

	<b>承攬商環安衛管理程序書</b> <b>Contractor Environment, Safety and Hygiene</b> <b>(HSE) Management Procedure</b>	Document No.	QP-M21-A18
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### 1. 目的(Purpose)

為落實職業安全衛生法規，保障本公司之基本權益，並且提供進入本公司作業之承攬商，以及本公司各級人員之職業安全衛生相關資訊，以確保各項工程及人員之安全。

In order to implement occupational safety and health regulations, protect the company's basic rights and interests, and provide contractors work in SDMS, as well as personnel at all levels of the company, occupational safety and health information to ensure the work safety.

### 2. 適用範圍(Scope)

本程序書適用於進入本公司從事協力作業之承攬商及其所屬人員。所稱承攬商係指與本公司訂約之承攬商及其所分包或轉包之再(再次)承攬商等。

This procedure is applicable to all workers of SDMS's contractors and their sub-contractors. The term "contractor" as mentioned above refers to the contractor contracted with the SDMS company and their subcontracting and second level sub-contractor companies.

### 3. 權責(Responsibility)

本程序書由工安處(M2)工程師制訂，以公文會簽品管處(M3)、工務處(M4)、生產廠(M5)、財會處(A2)後，由工安處處長核定。

This procedure is prepared by the Engineer of the Industrial Safety and Hygiene Department(M2). It will be approved by the General Manager of Industry Safety and Hygiene Department after reviewed by Quality Department (M3), Engineering Department(M4), Production Department (M5) and Finance and Accounting Department (A2).

### 4. 定義(Definition)

- (1)再承攬商：指承攬商以其承攬之全部或部分，交付其他廠商再承攬謂之。第二層再承攬商：指再承攬商以其再承攬之全部或部分，交付其他廠商再次承攬謂之。

Subcontractor: refers to the contractor that deliver all or part of the contract work to other manufacturers, these manufacturers are subcontractors. Second level subcontractor: refers to the subcontractor that deliver all or part of the contract work to other manufacturers, these manufacturers are second level subcontractors.

- (2) 契約執行單位：發包工程委外承攬之單位，負責監督承攬商作業相關事宜。

Contract Execution Unit: the unit that outsourcing the work to other manufacturers by contract, and is responsible for supervising the matters related to the operation of the contractor.

- (3)轄區單位主管：指承攬商施工區域之原管理單位主管人員。

Supervisors of the workplace unit: refers to the person in charge of the area management for the

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contractor's fabrication site.

- (4)工地負責人：指承攬商人員代表其雇主從事施工區域之管理、指揮或監督勞工從事工作之人。

Person in charge of the construction site: refers to the person that represents the contractor's employer in the fabrication site, who undertakes the management, command or supervision of the contractor's workers.

- (5)高風險作業：指依本公司環安衛管理系統「危害鑑別與風險評估程序書」評估結果屬第 1、2 級風險之作業。

High risk work: work risk classified as Level 1 or 2 according to SDMS Hazard identification and risk assessment procedures.

- (6)特定作業：指依規定作業前必須向高市勞檢處申報之作業項目。

Special high hazard work: work refers to the work items must report to the Kaohsiung City Labor Inspection Agent before the operation.

- (7)環安衛：環境、安全與衛生(健康)

HSE: Hygiene/Health, Safety and Environment.

## 5.實施內容(Implementation Content)

### 5.1 承攬商保險(Contractor Insurance)

- 5.1.1 承攬商應依勞工保險條例為其所僱用勞工投保勞工保險。承攬商應另外投保包含再承攬商與再(再次)次承攬商每一施工人員之雇主意外責任險，每一人體傷死亡之保額不低於新台幣 500 萬元，惟本公司得於訂定合約時另行規定其他保險，保險有效期間應涵蓋整個工程期間，並提供投保證明由契約執行單位交予財會單位審查。

The contractor shall insure labor insurance for the employed workers according to the Labor Insurance Regulations. The contractor shall effect and maintain employer's liability insurance for any person employed by the contractor and subcontractors. Coverage for bodily injury / death shall be no less than TWD 5 million per person. However, SDMS may request to procure other insurance under the contract. The effective period of the insurance shall cover the entire project period, and provide the insurance contract to be submitted to the Finance and Accounting Department for review by the contract execution unit.

- 5.1.2 如承攬商外包再承攬或再次承攬時，其再(再次)承攬商亦應依勞工保險條例為其勞工投保勞工保險及提供以上。

If the contractor outsources or re-contracts to subcontractors, the subcontractors and second level subcontractors shall also provide labor insurance for the workers according to the labor insurance regulations.

- 5.1.3 於合約執行期間，承攬商與再(再次) 承攬商之雇主意外責任險、合約中另行規定之保險，員工勞工保險如有已退保、終止或有效時間逾期之情事，若未主動告知，本公司契約執行單位有權終止合約並重新招標。



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During the execution of the contract, the contractor's and the subcontractor's employer's liability insurance, the other required insurance under the contract and employee labor insurance, if there is any surrender, termination or effective time overdue of the insurance, the contractor shall inform the contract execution unit. If not informed, the company contract execution unit has the right to terminate the contract and re-tender.

## 5.2 入廠申請(Application for entry permit)

承攬商於開工前 3 日須向本公司契約執行單位提供下列資料申請工作證後，方可入廠作業：

The contractor must provide the following information to the contract execution unit of the company to apply for a work permit 3 days before the start of construction, before entering the factory:

### 5.2.1 承攬商施工切結書(QP-M21-A18-01)

Contractor's Declaration of Juridical Conformity (Form no.: QP-M21-A18-01).

### 5.2.2 再承攬商與第二層再承攬提報單(QP-M21-A18-02)

Report of subcontractors and second level subcontractors (Form no.: QP-M21-A18-02).

### 5.2.3 工作人員名冊清單，包含再承攬商與第二層再承攬商。

Name list of all workers and staff, including subcontractors and second level subcontractors.

### 5.2.4 作業勞工勞保加保證明文件影本。

Worker's Labor Insurance, a copy of the document.

### 5.2.5 雇主意外責任險及合約中另行規定之保險之投保證明(由契約執行單位交予財會單位審查)。

Insurance certificate of employer's liability insurance and the other required insurance under the contract (Submitted by the contract execution unit to the Finance and Accounting Department for review ).

### 5.2.6 作業勞工職業安全衛生教育訓練(含在職回訓)及本公司廠區作業安全宣導之上課紀錄影本。

Worker's occupational safety and health training (including on-the-job re-training) records and the DSMS's company operation safety requirements.

## 5.3 共同作業(Co-work Management)

共同作業應遵照『共同作業管理規定』(附件 1)辦理。

Simultaneous work shall be handled in accordance with the "Regulations" (annex 1).

### 5.3.1 承攬商開工前，本公司契約執行單位主管或代理人應負責召開“共同作業協議組織會議”至少一次，會議紀錄格式如表單編號：QP-M21-A18-03，並確立“共同作業協議組織”及『共同作業協議組織名冊』(名冊格式如表單編號：QP-M21-A18-04)。會議紀錄及其相關附件之正本，應由契約執行單位存

Before the contractor starts working, the supervisor of the contract execution unit shall commence the “co-work consultative organization meeting” at least once, the meeting record format is as shown in Form no.: QP-M21-A18-03, establish the “co-work consultative

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organization structure” and the "co-work consultative organization roster" (the roster format is as shown in Form no.: QP-M21-A18-04). The original of the minutes of the meeting and its related annexes shall be kept by the contract execution unit for reference.

- 5.3.2 契約執行單位及轄區單位之主管、本公司工安人員、承攬商工地負責人及其安全衛生人員等均應出席共同作業協議組織會議。承攬商應就會議紀錄內容告知所屬相關工作人員後簽名確認並留置紀錄備查。

The supervisor of the contract execution unit and the units in the working area, SDMS HSE personnel, contractor's employer's work site representative and contractor's work safety personnel shall attend the co-work consultative organization meeting. The contractor's employer representative shall inform the contents of the meeting record to the relevant staff member and workers, informed persons shall sign and keep the record for future reference.

- 5.3.3 共同作業協議組織會議依『共同作業管理規定』(附件 1)規定。

Co-work consultative organization meeting shall be handled in accordance with the “Co-work Management Regulations” (annex 1),

- 5.3.4 契約期限內，若工程設計遇有重大變更且足以影響工程安全之虞時或作業現場發生重大工安意外事故，承攬商應立即通知本公司，本公司契約執行單位應重新評估變更情形或採取應變措施後，再度召開共同作業協議組織會議加以檢討改善。

During the term of the contract, if the engineering design encounters major changes and is sufficient to affect the safety of the project or a major accident at the job site, the contractor shall immediately notify the company that the contractual execution unit of the company shall reassess the change or take responsibility. After the measures, a co-work consultative organization will be held again to review and improve.

