group to discuss the protection of the rights and interests of domestic workers. The Taiwan side proposed to discuss the issue after that issue has been discussed in the Meeting. 行政院召開防制人口販運會報已經成立家事勞工保障小組，討論保障家事勞工之權益，臺方建議待該會議有研議結果後，再行討論此 | |

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| | <p>議題。</p> <p>4. For the Philippines side to provide Taiwan side data as reference for the proposed 5% increase on salary. 菲方將會提供臺方相關資料，以作為提高薪資 5%的參考。</p> | |
| | <p>CONCLUSION:</p> <p>結論：</p> <p><i>The Taiwan side agrees to conduct a study on the salary of social service workers.</i></p> <p>臺方同意持續研議家事勞工之薪資。</p> <p><i>The Philippine side agrees to submit data/computation to be used as reference of Taiwan in the proposed salary increase of household service workers and home caregivers.</i></p> <p>菲方同意提供資料/數據給臺方，以作為提升家事勞工薪資的參考。</p> | <p>For further study. 進一步研議</p> |
| <p>TOPIC 9 議題九</p> | <p>Recruitment of OFWs by immigration consultancy establishments in Taiwan with promised jobs in Canada, Australia and Europe</p> <p>臺灣移民顧問機構招募菲律賓勞工並聲稱能夠提供在加拿大、澳大利亞和歐洲之就業機會</p> | <p>Philippine Topic 6. 菲方議題六</p> |
| | <p>Discussion: 討論：</p> <p><u>Philippines Statement:</u></p> <p>1. MECO received reports OFWs being recruited by an immigration consultancy in Taiwan and promised jobs in Canada, Australia and Europe and collected from them large amount of fees. 在臺灣的移民顧問公司從事招募海外菲律賓勞工(OFWs)，公司收取高額費用後並承諾尋找在加拿大、澳洲及歐洲的工作機會。</p> <p>2. Some of those who were recruited, applied for loans in Taiwan and present their ATM cards, ARC or passport as collateral for the loans. Also, those who were able to leave just left their employers even before the expiration of their employment contracts. 部分被招募的勞工，在臺灣申請貸款，並繳交提款卡、居留證(ARC)或護照作為償付貸款的擔保品。也有部分能夠成行的勞工，即使聘僱合約還沒到期，卻離開所照顧的雇主。</p> | |

3. The Philippine side requests the Taiwan side to provide assistance, specifically in inspection of immigration consultancy establishment that deploy Filipino workers to other countries. OFWs are being recruited by an immigration consultancy in Taiwan with promised jobs in Canada, Australia and Europe and collecting excessive placement fees.

菲方要求臺方能提供協助，尤其是對那些招募菲律賓勞工到其他國家工作的移民顧問公司進行查核。在臺灣的移民顧問公司從事招募海外菲律賓勞工(OFWs)，公司承諾尋找在加拿大、澳洲及歐洲的工作機會並收取超額仲介費用。

Taiwan's Response:

臺方回應：

1. In accordance with Employment Service Act, private employment service institution only introducing foreign worker(s) to work in Taiwan; introducing Hong Kong, Macau, or Mainland China resident(s) to work in Taiwan; or introducing nationals to work outside Taiwan. It is not under the jurisdiction of MOL for Institution to introduce foreign worker to work for other country.

依據就業服務法，私立就業服務機構只能從事招募外籍勞工至臺灣工作，招募香港、澳門或是中國大陸的居民到臺灣工作，或是介紹國人到海外工作。該機構介紹外籍勞工至其他國家工作並不在勞動部(MOL)的管轄範圍。

2. This could be considered as fraud and foreign workers can report/contact 1955 directly and MOL will assist in transferring the case to legal authority for investigation.

這可被視為詐欺且外籍勞工可以直接通報/聯繫 1955，勞動部(MOL)將會協助將案件轉介至司法機關進行調查。

3. For the Philippines side to orient workers not to believe those advertisements.

建議菲方向勞工宣導勿輕信不實廣告。

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| | <p><i>CONCLUSION:</i> 結論：</p> <p><i>Both sides agree that cases for the Filipino labors deceived by the immigration consultancy establishments should be reported to MOL-WDA for their appropriate action.</i></p> <p>雙方同意將菲律賓勞工被移民顧問公司詐騙的案件，應該向勞動部勞動力發展署(MOL-WDA)通報，臺方將協助轉請司法機關偵辦。</p> | Settled. 結案 |
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附錄

附錄 1、第 7 屆臺菲勞工會議結論(中、英文版)