- 5.4 共同作業應採取之措施(Measures to be taken for co-work/ simultaneous work)

- 5.4.1 承攬商及其所屬人員除應遵守「勞動基準法」、「職業安全衛生法」、「勞動檢查法」及有關附屬法規外，並應遵守本公司安全衛生管理相關規定、程序書規定，簽署『承攬商施工切結書』(QP-M21-A18-01)。

Contractors and their affiliates shall comply with the Labor Standards Law, Occupational Safety and Health Law, Labor Inspection Law and related subsidiary regulations, and shall abide by the relevant safety and health management regulations and procedures of the Company. The relevant provisions of the engineering contract, signed the "contractor construction declaration" (Form no.: QP-M21-A18-01).

- 5.4.2 承攬商對其承攬工程應負職業安全衛生法所規定之雇主責任，承攬商將其已承攬工程分包再承攬或其再承攬商分包其承攬工程再次承攬時，承攬商應填具『再承攬商與第二層再承攬商提報單』(QP-M21-A18-02)，交本公司契約執行單位，陳副總經理核准。

The contractor shall bear the employer's responsibility stipulated in the Occupational Safety and Health Law for the contracted project. If the contractor subcontracts the contracted project or re-

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contracts it, the contractor shall fill in the “Subcontract and second level subcontractor report form” (Form no.:QP-M21-A18-02), it will be submitted to the contract execution unit of the company and approved by vice president.

#### 5.4.3 承攬商負責人、工地負責人、安全衛生人員及作業主管之設置與職責：

The setup and responsibilities of the contractor's employer, site manager, safety and health personnel and operation supervisor:

- (1) 承攬商負責人應監督工地負責人及安全衛生人員遵照職業安全衛生法令規定，確實執行安全衛生管理、自動檢查、安全稽核及災害預防工作。其所指定之工地負責人，除執行上述作業事項外，應兼負工程施工之指揮、協調、監督工作。

The contractor employer shall supervise site manager and the safety and health personnel perform safety and health management, automatic inspection, safety audit and disaster prevention plan accordance with the provisions of the Occupational Safety and Health Act. The site manager designated by the contractor shall, in addition to the above-mentioned operations, shall be in charge of coordination and supervision of the project.

- (2) 承攬商應依照中央主管機關公布之「職業安全衛生管理辦法」規定，設置專職之安全衛生人員，承攬商所屬(含再承攬商)在廠內工作人數少於 20 人得由工地負責人兼任，但仍須具備丙種職業安全衛生業務主管資格。

The contractor shall designate full-time safety and health personnel in accordance with the “Occupational Safety and Health Management Regulation” promulgated by the central competent authority, The contractor's own (including re-contractors) work in the factory with less than 20 employees may be occupied by the person in charge of the site, but still have to be qualified as a Category C supervisor in charge of occupational safety and hygiene business.

- (3) 承攬商於每一契約應依法令設置取得之職業安全衛生業務主管或安全衛生管理人員資格之安衛管理人員，並於工地執行安衛管理時應佩戴臂章，以利識別。

The contractor shall, in accordance with the law, designate safety and health personnel with the qualification of 1<sup>st</sup> class occupational safety and health business supervisor or safety and health personnel, and wear armband for identification when performing safety management on the construction site.

- (4) 承攬商如在同一工作場所區域內承攬多項契約時，其專職安全衛生人員經契約執行單位之廠(處)長同意後，每名至多可監督 4 項契約或購案。但下列事項如廢棄物清理、作業環境監測、廢水採樣及公共建築物安全檢查等作業，經契約執行單位之廠(處)長核可後，不在此限。

If the contractor undertakes a number of contracts within the same workplace area, the full-time safety and health personnel may, after approved by the general manager of the contract execution unit, supervise 4 contracts at most. However, the following items, such as waste disposal, operation environment monitoring, wastewater sampling, and public building safety



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inspection, are not subject to approval by the director of the contract execution unit.

- (5) 承攬商之安全衛生人員，應依「職業安全衛生管理辦法」規定，擬訂、規劃及推動安全衛生管理事項，並指導有關人員實施自主查核及稽查。

The safety and health personnel of the contractor shall, in accordance with the "Occupational Safety and Health Management Regulation", formulate, plan and promote safety and health management matters, and guide relevant personnel to carry out self-examination and inspection.

- (6) 承攬商之安全衛生人員之出勤計價，應檢附承攬商安衛人員『工安自主查核表』等資料，如有不實申報之情形經查屬實，依『承攬商安全衛生工作違規罰則』(附件 2)相關規定辦理。

The attendance payment of the safety and health personnel of the contractor shall be checked with the supplement of the safety and health personnel's "Industrial Safety Checklist", etc.. If the case of false declaration is verified, the penalty will be implemented in accordance with relevant regulations of "Penalty for contractor safety and health regulation violation" (Annex 2).

- 5.4.4 承攬商須於施工日前造冊入廠作業之工作人員名單，如有新增或變更時，應重新造冊送本公司契約執行單位存查。

The contractor shall list the staff members who will enter the factory before the construction date. If there is any update or change, they shall be re-registered and sent to the contract execution unit of the company for approve.

- 5.4.5 除本公司之施工設備內外及鄰接設備之危險環境，由本公司相關單位加以處理改善或依契約規定指導承攬商處理改善，復經工程協調人與承攬商安全衛生人員會檢後移交承攬商者外，承攬商所承攬工作之環境與安全衛生事項，其餘概由承攬商視施工作業之必要性設置安全設施及採取安全防護措施，並於施工完畢後立即清理工作現場。

The dangerous environment inside and outside the construction equipment and adjacent equipment of the company, the relevant units of the company shall handle the improvement or guide the contractor to deal with the improvement according to the contract, the project coordination personnel of SDMS will check with the contractor's safety and health personnel and then transfer the contractor. Except that, the contractor shall undertake the environmental, safety and health matters of the work, and the contractor should set up safety facilities and take safety protection measures according to the necessity of construction work, and clean up the work site immediately after the completion of construction.

- 5.5 承攬商職責及現地危害告知(Contractor's duties and workplace hazard notification)

- 5.5.1 承攬商應提送依法辦理之安全衛生教育訓練及職業安全衛生管理計畫、自動檢查計畫及報經勞動檢查機構備查之安全衛生工作守則影本，列入共同作業協議組織會議紀錄，並在正式開工前送契約執行單位審閱備查，否則不准開工。

The contractor shall submit a safety and health training plan, occupational safety and health



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management plan, self- inspection plan and a copy of the safety and health work regulation registered to the labor inspection agency, which shall be included in the meeting record of the co-work consult organization. Before the start of fabrication, the contract execution unit will review it for future reference, otherwise it will not be allowed to start work.

- 5.5.2 首次進入各廠區作業之承攬商及其人員，除應接受相關之訓練外，施工前須另接受各廠區工程協調人廠區作業現地危害因素與應採行安全措施告知，並留置紀錄(表單編號：QP-M21-A18-05)備查。

The contractors and their work personnel who enter the operation of each plant for the first time shall, in addition to the relevant training, accept the workplace hazard and safety measurements notice by the site coordinator before the construction, and keep the records (Form no.:QP-M21 A18-05) for future reference.

- 5.5.3 承攬商應於契約指定之時間、地點向本公司工程協調人報到，並於所指定之範圍內活動，未經本公司其他轄區單位管制區域主管允許，禁止進入該轄區單位管制區域。

The contractor shall report to the project coordinator of the company at the time and place designated by the contract, and shall operate within the scope specified by the contractor. It is forbidden to enter the controlled area of the unit without the permission of the regional control unit of SDMS Company.

- 5.5.4 承攬商如執行特定高危害作業工作時，應先完成適用該作業施工前相關檢核表後，始可申請簽發『工作許可證』進行工作。

If the contractor performs certain high-hazard works, contractor should first apply for the "Work Permit" and complete the pre-construction checklist for the works.

- 5.5.5 承攬商應於施工前至現場查看施工作業環境，對於各種可能造成災害、意外事故或其他影響安全衛生之施工步驟，應預先設置施工作業必要的安全設施及其防護措施，否則不得開工。如屬高風險及特定作業須訂定「危害防止計畫」項目，在作業前應先將「危害防止計畫」送契約執行單位審查，核可後才可施工。

The contractor shall check the work environment before the fabrication. For all kinds of work steps that may cause disasters, accidents or other safety and health problem, the necessary safety facilities and protective measures shall be pre-set for the works before start the work. If there is requirement to prepare a "Hazard Prevention Plan" listed in the "High risk and Special high hazare work ", the "Hazard Prevention Plan" should be submitted to the contract execute unit for review before approval.

承攬商所提之「危害防止計畫」細部項目應包含以下事項：

"Hazard Prevention Plan" shall include the following items:

- (1)工程概要說明，如工程名稱、地點、期限等相關資料。

Project summary description, such as project name, location, time limit and other related information.

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(2) 施工步驟分析，含危害鑑別、風險評估危害對策及工程相關的 SOP/SJP 文件。

Analysis of work steps, including hazard identification, risk assessment hazard countermeasures and engineering related SOP/SJP documents.

(3) 工程施工中應有之安全防護措施及證明文件。

Safety protection measures and supporting documents in the project.

(4) 施工機具及設備資訊，如起重機具適當數量及可吊掛之額定荷重。

Information on construction machinery and equipment, such as the appropriate number of cranes and the rated loading capacity.

(5) 施工區域隔離作業規劃及人、車管制措施與區劃圖面文件。

Working area isolation plan, personnel and vehicle control measures and separation zone map documents.

(6) 施工人員環安衛相關(含在職)教育訓練及作業現場危害告知紀錄。

Work personnel HSE training (including on-the-job training) and on-site hazard notification records

(7) 現場施工有關之機械設備、設施相關的自動檢查計畫及紀錄格式。

Self-examination plan and record format related to machinery and equipment related to on-site works

(8) 變更管理措施，含人員調動、導入新製程、新組織結構、新材料使用等。

Management of change measures, including personnel transfer, implementation of new processes, new organizational structure, use of new materials etc.

(9) 針對工程內容規劃的通報、急救、消防滅火等緊急應變計畫或演練紀錄。

Emergency response plan or drill record for notification of project content planning, first aid, firefighting and etc.

(10) 如為局限空間作業，應再增列可能引起勞工缺氧、中毒、感電、塌陷、被夾、被捲及火災、爆炸等危害等相關管理事項。

If it is a confined space operation, it should add additional management items that may cause labor shortage of oxygen, poisoning, electricity, collapse, being caught, being wounded, fire, explosion etc.

5.5.6 高架作業如使用高度五公尺(含)以上之施工架，施工架強度計算書及施工圖說，應由承攬商尋求一位專業技師進行強度計算，且經承攬商之施工架及施工構台組配作業主管審查簽認，始可進行施工。凡變更設計時，其強度計算書及施工圖說應重新製作。

For elevated work, if the scaffold is with a height of 5 meters or more, the strength calculation data and construction drawing of the construction frame shall be signed by the professional specialist, and reviewed by the supervisor of scaffold assembly work, before the scaffold is allowed to be used. When changing the scaffold design, the strength calculation and construction drawing should be re-designed.

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5.5.7 承攬商對於各項天然災害及火災，除應自行妥善防範外，並應配合本公司相關規定，做好一切防範措施。

The contractor shall, in addition to properly guarding against all-natural disasters and fires, cooperate with SDMS's relevant regulations and take all precautionary measures.

5.5.8 承攬金額 500 萬元(含)以上之大型工程、廠房新建工程，應制定『施工程序書』或『安全工作程序(SJP)』，由契約執行單位召集現場相關作業單位及工安單位召開審查會，審查通過後，才可施工。

For the contract of large-scale projects and factory buildings with a total amount of NT\$5 million or more, a "fabrication procedure" or "safe working procedure (SJP)" shall be formulated. The contract execution unit shall convene the relevant operation units and safety unit to hold a review meeting. Fabrication can be carried out after the review is passed.

5.5.9 承攬商自備之機具裝配之安全裝置者，其功能須符合有關法令之規定，本公司各轄區單位人員、工程協調人及安全衛生人員認為不合規定者，得令其停工並移離工作現場。

The safety equipment installed by the contractor shall be in compliance with the relevant laws and regulations. If the contract execution unit personnel, project coordinators or safety and health personnel find that they are not in compliance with relevant laws and regulations, they may stop the work and move away from the work site.

5.5.10 承攬商須配合本公司環境管理系統(ISO 14001)及職安衛管理系統(ISO 45001)或 TOSHMS 之相關規定並依相關程序書執行。

The contractor must cooperate with the company's environmental management system (ISO 14001) and the occupational safety and health management system (ISO 45001) or TOSHMS and follow the relevant procedures.

5.5.11 承攬商之車輛，應遵守下列規定：

The vehicles of the contractor shall comply with the following regulations:

(1) 注意現場指揮手勢。

Pay attention to the site commander gesture.

(2) 卸料地點地面有無鬆軟邊坡或坑洞。

There is no soft slope or pothole on the ground at the discharge location.

(3) 卸料時駕駛人員不得離開座位。

The driver must not leave the seat when unloading.

(4) 注意卸料地點是否已無人員及重要設施、車輛上方及附近是否有架空電線或管路等線路，必要時應要求派人指揮。

Pay attention to whether there are no personnel and important facilities at the unloading location, whether there are lines such as overhead power line or pipelines above and near the vehicle, and if necessary, dispatch guide personnel.

(5) 大型車輛倒車時若視線不良，應派人指揮。



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If the sight of the large vehicle is bad while backwards, shall dispatch guide personnel.

(6)於廠區行駛時應遵守該廠區速限規定。

Following the speed limit when driving in the factory.

5.5.12 承攬商載運易燃、易爆或毒性等物質，其裝、卸料品時應依其物質特性與職業安全衛生法令之規定，制訂作業程序書遵照執行，採取必要之安全步驟及防護措施。並隨車攜帶緊急聯絡電話、所裝載物品之安全資料表（SDS）及緊急應變處理之指南或手冊說明。

When carrying flammable, explosive or toxic substances by vehicle, the loading and unloading the goods procedure shall follow operating procedures, and the procedure shall be formulated based on the material characteristics and the Occupational Safety and Health Act, and the necessary safety steps and protective measures shall be taken. Carry an emergency contact number, material Safety Data HSEet (SDS), and a guide or manual description for emergency response.

5.5.13 承攬商如有施工之疑難時，除應儘速連繫該工程契約執行單位處理外，如屬安全衛生事項，應立即通知安全衛生管理單位(假日及正常班以外時間通知值勤人員)請求協助解決。

If the contractor has any difficulties in project works, contractor shall inform the execution unit of the project as soon as possible, if it is a matter of safety and health, it shall immediately notify the safety and health management unit (or notifying the duty personnel in case of holiday and off duty hours) to request for assistance.

5.5.14 承攬商在本公司所轄區域內，發生職業災害、火災、財損、環保事故等事件時，均應立即通報本公司契約執行單位與工安管理單位(假日及常日班以外時間應向值勤人員報告)。倘若屬職業安全衛生法第三十七條規定須通報勞動檢查機構之職業災害時，則由承攬商指派人員於8小時內向勞動檢查機構報案。如發生(現)火警，除施行滅火外，應立即請求支援，以免火災擴大，並同時通報本公司契約執行單位及工安管理單位或值勤人員。事後，承攬商應出席事故調查會議，並配合接受本公司之調查。

The contractor shall immediately notify the contract execution unit and the safety management unit of the company in the event of occupational accidents, fires, financial losses and environment issue, etc. within the workplace of the company (reporting to the duty personnel on holidays and off duty hours). If it is required to notify the labor inspection agency of an occupational accident as stipulated in Article 37 of the Occupational Safety and Health Law, the contractor shall notify the labor inspection agency within 8 hours. If fire alarm occurs, in addition to the fire extinguishing, immediately request support to prevent the fire from expanding, and at the same time notify the company's contract execution unit and the safety management unit or duty officer. After the event, the contractor should attend the accident investigating meeting and cooperate with the investigation of the company.

5.5.15 承攬商施工期間如造成任何意外事故或有侵權及盜竊之情事，致使本公司或人員、其他承攬商或第三者之人、物損害時，經查責任歸屬為承攬商時，肇事之承攬商應負一切賠



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償、罰款及法律之責；且盜竊犯行當事人列為中鋼集團各公司永遠拒絕入廠之對象。  
 If the contractor causes any accident or infringement or theft during the fabricating period, causing damage to the company or personnel, other contractors or third-party persons or materials, when responsibility belongs to the contractor after investigation, all compensation, fines and legal responsibilities shall be borne by the contractor. And the case of burglary shall be reported to China Steel Corporation Group companies, and the related personnel will be listed as the object of refusal to enter the factories forever.

#### 5.6 承攬商作業勞工職業安全衛生教育訓練(Contractor's worker's training)

5.6.1 承攬商須對所僱用之勞工於從事工作前或變更工作前，依實際需要施行一般安全衛生教育訓練，至少 3 小時。若使用下列機具設備或作業者，另各增加相關安全衛生教育訓練課程 3 小時。

The contractor shall carry out general safety and health training for the employed labor before the work or before changing the work, at least 3 hours. If the following equipment or operators are used, the relevant safety and health training courses will be added for 3 hours to the relevant workers.

(1)生產性機械或設備、車輛系營建機械、高空工作車、捲揚機等之操作及營造作業、局限空間(缺氧)作業、電焊作業。

Operation of production machinery or equipment, vehicle type construction machinery, aerial operation vehicles, winches, etc. Confined space (anoxic) operation, electric welding operation.

(2)對製造、處置或使用危險物、有害物者。

Those who manufacture, dispose of or use dangerous or harmful substances.