第 7 屆臺菲勞工會議
2017 年 9 月 5 日於菲律賓馬尼拉

會議結論

I. 與會人員

a. 臺方名單

| No. | Agency | Designation | Representative |
|-----|---------------|-------------|----------------|
| 1. | 勞動部 | 部長 | 林美珠 |
| 2. | 駐菲律賓臺北經濟文化辦事處 | 代表 | 林松煥 |
| 3. | 勞動部勞動力發展署 | 署長 | 黃秋桂 |
| 4. | 勞動部 | 專門委員 | 周佳靜 |
| 5. | 勞動部勞動力發展署 | 組長 | 薛繼忠 |
| 6. | 勞動部勞動力發展署 | 副組長 | 蕭惠文 |
| 7. | 勞動部勞動力發展署 | 科長 | 于曉秋 |
| 8. | 勞動部勞動力發展署 | 技正 | 陳暉江 |
| 9. | 駐菲律賓臺北經濟文化辦事處 | 組長 | 鄒元飛 |
| 10. | 駐菲律賓臺北經濟文化辦事處 | 二等秘書 | 莊淑涵 |

b. 菲方名單

| No. | Agency | Designation | Representative |
|-----|---------|-------------|--------------------|
| 1. | 勞工及就業部 | 次長 | Claro A. Arellano |
| 2. | 勞工及就業部 | 處長 | Ma. Joji V. Aragon |
| 3. | 海外勞工福利署 | 副署長 | Brigido Dulay |
| 4. | 海外就業署 | 副署長 | Jocelyn T. Sanchez |

| No. | Agency | Designation | Representative |
|-----|------------------|-------------|------------------------------------|
| 5. | 海外就業署 | 組長 | Rosemarie Gondranios- Duquez |
| 6. | 海外勞工福利署 | 組長 | Yolanda E. Paragua |
| 7. | 海外就業署 | 組長 | Levinson C. Alcantara |
| 8. | 海外就業署 | 組長 | John Rio A. Bautista |
| 9. | 勞工部部長辦公室-駐臺北勞工中心 | 勞工代表 | Melchor B. Dizon |
| 10. | 勞工部部長辦公室-駐高雄勞工中心 | 勞工代表 | Cynthia R. Cruz |
| 11. | 勞工部部長辦公室 | 勞工代表 | Cesar I. Chavez, Jr. |
| 12. | 勞工部部長辦公室 | 勞工代表 | Fidel A. Macauyag |
| 13. | 勞工部國際勞工事務司 | 代理司長 | Alice Q. Visperas |
| 14. | 馬尼拉經濟文化辦事處 | 董事 | Eddie U. Tamondong |
| 15. | 馬尼拉經濟文化辦事處 | 副秘書長 | Atty. Arthur Abiera, Jr. |
| 16. | 馬尼拉經濟文化辦事處 | 人事行政處處長 | Ms. Sabrina P. Aaron |

II. 議程

a. 議程確認

次長 Claro A. Arellano 說明勞工會議議程。臺方表示尚需檢視及討論直接聘僱計畫瞭解備忘錄修正草案，所以本次會議不簽署備忘錄。有關漁工備忘錄臺方要求於下（第 8）屆勞工會議時討論。

b. 簡報 2017 年 8 月 14 日在臺北召開臺菲技術工作小組會議紀錄。

菲律賓海外勞工中心勞工代表 Melchor Dizon 報告 2017 年 8 月 14 日在臺北召開臺菲技術工作小組會議紀錄。臺菲雙方將依紀錄配合辦理，臺菲技術工作小組會議紀錄作為本會議附件 A。

c. 直接聘僱計畫瞭解備忘錄建議修正草案

菲方提出直接聘僱計畫瞭解備忘錄建議修正如下：

1. 第 1.1 點直接聘僱計畫瞭解備忘錄中將對漁工加註定義，以說明該備忘錄所涵括之漁工類別。
2. 第 1.2 點將增列 *Balik-Manggagawa* 線上申請系統文字，以明確其定義。
第 2.2 點家庭幫傭、家庭看護工、機構看護工、製造業、營造業及漁業菲籍勞工將透過 *Balik-Manggagawa* 線上申請系統，再受聘僱於同一雇主。
3. 第 2 點建議將白領外籍專業人士納入直接聘僱計畫。
4. 第 4 點菲方要求透過仲介及直接聘僱外籍勞工的費用一致，臺方建議諮商過相關單位將提出建議版本。
5. 第 5 點將增列在臺北、臺中、及高雄 3 地設置單一窗口。
第 5 點針對直接聘僱計畫臺菲雙方應在臺北、臺中、高雄等區設立單一窗口及選工機制，以協助雇主及外籍勞工，且在該三區域應具有執行的量能。
6. 第 6 點無新的意見，菲方撤回該點建議修正
第 6 點臺菲雙方同意透過直接聘僱計畫所聘僱菲勞的約定應透明，且載明在契約中，不致損害勞工福利及雙方之相關法令。
7. MOU 其餘條文維持不變。

d. 統一勞動契約與外國人來臺工作費用及工資切結書之內容。

在臺菲雙方充分討論勞動契約(菲方)及工資切結書(臺方)，同意將採取以下步驟：

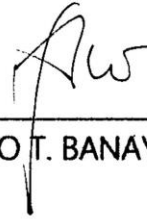
1. 臺方提供就業服務法第 52 條修正後相關規定。
2. 菲方將研究臺方修正規定，以提出勞動契約及工資切結書一致版本之解決方案。
3. 雙方將持續在技術層面合作交換意見，例如透過電子郵件，以推動解決問題。