5.6.2 入廠施工前由各廠區契約執行單位負責實施『現地危害告知訓練』。

Before the work inside the factory, the contract execution unit of each factory is responsible for implementing the “Local Hazard Notification Training” to the contractors.

5.6.3 承攬商對其僱用人員實施教育訓練應予以考試，紀錄備查，必要時本公司可再實施複試，不合格人員，本公司應拒絕其人員入廠工作。

The contractor shall conduct examinations on the education and training of his employees. The training records and test results shall be kept for reference. If necessary, the company may implement the retest to the workers. If the worker fails to pass the examination, SDMS company holds the right to refuse the worker to enter the factory.

#### 5.7 機械、設備及人員證照管理(Machinery, equipment and personnel license management)

5.7.1 承攬商從事高壓氣體作業、局限空間(缺氧)作業、施工架組配作業、鋼構組配作業、擋土支撐作業、模板支撐作業、有機溶劑作業及特定化學物質作業等，依法需設置作業主管，其應於施工作業期間，全程在場執行職務。

The contractor engages in high-pressure gas operation, confined space (anoxic) operation, scaffold assembly operation, steel structure assembly operation, soil support operation, mold

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board support operation, organic solvent operation and specific chemical substance operations, shall assign at least a qualified supervisor. The supervisor shall perform the duties throughout the entire period of the construction.

- 5.7.2 承攬商自備吊升荷重達 3 公噸以上之移動式起重機，入廠前應備妥『檢查合格證』及『操作人員合格證明』之正本；若吊升荷重未達 3 公噸者，入廠前應備妥移動式起重機之荷重噸數證明文件正本。

The contractor's self-prepared mobile crane with loading capacity of more than 3 metric tons, shall prepare the original "Inspection Certificate" and the "Operator's Qualification Certificate" before entering the factory; if the lifting load is less than 3 metric tons, the original document of the loading tonnage of the mobile crane should be prepared before entering the factory.

- 5.7.3 承攬商對從事下列特殊作業之勞工，應指派經特殊作業安全衛生教育訓練，並取得證明之人員擔任：

The contractor engages in the following special operations shall assign special workers with the certificate of passing the special safety and health education and training program following the central competent agent's regulation:

- (1) 小型鍋爐操作。(Small boiler operation)
- (2) 荷重 1 公噸以上堆高機之操作。(Operation of folk lifting with capacity of more than 1 metric ton)
- (3) 吊升荷重未滿 3 公噸之固定式起重機、移動式起重機之操作。(Operation of fixed cranes and mobile cranes with lifting loads of less than 3 metric tons.)
- (4) 以乙炔熔接裝置或氣體集合裝置從事金屬之熔接、熔斷或加熱之作業。(Engage in the welding, fusing or heating of metal by acetylene welding device or gas collecting device.)
- (5) 使用起重機具從事吊掛作業。(Engage in using the crane for hanging operations.)
- (6) 輻射設備之裝置管理及操作。(Management and operation of radiation equipment.)
- (7) 其他經中央主管機關指定之作業。(Other operations designated by the central competent authority.)

- 5.7.4 承攬商對從事下列危險性機械或設備操作之勞工，應指派經中央主管機關認可之訓練或經技能檢定之合格人員擔任，且需經：

The contractor shall assign workers trained and certified by the central competent authority engaged in the operation of the following dangerous machinery or equipment:

- (1) 吊升荷重在 3 公噸以上之固定式起重機、移動式起重機。(Lifting cranes and mobile cranes with loading capacity of more than 3 metric tons.)
- (2) 鍋爐操作人員。(Boiler operation)
- (3) 第一種壓力容器操作人員。(The first type of pressure vessel operation)
- (4) 高壓氣體特定設備操作人員。(Specific high pressure equipment operation)
- (5) 高壓氣體容器操作人員。(High pressure gas container operation)

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(6)吊籠操作人員。(Lifting cage operation)

(7)其他經中央主管機關指定之危險性機械或設備。(Other dangerous machinery or equipment operation as designated by the central competent authority)

5.7.5 本公司基於對工作安全及品質需求，對於個別合約，得另行提出其他特殊證照或能力專長證明要求。

Based on the work safety and quality requirements, for individual contracts, SDMS Company will require special license or ability expertise certification.

5.7.6 前述各款之相關證明文件正本，應於施作前提供給工程協調人驗證影印備查。

The original of the relevant supporting documents of the preceding paragraphs shall be provided to the project coordinator verification of the photocopies.

5.7.7 承攬商如欲使用本公司危險性機械設備及從事特殊作業，需經生產廠轄區二級單位審查操作人員資格合格後，由生產廠轄區二級單位發予操作授權證，並由取得操作授權證者擔任。

#### 5.8 承攬商健康檢查管理(Contractor health examination management)

5.8.1 承攬商雇主對於新僱用之勞工，應施行體格檢查；對在職勞工應施行定期健康檢查；對於從事特別危害健康作業，應定期施行特定項目之健康檢查。危害健康之作業，係指依據「職業安全衛生法施行細則」第二十八條，所認定之各類作業。勞工不得患有法定傳染疾病或有吸毒行為，若違反或發生危害者，承攬商雇主須負擔相關賠償之責任。

The employer of the contractor shall perform physical examination for the newly employed worker, and supply regular health examination for the working workers; and special health check for the workers engaged in specific work hazardous to health. Hazardous to health operations refer to all types of operations identified in accordance with Article 28 of the “Enforcement Rules of the Occupational Safety and Health Act”. Workers are not allowed to suffer from legally infectious diseases or have drug abuses. If they violate or cause accident to occur, employer of the contractor must bear the responsibility for compensation.

5.8.2 前款健康檢查結果由承攬商自行留存，本公司得不定期稽查承攬商提供健康檢查資料。

The results of the previous health check are retained by the contractor, and the company may occasionally inspect the contractor to provide health check information.

5.8.3 承攬商承攬本公司所發包之高危害作業，應依法規「勞工健康保護規則」之附表三十八(作業應考量不適合從事作業之疾病)，篩選適當之作業人員。

The contractor undertakes the high-hazard operations of the company's projects shall screen the appropriate workers in accordance with Schedule 38 of the “Labors’ Health Protection Rules” (the contractors shall consider workers with the diseases that are not suitable for operation).

5.8.4 承攬商人員進入本公司廠區管制哨前，必要時須接受保全人員查察，如發現攜帶有危險(害)性(如易燃、易爆)或酒精性飲料等，拒絕該人員進入廠區。

When the contractor’s worker enters the control gate of the company's factories, if necessary,



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shall be inspected by the security personnel. If the worker is found to carry dangerous harmful goods (such as flammable, explosive) or alcoholic beverages, the worker will be refuse to enter the factory to work.

#### 5.9 獎勵與罰則(Rewards and penalties)

5.9.1 承攬商獎勵部份，參照本公司的「承攬商評鑑考核程序書」績效考核相關規定辦理。

The contractor's rewards section shall be handled in accordance with the relevant provisions of the Company's "Contractor Performance Evaluation Procedure" for performance appraisal.

5.9.2 本公司任何單位或人員若發現承攬商違反『承攬商安全衛生工作違規罰則』(附件 2)或『承攬商環保違規事項罰則』(附件 3)所列事項，均可舉發陳廠(處)長簽核後辦理相關處罰，併於驗收工程款項中扣除。

Any unit or personnel of the company who finds that the contractor violates the "Contractor's Safety and Health Violation Penalty" (Annex 2) or the "Contractor's Environmental Protection Violation Penalty" (Annex 3), can issue the penalty after the approve of the general manager of the factory. Penalties will be deducted from the amount of the project payment.

5.9.3 承攬商安全衛生環保違規舉發開立之要件，應以違規事實為主體，如經拍照事實認定明確違反『承攬商安全衛生違規罰則』或『承攬商環保違規事項罰則』等相關條文，舉發可不須經過承攬商之安衛人員或工地負責人簽名確認。若無拍攝照片，但經第三人予以佐證即為成立，照片等附件僅為輔助之用，故不因未檢附照片為由而不罰。

The basis of penalty of contractor's violation of safety, health and environmental protection regulation is the reality of violation fact. If the photographed facts are found that the workplace or worker's behavior has violation of the relevant provisions of the "Contractors' Safety and Health Violation Penalties" or the "Contractors' Environmental Protection Violations Penalties", the violation will be issued without the signature or confirmation of the contractor's safety personnel or site manager. If no photo is taken, but it is confirmed by a third person, the photo and other accessories are only for auxiliary reference, and the violation will be penalized even the photo is not attached.

5.9.4 因為承攬商未盡法定雇主之責任或該承攬商工地負責人、安全衛生人員或其他員工，違反職業安全衛生法規或本公司安全衛生相關規定，以致發生 1 人以上死亡、同一事故受傷人數在 3 人以上或發生災害人數在 1 人以上，且須住院治療之重大工安意外事故，或導致主管機關或勞動檢查機構命令本公司停止生產線，除應依法承擔民、刑事、行政責任，及本辦法『承攬商安全衛生違規罰則』處以罰款外，另依下列規定懲處：

In case contractor has not fulfilled the statutory employer responsibility or the fault of contractor's site manager, safety and health personnel or other employees of the contractor, cause violation of the occupational safety and health regulations or the safety and health regulations of the company, that resulting in accident, which cause the death of more than one person (including), or injured more than three persons (including), or more than one person (including)



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requiring hospitalization, or causing the competent authority or labor inspection agency to order the company to stop the production line in the same accident, the contractor shall bear civil, criminal and administrative responsibilities according to law, and In addition to the penalty imposed by “Contractors’ Safety and Health Violation Penalties”, extra penalties shall be imposed in accordance with the following provisions:

(1)發生死亡事故：

When fatal accident has occurred:

- a.若事故責任屬於承攬商，則視情節輕重停止承攬同類新契約 1 至 2 年。

The liability for the accident belongs to the contractor, stop the contractor bidding for the same new contract for 1 to 2 years depending on the severity of circumstances.

- b.除停權外，另依責任歸屬及情節輕重，由發生廠區另案簽核扣罰工程款金額。

In addition to the suspension of bidding right, depending on the attribution of responsibility and the seriousness of the circumstances, the amount of the penalty for the project will be issued.

(2)發生同一事故受傷人數在 3 人以上或發生災害人數在 1 人以上，且須住院治療之事故：

An injured for more than three persons, or more than one person requiring hospitalization

- a.若事故責任屬於承攬商，則視情節輕重停止承攬同類新契約 6 個月至 1 年。

The liability for the accident belongs to the contractor, stop the contractor bidding for the same new contract for 6 months to 1 year depending on the severity of circumstances.

- b.除停權外，另依責任歸屬及情節輕重，由發生廠區另案簽核扣罰工程款金額。

In addition to the suspension of bidding right, depending on the attribution of responsibility and the seriousness of the circumstances, the amount of the penalty for the project will be issued.

(3)主管機關或勞動檢查機構命令本公司停工：

If accident cause the competent authority or labor inspection agency to order DSMS company to stop the production line

- a.若無生產運作與財物損失時，本公司得令該承攬商停止承攬同類新契約 1 至 3 年。

If the is no financial or production loss of DSMS company, stop the contractor bidding for the same new contract for one year to three years depending on the severity of circumstances.

- b.若無生產運作與財物損失時，除停止承攬同類新契約 1 至 3 年外，本公司另保留損失求償權。

If the is financial or production loss of DSMS company, except stop the contractor bidding for the same new contract for one year to three years, depending on the severity of circumstances, the company will claim for the loss to the contractor.

5.9.5 承攬商發生重大違規事項，遭本公司舉發且要求停工時，承攬商應進行原因分析及提改善措施進行矯正，且由工安單位追蹤改善完成後，始可准予復工。

If the contractor has a major violation, and is required to stop the work, the contractor shall conduct a cause analysis and take improvement measures to correct it, and the completion of the

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correction and improvement shall be approved by safety and health department before allowed to resume work.

- 5.9.6 施工中承攬商因違反本辦法相關規定須停工改善者，其停工至准許復工期間工期照計，因而所造成之損失由承攬商負擔。

Due to violation of the relevant provisions of safety, health and environment regulation, the contractor is required to stop work for improvement, the contract duration shall not be increased, and the loss of work suspension caused by the contractor shall be borne by the contractor.

- 5.9.7 承攬商受安衛檢查機構或環保主管機關檢查而因違規被開罰，致造成本公司亦被連帶處分時，本公司所衍生之損失除扣罰承攬商該罰鍰金額之工程款外，另加罰 5 萬元，承攬商不得提出異議。

If the contractor is inspected by the safety and health inspection agency or the environmental protection authority, and is punished for violation of the regulations that cause SDMS company to be jointly punished. The losses incurred by SDMS company will be compensated by the project payment to the contractor, and in addition to that, an extra NT\$ 50,000 will be penalized to the contractor.

- 5.10 違規記點與其他罰則(Violation points records and others)

- 5.10.1 承攬商違反『承攬商安全衛生工作違規罰則』或『承攬商環保違規事項罰則』處以罰款者，每仟元記 1 點，且列入年度承攬商績效考核扣分紀錄。但有下列情事者，從其規定：If the contractor violates the "Penalty for Contractor's Safety and Health Regulation Violation" or the "Penalty for Contractor's Environmental Protection Regulation Violation", the penalty shall be 1 point per NT\$1,000 penalty, and shall be included in the annual contractor's performance evaluation record.

- (1)承攬商經檢查機構檢查，發現每一違規情事記違規 10 點，如遭勒令停工每次記違規 50 點。

The contractor was inspected by the competent inspection agency and found violation of regulation, that each violation was recorded as 10 points, and if ordered to stop work, it will be recorded at 50 points.

- (2)承攬商之安全衛生人員、工地負責人或其所屬人員有下列情事之一者，每次記違規 30 點：

If the safety and health personnel of the contractor, site manager or their affiliates shall have one of the following circumstances: each time the violation is 30 points:

- a.冒名頂替。

Imposter.

- b.偽造、變造、代簽文件或預簽檢查紀錄。

Fake, altered or allograph of the document, or pre-signed on the inspection record.

- 5.10.2 承攬商於一年內違規記點累計達 60 點時，契約執行單位須約談安全衛生人員、工地負責人，並督促承攬商對員工再教育。

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When the contractor has accumulated 60 points in violation of the regulations within one year, the contract execution unit shall interview the safety and health personnel, the site manager, and urge the contractor to re-educate the workers.

- 5.10.3 承攬商於一年內違規記點累計達 100 點者，本公司應要求承攬商撤換安全衛生人員、工地負責人，並勒令停工，直到新任人員到任後方可復工。此情況下本公司得終止該工程契約，並停止該承攬商承攬本公司契約 2 年。

If the contractor has accumulated 100 points in violation of the rules within one year, the company shall require the contractor to replace the safety and health personnel, the site manager, and order the suspension of project until the new safety and health personnel, the site manager person before restart to work. The company reserves the right to terminate the project contract, and stop the contractor to bid for other contract for 2 years.

- 5.10.4 契約期間內，若再次發生第 2.9.4 所列事故者，其第一次停權期間若尚未屆滿，第二次停權之起算日則以第一次停權屆滿之次日起算。

If the case that the accident listed in 2.9.4 occurs again during the contract period, if the period of the first suspension is not yet expired, the starting date of the second suspension will be counted from the day after the expiration of the first suspension.

- 5.10.5 除第 2.9.4 及第 2.10.3 終止契約之規定外，承攬商及再承攬商另有下列情事之一者，本公司亦得終止契約，並永久停止該廠商承攬本公司契約之資格，若涉及法律責任，將報請司法機關，依法究辦：

In addition to the provisions of the termination clauses in 2.9.4 and 2.10.3, the contractor and the subcontractor have one of the following circumstances, the company may also terminate the contract and permanently stop the contractor from bidding the contract of the company. If legal liability is involved, the company will report to the judicial authorities for investigation:

- (1) 依照民法或刑法，應對本公司負損害賠償責任，經本公司限期催告而仍不履行者。

In accordance with the Civil Law or the Criminal Law, the contractor shall be liable for damages to SDMS Company, but fail to execute within a time limit.

- (2) 不盡雇主應負之職業災害補償責任或侵權責任，增加本公司善後處理之困擾者。

Not bear the responsibility of employers for occupational accident compensation or tort liability, and cause troubles to SDMS company aftermath.

- (3) 承攬商因違反有關安全衛生法令規定，致本公司依法須負行政或民事責任者，情節嚴重者。

If the contractor violates the relevant safety and health laws and regulations, which cause SDMS Company to be subjected to administrative or civil liability according to law, and the circumstances are serious.

- (4) 承攬商對採購之單位、個人，以威脅或利誘等方式，取得工程或獲取不當利益時。

The contractor shall obtain the project or obtain improper benefits from the units or individuals



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of the procurement in the form of threats or inducements.

(5)承攬商以聯合事先約定方式，且以高於合理價錢競投取得工程，經查證屬實者。

The contractor shall obtain the project by means of a joint prior agreement and bid for the project at a higher price than reasonable price, and is verified to be real.

## 6.承攬商公司環安衛管理績效稽核 Contractor company's HSE management performance audit

6.1 對於本公司的得標承攬商，本公司得每年定期或不定期實施環境與安全衛生管理績效考核，考核結果填報於承攬商環安衛稽查與檢查紀錄表，作為承攬商的年度考核與投標審查的參考。

SDMS company will implement environmental and safety and health management performance audit on annual regular or irregular basis. The audit results are reported to the contractor's environment and safety audit and inspection records as a reference for the contractor's annual assessment and bid review.