臺菲雙方於 2017 年 9 月 5 日簽署本會議結論於菲律賓馬尼拉，分別以中英文繕寫，雙方各持 1 份

駐菲律賓臺北經濟文化辦事處 馬尼拉經濟文化辦事處



林松煥
代表



ANGELITO T. BANAYO
代表

勞動部

勞工及就業部



林美珠
部長



SILVESTRE H. BELLO III
部長

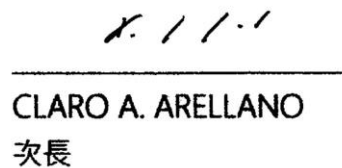
見證:

勞動部勞動力發展署

勞工及就業部



黃秋桂
署長



CLARO A. ARELLANO
次長

7th Philippines-Taiwan Joint Labor Conference
05 September 2017, Manila, Philippines

CONCLUSIONS

I. PARTICIPANTS

a. Taiwan Side

| No. | Agency | Designation | Representative |
|------------|---|---|-------------------------|
| 1. | Ministry of Labor | Minister | Lin, Mei-Chu |
| 2. | Taipei Economic and Cultural Office (TECO) | Representative | Dr. Gary Song-Huann Lin |
| 3. | Workforce Development Agency, Ministry of Labor | Director General | Ms. Huang, Chiu-Kuei |
| 4. | Ministry of Labor | Senior Executive Officer | Ms. Chou, Chia-Ching |
| 5. | Workforce Development Agency, Ministry of Labor | Director | Mr. Shiue, Jain-Jong |
| 6. | Workforce Development Agency, Ministry of Labor | Deputy Director | Ms. Hsiao, Hui-Wen |
| 7. | Workforce Development Agency, Ministry of Labor | Section Chief | Ms. Yu, Hsiao-Chiu |
| 8. | Workforce Development Agency, Ministry of Labor | Specialist | Mr. Chen, Hui-Chiang |
| 9. | Taipei Economic and Cultural Office (TECO) | Executive Assistant to the Representative | Mr. Tsou, Yuan-Fei |
| 10. | Taipei Economic and Cultural Office (TECO) | Senior Officer, Consular Division | Ms. Chuang, Connie S.H. |

b. Philippine Side

| No. | Agency | Designation | Representative |
|------------|------------------------------------|---------------------|-----------------------|
| 1. | Department of Labor and Employment | Undersecretary | Claro A. Arellano |
| 2. | Department of Labor and Employment | Assistant Secretary | Ma. Joji V. Aragon |

Program for Taiwan (SHPT) as they are yet to undergo an internal process of reviewing the proposed MOU.

The Taiwan side requested to discuss the proposed MOU on Fishermen in the 8th JLC.

b. Presentation of the Records of Discussion of the Philippines-Taiwan Technical Working Group Meeting on 14 August 2017 in Taipei, Taiwan.

Labor Attaché Melchor Dizon of the Philippine Overseas Labor Office in Taipei presented the Records of Discussion (ROD) of the Technical Working Group Meeting held in Taipei on 14 August 2017. The ROD was adopted by both Parties and is made an integral part of this Conclusions (*Annex A*).

c. Proposed Revisions on the MOU on the SHPT

The Philippine side made a presentation of the proposed revisions on the SHPT (*Annex B*).

1. On 1.1, the inclusion of oceanic fishery industries in the coverage of the SHPT with the provision of a definition “oceanic fishery industries” from the Taiwan, in order to clarify the distinctions of sub-categories of fishing in the said industry.
2. On 1.2, the inclusion of the phrase, “to be processed through the Balik-Manggagawa Online Processing System”, to read:

2.2 Hiring of Filipino domestic helpers, household caretakers, institutional caretakers and workers in manufacturing, construction and oceanic fishery industries are rehires to be processed through the *Balik-Manggagawa* Online Processing System.
3. On 2, the possibility of including skilled and professional workers, as these job categories are governed by a separate regulation covering white collar jobs.
4. On 4, regarding the Philippine request for a uniform compensation package and TMA- and SHPT-hired workers, the Taiwan side proposed to revert back with a counter proposal after consulting their concerned agencies.