6.2 承攬商於本公司工地施工一年發生二次失能傷害事故，或稽查缺失件數過多時，本公司得啟動對承攬商的環境與安全衛生管理績效考核，承攬商不得拒絕。

If the contractor has a two lost time injury accidents in the DSMS's construction site within one year, or if there are too many fault items from site inspection, DSMS will initiate the performance audit of the environment and safety management of the contractor, and the contractor may not refuse.

## 7.相關文件(Relevant Document)

### 7.1 相關程序書(Relevant Procedure)

(1)承攬商投標環安衛要求程序書(編號：QP-M21-A19)

General HSE Requirements for Contractor Tender (QP-M21-A19)

(2) 承攬商廠內環安衛違規罰款專款專用程序書(編號：QP-M21-A17)

Contractor inside factory HSE violation penalty fund exclusive administration and usage procedure (QP-M21-A17)

### 7.2 相關表單 (Relevant Form)

(1) 興達海基承攬商施工切結書(表單編號：QP-M21-A18-01)

SDMS Contractor's Declaration of Juridical Conformity (Form no.: QP-M21-A18-01)

(2) 興達海基發包工程再承攬商與第二層再承攬提報單(表單編號：QP-M21-A18-02)

SDMS Report of Subcontractors and Second-level Subcontractors (Form no.: QP-M21-A18-02)

(3) 興達海基共同作業協議組織會議紀錄(表單編號：QP-M21-A18-03)



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SDMS Co-work Consultative Organization Meeting Record (Form no.: QP-M21-A18-03)

(4) 興達海基共同作業協議組織名冊(表單編號：QP-M21-A18-04)

Name List of Co-work Consultative Organization (Form no.: QP-M21-A18-04)

(5) 興達海基交付承攬環境危害與應採行之安全措施告知單(表單編號：QP-M21-A18-05)

SDMS work environment hazard and safety measurement required information (Form no.: QP-M21-A18-05)

(6) 興達海基承攬商安全衛生告知簽認單(表單編號：QP-M21-A18-06)

SDMS Contractor/Subcontractor safety and health notification record) (表單編號：QP-M21-A18-06)

#### 8.附件 Annex

(1)附件 1：共同作業管理規定(Annex 1: Co-work management regulation)

(2)附件 2：承攬商安全衛生工作罰則(Annex 2: Penalties for contractor's safety and health regulations violation)

(3)附件 3：承攬商環保違規事項罰則(Annex 3: Penalties for contractor's environmental regulations violations)

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附件 1 annex1

### 興達海基施工共同作業管理規定(Co-work management regulation)

#### a1.定義

Definition:

a1.1 共同作業：係指本公司與承攬商所僱用之勞工於同一期間、同一工作場所從事工作者。同一期間宜以同一工程之期間作為認定，而不論其中作業之工期是否一致；同一工作場所宜以工程施工所及之範圍，或彼此作業間具有相互關連或幫助關聯之範圍認定之。

Co-work: refers to the workers of SDMS company and the workers employed by the contractor in the same workplace area and at the same time period. The same time period, it is advisable to use the same project period, regardless of whether the work period of the operation is consistent. The same workplace area should be identified by the scope of the project working area or the scope of mutual interaction or mutual assistance between the operation teams.

a1.2 工作場所負責人：係指於該工作場所中代表雇主從事管理、指揮或監督勞工從事工作之人員。

在本公司轄區範圍內之工作場所負責人由各廠(處)二級以上主管擔任，但其得指派所屬各級權責主管或工程協調人，代理執行工作場所負責人之法定相關工作。

Person in charge of workplace: means the person who manages, directs or supervises the work of the laborer on behalf of the employer in the workplace. The person in charge of the workplace within the workplace of DSMS company shall be the second level supervisor or above, but he may assign the competent authority or engineering coordinator at all levels to perform the statutory related work of the person in charge of the workplace.

a1.3 協議組織召集單位：負責成立共同作業協議組織之單位，由本公司契約執行單位擔任之。

The unit of the consultative organization calling: The unit responsible for the establishment of the co-work consultative organization shall be the contract execution unit of the company.

a1.4 協議組織召集人：由協議組織召集單位之二級以上主管擔任，但其得指派所屬權責主管或工程協調人代理召集。

Convener of the consultative organization: The supervisors of the second level or above shall convene the consultative organization meeting, but they may assign the competent supervisor or project coordinator to convene.

a1.5 承攬商之工地負責人：係指承攬商於所承攬範圍工作場所中，代表其雇主從事管理、指揮或監督勞工從事工作之人。

Contractor's site manager: refers to the person in charge of the contractor's work in the workplace, on behalf of his employer to manage, direct or supervise the work of the laborer.

a1.6 工作場所所有立即發生危險之虞，係指有下列情形之一：

All immediate dangers in the workplace refer to the following situations:

a1.6.1 自設備洩漏大量危害性化學品，致有發生爆炸、火災或中毒等危險之虞時。

A large amount of hazardous chemicals are leaking from the equipment, causing dangers such as explosion, fire or poisoning.

a1.6.2 從事河川工程、河堤、海堤或圍堰等作業，因強風、大雨或地震，致有發生危險之虞時。

Engaged in river works, river embankments, sea embankments or cofferdams projects, and

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under the situation of strong winds, heavy rains or earthquakes that may cause disasters.

- a1.6.3 從事隧道等營建工程或管溝、沉箱、沉筒、井筒等之開挖作業，因落磐、出水、崩塌或流砂侵入等，致有發生危險之虞時。

Engaged in tunnel construction and other excavation operations such as digging trenches, caissons, sinking pipes, well, etc., and under the situation of falling, water, collapse or sand intrusion, etc., that may cause disasters.

- a1.6.4 於作業場所有易燃液體之蒸氣或可燃性氣體滯留，達爆炸下限值之百分之三十以上，致有發生爆炸、火災危險之虞時。

The vapor or flammable gas of all flammable liquids in the workplace is retained to more than 30% of the lower limit of the explosion, resulting in an explosion or fire hazard.

- a1.6.5 於儲槽等內部或通風不充分之室內作業場所，致有發生中毒或窒息危險之虞時。

When there is a risk of poisoning or suffocation in an indoor working place such as a storage tank or in an inadequately ventilated indoor working place.

- a1.6.6 從事缺氧危險作業，致有發生缺氧危險之虞時。

Engage in dangerous work in the presence of anoxia, causing a risk of oxygen deficiency hazards.

- a1.6.7 於高度二公尺以上作業，未設置防墜設施及未使勞工使用適當之個人防護具，致有發生墜落危險之虞時。

When working at a height of more than two meters, there is no anti-falling facilities and personal protective equipment is not used by the workers, which may cause a risk of falling.

- a1.6.8 於道路或鄰接道路從事作業，未採取管制措施及未設置安全防護設施，致有發生危險之虞時。

Work on roads or adjacent roads, without taking control measures and without setting up safety protection facilities, causing danger situations.

- a1.6.9 其他經中央主管機關指定公告有發生危險之虞時之情形。

Other circumstances when the central competent authority has designated the announcement that there is immediate danger.

## a2. 管理內容

### Content of management

#### a2.1 一般事項 General

- a2.1.1 本公司與承攬商共同作業時，由契約執行單位召集協議組織，負責執行下列事項：

When the company works with the contractor, the contract execution unit shall convene an consultative organization to coordinate the following matters:

- (1) 確定協議組織成員及工作場所負責人之指派代理人。

Establish a consultative organization, and appoint a competent person responsible for supervision and coordination of the workplace;

- (2) 工作之聯繫與調整與交接之時機與方式。

Regulate and integrate work;

- (3) 工作場所之巡視

Conduct inspections of the workplaces;

- (4) 相關承攬商間之安全衛生訓練之指導及協助。

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Guidance and assistance in safety and health training between relevant contractors.

(5)有關工作環境之危害因素暨有關災害預防應採行之措施。

Direct and assist in safety and health education related to the contracted work;

(6)與本工程或作業有關之職業安全衛生法令及本公司承攬商安全衛生管理相關規定。

Occupational Safety and Health Act relating to this project or operation and the relevant provisions of the Company's Contractors Safety and Hygiene Management regulations.

(7)其他為防止職業災害之必要事項。

Other measures necessary to prevent occupational accidents.

#### a2.2 協議組織之設立 Establishment of the consultative organization

a2.2.1 協議組織之成員應包括與該共同作業有關及與安全衛生有相互關連之單位。

Members of the consultative organization shall include all companies and units related to the co-work and mutual related in safety and health issues.

a2.2.2 承攬商若有交付再承攬時，應將再承攬商之名稱、工地負責人及安全衛生人員提報予契約執行單位，並納入協議組織名冊之中。

If the contractor has subcontracts, the name of the subcontractors, site management personnel and the safety and health personnel shall be reported to the contract execution unit and included in the consultative organization roster.

#### a2.3 協議組織之工作事項 Working matters of the consultative organization

a2.3.1 協議組織成立後至該共同作業結束為止，協議組織召集單位應定期或不定期與協議組織成員進行工作協議。

After the establishment of the consultative organization until the end of the co-work, the consultative organization convening unit shall communicate with the members of the consultative organization on a regular or irregular basis.

a2.3.2 協議組織會議之協議事項包括：

The communication matters of the consultative organization meeting include:

(1)安全衛生管理之實施及配合。

Implementation and coordination of safety and health management.

(2)勞工作業安全衛生及健康管理規範。

Safety, health and health management practices for labor operations.

(3)從事動火、高架、開挖、爆破、高壓電活線等危險作業之管制。

Control of dangerous operations such as hot fire, high place, excavation, blasting, and high-voltage electric live lines, works etc..

(4)對進入局限空間、有害物作業等作業環境之作業管制。

Controlling the operation of operating environments such as entering into confined spaces and hazardous material operations.

(5)電氣機具入廠管制。

Control procedure for electrical equipment entry factory.

(6)作業人員進場管制。

Control procedure for operators enter the workplace scene.

(7)變更管理事項。

Management of change matters.



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- (8)劃一危險性機械之操作信號、工作場所標識、有害物空容器放置、警報、緊急避難方法及訓練等事項。

Integration of hazardous machinery operation signals, workplace identification, placement of hazardous materials empty storage container, alarms, emergency evacuation methods and training.

- (9)使用打樁機、拔樁機、電動機械、電動器具、軌道裝置、乙炔熔接裝置、電弧熔接裝置、換氣裝置及沉箱、架設通道、施工架、工作台等機械、設備或構造物時，應協調實施之安全措施。

When using machinery such as pile driver, pile remover, electric machinery, equipment such as electric appliance, track vehicle device, acetylene welding device, arc welding device, ventilation device and structures such as caisson, erection of channel, construction frame, work table, the safety measures to be implemented shall be coordinated.

- (10)交付承攬有關工作環境、危害因素暨職業安全衛生法及有關安全衛生規定應採行之措施。

Delivery of relevant work environment hazard factors and information of occupational safety and health laws and relevant safety and health regulations.

- (11)斷能卡或其他標誌之懸掛、安全鎖、工作許可證等之確認。

Confirmation of suspension, security lock, work permit, energy breakage tag or other signs.

- (12)其他認有必要之協調事項。

Other coordination matters that are deemed necessary.

- a2.3.3 協議組織會議之協議事項應作成紀錄，經工作場所負責人或其代理人簽核後，分送協議組織全體成員，並由協議組織與會成員，負責向所屬參與共同作業有關人員宣導週知遵行。

The agreement of the consultative organization meeting shall be made into a record. After signing by the person in charge of the workplace or his representative, the agreement shall be distributed to all members, and the members of the meeting shall be responsible for notifying the relevant personnel involved in the joint operation. .

- a2.3.4 協議組織成立後，如有新承攬商加入時，協議組織召集人得視實際需要，召集協議組織所有成員進行會議。

After the establishment of the consultative organization, if the new contractor joins, the person in charge of consultative organization will convene all members to hold the meeting according based on actual needs.

- a2.4 協議事項之管控 Management of the agreement matters

- a2.4.1 協議組織之協議紀錄應保存 3 年。

The agreement record of the consultative organization shall be kept for 3 years.

- a2.4.2 協議組織成員對於協議事項應確實宣導、遵循及執行。

The members of the consultative organization shall actually announce, follow and implement the agreement.

- a2.4.3 協議組織召集單位應定期或不定期查核協議事項之執行成效。

The unit of the consultative organization calling shall check the implementation results of the agreement items on a regular or irregular basis.

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附件 2 annex 2

**承攬商安全衛生工作罰則**  
 (penalty for contractor's safety and health regulations violation)

承攬商及其所屬人員於興達海基工地內施工，違反下列嚴重影響作業場所安全規定，依以下規定，採取罰款處分。

The contractor and its affiliates, when working inside SDMS's work site, violate the following safety regulations that seriously affect the workplace, will be imposed fines in accordance with the following provisions.

b1. 有下列情事之一者，處以罰款 3 仟元：

Those who have the following circumstances shall be fined NT\$3,000:

b1.1 作業人員進入施工或現場之工作場所，未依規定穿著反光背心、佩戴安全帽、未扣好頸帶；或未依規定穿戴符合本公司規定之個人防護具，每人次之罰款。

Those personnel who enter the construction area or on-site workplaces, do not wear reflective vests, hard hats, or buckle straps, or do not wear personal protective equipment as per the regulations will be fined for each case.

b1.2 進入施工或現 s 場之工作場所，未穿著安全皮鞋者或踩穿安全鞋後跟行走；或非因工作所

必要且未經轄區負責人員許可而穿拖鞋、涼鞋、赤腳者，每人次之罰款。

Into the construction or on-site workplace, those who do not wear safety shoes or walk on the heel of safety shoes; or those who wear slippers, sandals and bare feet without the permission of the responsible person in the workplace. And the fine is to fine per person.

b1.3 作業人員未將衣襠紮入於褲內；或穿戴手套、捲起長袖從事具有夾捲危險作業者，每人次之罰款。

The operator did not put the clothes in the trousers; or he wore gloves and rolled up long sleeves to work in the risk of being caught by the machinery. And the fine is per person.

b1.4 承攬商之安全衛生人員未佩戴識別標示者，每人次之罰款。

The safety and health personnel of the contractor did not wear the identification mark. And the fine is per person.

b1.5 法定危險性機械，未依規定於明顯處設立標示(如額定荷重、吊升荷重、製造者名稱、製造年月)者，每一機具之罰款。

The statutory dangerous machinery is not marked according to the regulations (such as rated load, lifting load, manufacturer's name, manufacturing year and month). And the fine is for each machine.

b1.6 僱用童工及女工擔任「童工女工禁止從事危險性或有害性工作認定標準」所定之工作者，每人次之罰款。並視情節輕重，通知勞動檢查機構處置。

The employment of child laborers and female workers to work on forbidden hazardous work according to "Standards for Child Workers forbidden to Work in Dangerous or Harmful Work", and the fine is for each worker. And according to the seriousness of the circumstances, will notify the labor inspection agency.

b1.7 承攬商未對其作業人員實施從事工作及預防災變所必要之安全衛生教育、訓練；或拒絕參加本公司舉辦之安全衛生教育訓練及拒絕參加相關之安全衛生會議者，每人次之罰款。

Those Contractors who do not offer safety and health education or training necessary for the workers, for the needs of prevention of disasters are work assignment. And if worker does not

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	<p>participate in the safety and health training or refuse to participate in the relevant safety and health meetings. And the fine is per person.</p>
b1.8	<p>亂吐檳榔汁或渣者，除處以每人次之罰款外，應另負清洗之責。 Those who vomit betel nut juice or slag, in addition to the fine per person, should be responsible for cleaning the dirt. And the fine is per person.</p>
b1.9	<p>在「指定吸菸區」外吸菸者，每人次之罰款。 Smoking outside the designated smoking area. And the fine is per person.</p>
b1.10	<p>未在規定之地點休息或任意躺睡而影響作業安全者，每人次之罰款。 Those who do not rest at the prescribed location or sleep at any time and affect the safety of the workplace. And the fine is per person.</p>
b1.11	<p>工程車輛、施工機具、施工物料進入工地時未依規劃指定區域放置或未整齊排放者。 When the construction vehicles, construction machinery and construction materials enter the construction site, they are not placed in the designated area or are not neatly discharged.</p>
b1.12	<p>於廠區內道路行車違規、行駛速度超過速限、亂鳴喇叭者。 Driving in the roads in the factory area violate the regulations, the driving speed exceeds the speed limit, and arbitrarily horn whistling.</p>
b1.13	<p>車輛行進間，駕駛人使用行動電話。 The driver uses a mobile phone while the vehicle is traveling.</p>
b1.14	<p>承攬商車輛未經許可進入或停放禁止車輛進入之地區，每車次之罰款。 The contractor's vehicle enters or parks in the area where the vehicle is not allowed to enter without permission. And the fine is for each vehicle.</p>
b1.15	<p>工程施工使用之各項材料、機具設備或拆卸後之模板、木料、工作組件等，未堆放整齊者。 The materials used in the work of the project, the equipment and equipment, or the formwork, wood, and working components after disassembly are not properly stacked.</p>
b1.16	<p>廢棄物及垃圾收集容器未依規劃指定之收集點放置，或收集後未依規定清運至指定場所。 The waste and garbage collection containers are not placed at the collection points specified in the plan, or are not transported to the designated place after collection.</p>
b1.17	<p>氧氣、乙炔等氣體鋼瓶使用之橡膠管或電線任意橫跨通道，或放置於有銳邊尖角、油污之物體或地面上者，每次之罰款。 Rubber pipes of oxygen and acetylene gas cylinders or electric wires arbitrarily cross over the passage, or placed on sharp edges, oily objects or on the ground, each time a fine is imposed.</p>
b1.18	<p>氧氣、乙炔等高壓氣瓶未依法規標示者，每瓶之罰款。 High-pressure gas cylinders or container, such as oxygen and acetylene, are not marked inconsistent with the regulations. And the fine is for each container.</p>
b1.19	<p>遠離電源開關之用電器具，未於其本體或臨近本體處設置 ON/OFF 操作開關，或以閘刀開關充作操作開關使用。 The appliance that is far away from the power switch is not equipped with an ON/OFF operation switch at its body or adjacent to the body, or it is used as an operation switch with a knife switch.</p>
b1.20	<p>臨時電源線路上未裝置漏電斷路器；或每天收工前或長時間暫停工作時，承攬商責任區電氣設備之電源未切斷、電源插頭拔出、電纜線未收拾妥當者，每項之罰款。 The leakage circuit breaker is not installed on the temporary power supply line; or the power supply of electric apparatus is not cut off, the power supply plug is removed, or the cable is properly packed before the work is terminated or long term suspended of the</p>