| No. | Agency | Designation | Representative |
|------------|---|--------------------------------------|-----------------------------|
| 3. | Overseas Workers Welfare Administration | Deputy Administrator | Brigido Dulay |
| 4. | Philippine Overseas Employment Administration | Deputy Administrator | Jocelyn T. Sanchez |
| 5. | Philippine Overseas Employment Administration | Director | Rosemarie Gondranios-Duquez |
| 6. | Overseas Workers Welfare Administration | Director | Yolanda E. Paragua |
| 7. | Philippine Overseas Employment Administration | Director | Levinson C. Alcantara |
| 8. | Philippine Overseas Employment Administration | Director | John Rio A. Bautista |
| 9. | Philippine Overseas Labor Office - Taipei | Labor Attaché | Melchor B. Dizon |
| 10. | Philippine Overseas Labor Office - Kaohsiung | Labor Attaché | Cynthia R. Cruz |
| 11. | Department of Labor and Employment | Labor Attaché | Cesar I. Chavez, Jr. |
| 12. | Department of Labor and Employment | Labor Attaché | Fidel A. Macauyag |
| 13. | Department of Labor and Employment | OIC-Director | Alice Q. Visperas |
| 14. | Manila Economic Cultural Office | Member, Board of Directors | Eddie U. Tamondong |
| 15. | Manila Economic Cultural Office | Corporate Secretary | Atty. Arthur Abiera, Jr. |
| 16. | Manila Economic Cultural Office | Director for Administrative Services | Ms. Sabrina P. Aaron |

II. AGENDA

a. Adoption of the Agenda

Undersecretary Claro A. Arellano presented the Agenda for the JLC. The Taiwan side informed the body that they are not yet ready to sign the renewal of the PH-Taiwan Memorandum of Understanding for the Special Hiring

5. On 5, the setting up of one-stop shop windows in the three areas, Taipei, Taichung and Kaohsiung, to read as follows:

5. The Parties shall set up a one-stop window and labor selection mechanism for Special Hiring Program to assist employers and workers in completing the recruitment processes in three areas: Taipei, Taichung, and Kaohsiung and implement the necessary capacity building processes in the said areas;

6. On 6, no new formulation was discussed as the Philippines retained its proposal, for the provision to read as follows:

6. The schedule of expenses of workers hired through the Special Hiring Program must be transparent and specifically expressed in the contract and shall be mutually agreed by the Parties without prejudice to the welfare of the workers and relevant laws and rules of the Parties.

7. All other provisions in the existing MOU have been retained.

The Taiwan side took note of the proposed changes and expressed understanding of the reasons for the said revisions to the MOU.

d. Unification of the Employment and the Foreign Workers Affidavit for Wage/Salary and Expenses

After a thorough discussion on the conflicting regulations from both sides concerning the contents of a Standard Employment Contract (Philippines side) and the Affidavit of Fees (Taiwan side) it was agreed that the following steps shall be undertaken:

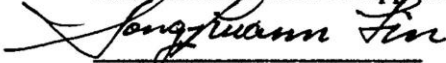
1. The Taiwan side to provide an official text of relevant rules and regulations regarding the modifications of Article 52 of the Taiwan Employment Service Act.

2. The Philippine side to study the said regulations in order to provide a possible wording that will reconcile the SEC and the Affidavit as well as provide other proposals for possible ways forward to resolve the issue.

3. Both sides shall continue to cooperate at the technical level to generate and exchange ideas, such as through exchange of emails, to move the process of resolving the issue.

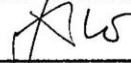
IN REPRESENTATION OF THE PARTIES, the conclusions of this conference was signed on 5 September 2017, in Manila, the Philippines and transcribed in English and Chinese, one copy for each side.

For the Taipei Economic and Cultural Office in the Philippines



DR. GARY SONG HUANN LIN
Representative

For the Manila Economic and Cultural Office in Taiwan



ANGELITO T. BANAYO
Representative

Ministry of Labor



LIN, MEI-CHU
Minister

Department of Labor and Employment



SILVESTRE H. BELLO III
Secretary

Witnesses:

Ministry of Labor



CHIU-KUEI HUANG
Director General

Department of Labor and Employment



CLARO A. ARELLANO
Undersecretary

附錄 2、第 7 屆臺菲勞工會議照片



(照片 1) 第 7 屆臺菲勞工部長會議開幕典禮林部長致詞



(照片 2) 第 7 屆臺菲勞工部長會議開幕典禮雙方代表團合影



(照片 3) 第 7 屆臺菲勞工會議現場



(照片 4) 我方代表團出席第 7 屆臺菲勞工會議



(照片 5) 第 7 屆臺菲勞工部長會議閉幕典禮雙方勞工部長簽署會議紀錄



(照片 6) 第 7 屆臺菲勞工部長會議閉幕典禮雙方合影