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	contractor's responsibility area. And the fine is for each item.
b1.21	<p>工程完工後，未將自備之電氣配線及用電器具等設施拆除清離；或未將使用本公司之供電用開關、插座、護蓋等復原點交本公司，每項之罰款。</p> <p>After the completion of the project, the self-provided electrical wiring and electrical appliances were not removed or cleared; or SDMS company's power supply switches, sockets, covers, etc. was not properly restored and transferred to SDMS company</p>
b1.22	<p><u>堆高機於駕駛者離開其位置時，未將貨叉放置於地面、熄火、拔除鑰匙及拉手剎車制動，每次之罰款。</u></p> <p><u>Drivers who do not lower the forks until they are flat on the floor, remove the keys from the ignition, and set the parking brakes when leaving forklifts, shall be fined per time.</u></p>
b2.	<p>有下列情事之一者，處以罰款 6 仟元：</p> <p>Those who <u>have</u> the following circumstances shall be fined NT\$ 6,000:</p>
b2.1	<p>規避本公司相關人員安全查核者，每人次之罰款。</p> <p>Circumventing the safety check of relevant personnel of SDMS company. And the fine is per person.</p>
b2.2	<p>承攬商對其僱用人員未投勞、健保險與雇主意外責任險。</p> <p>The contractor has not insured in labor, health insurance and employer accident liability insurance.</p>
b2.3	<p>未依規定加入「共同作業協議組織」者。</p> <p>Those who have not joined the "Co-work consultative Organization" as required.</p>
b2.4	<p>攜帶含酒精成分飲料進入廠內，每人次之罰款。</p> <p>Bring alcoholic beverages into the factory. And the fine is per person.</p>
b2.5	<p>未將責任區、工作間或施工場所打掃清潔、餘廢料整齊排列於指定地點，廢棄物及垃圾未妥善收集或裝袋者。</p> <p>The area of responsibility, work space or construction site was not cleaned, the remaining waste was neatly arranged at the designated place, and the waste and garbage were not properly collected or bagged.</p>
b2.6	<p>體積小、重量輕等零星易被風吹散之廢棄物或垃圾(飲料罐、保特瓶、飯盒、塑膠袋等)未丟置於有蓋之容器或袋內。</p> <p>Wastes or garbage (beverage cans, bottles, lunch boxes, plastic bags, etc.) that are small in size and light in weight and are easily blown away by the wind are not thrown into a covered container or bag.</p>
b2.7	<p>動火作業期間<u>未指派監火人員監火</u>，有受火花、焊渣飛散滴落或火燄高熱波及之可燃性物品、電線、管路、機具等，未清移或未做好遮護、隔離等安全防護措施。</p> <p>During the hot work, there are flammable articles, wires, pipes, and equipment that are affected by sparks, slags, or high-heat flames, but not properly protected or covered, isolated, or <u>applied</u> other safety protection measures <u>on them, or even without any fire watchers.</u></p>
b2.8	<p>從事乙炔、氧氣、起重機及堆高機等特殊機具作業前，未執行作業點檢，或機具用畢後未依規定洩壓完成。</p> <p>Before the operation of special tools such as acetylene, oxygen, cranes and folk lifters, the operation check was not carried out, or the equipment was not properly discharged according to the regulations after the equipment was used.</p>
b2.9	<p>乙炔、氧氣鋼瓶使用後未關緊以致漏氣者，每瓶之罰款。</p> <p>Acetylene and oxygen cylinders are not closed after use, resulting in air leaks. And the fine is per bottle.</p>
b2.10	<p>乙炔、氧氣鋼瓶<u>及其他高壓氣體鋼瓶</u>未依規定置放、直立固定，<u>或於露天作業場所未設置遮陽措施者</u>，每瓶之罰款。</p>

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	<p>Acetylene and oxygen cylinders <u>or other high-pressure cylinders</u> are not placed or fixed upright as required, <u>or not covered for shades in open areas – will result in fines for each bottle.</u></p>
b2.11	<p>氧氣、乙炔等氣體鋼瓶於連接橡膠管時，未依規定設置逆火防止裝置者，每瓶之罰款。</p> <p>When a gas cylinder such as oxygen or acetylene is connected to a rubber hose, the backfire prevention device is not provided as required. And the fine is per bottle.</p>
b2.12	<p>氧氣、乙炔等氣體鋼瓶使用之橡膠管(氧氣為黑色或綠色，乙炔為紅色)龜裂、腐蝕，或接頭未以專用管箍或管夾束緊。</p> <p>Rubber tubes used in gas cylinders such as oxygen and acetylene (oxygen in black or green, acetylene in red) are cracked, corroded, or the joints are not tightened with special hose clamps or pipe clamps.</p>
b2.13	<p>切焊使用中之氧氣、乙炔等高壓氣瓶上方高架有動火作業時，未加適當防護裝置者。</p> <p>When the high-pressure gas cylinders such as oxygen and acetylene under the welding without proper protective device.</p>
b2.14	<p>地面或平台上之人孔或孔洞打開後，未使用圍柵或其他防護措施，有引起墜落之虞者。</p> <p>After the manhole or hole on the ground or platform is opened, the fence or other protective measures are not used, causes fall hazards.</p>
b2.15	<p>施工場所周圍未以圍籬或欄柵、<u>三角錐搭配連桿</u>等隔離設施分隔，未設安全警告標示、夜間警示燈、禁止隨意進入標示。</p> <p>The surrounding areas of the construction site are not <u>barricaded</u> by <u>construction</u> fences, fences, <u>retractable cone bar barriers, and the like</u>, <u>or not settled</u> safety warning signs, night warning lights, and <u>signs of entry</u>.</p>
b2.16	<p>施工場所及供人員通行出入路線(出入口、樓梯、階梯、通道等)未設置適當之採光或照明。</p> <p>Appropriate lighting or lighting is not provided at the construction site and the access routes (ports, entrances, stairs, stairs, passages, etc.).</p>
b2.17	<p>高度2公尺以上屋頂、地面、牆面、樓梯、階梯、坡道、工作台等場所之開口部位，未設置護欄或護蓋等安全防護設施、安全警告標示、夜間警示燈，或設置之防護設施損壞、失效，或防護設施暫時拆移卻未將配合之作業暫停。</p> <p>The opening of the roof, floor, wall, stairs, stairs, ramp, workbench and other places with a height of more than 2 meters, no safety protection facilities such as guardrails or covers, safety warning signs, night warning lights is provided. Or in the situation of protection facility is damaged or temporary removed of the protective equipment without suspending the work.</p>
b2.18	<p>吊掛作業未遵行規定路徑；或作業迴轉半徑範圍未設安全警戒索、欄柵等隔離設施與安全警告標示；或未禁止人員與車輛行經或停留吊荷物下方；或未設指揮人員指揮吊掛作業。</p> <p>The hanging operation does not follow the specified path; or the working radius of gyration does not have safety guards, fences and other isolation facilities and safety warning signs; or does not prohibit people and vehicles from passing or staying under the load; or no guide person to command hangs operation</p>
b2.19	<p><u>吊掛作業</u>使用之<u>吊掛用具未經驗證機構或技師驗證合格，未實施顏色管理，或</u>吊鏈、鋼索、繩索、吊具之承載荷重力不足，有裂痕、割傷、腐蝕、扭曲捲折等瑕疵未予修換。</p> <p><u>Lifting tools are not verified by certification bodies or professional persons and not</u></p>

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- color coded, or the loading capacity used by slings, steel ropes, or lifting tools is not insufficient – which led to cracks, cuts, corrosion, twists and turns, and the like, but not yet to be fixed or replaced.
- b2.20 吊掛重物或長條形工件，未使用導向索控制方向及防止在空中擺動。  
Hanging heavy objects or long strips without using guide wires to control direction and prevent swinging in the air.
- b2.21 電焊機二次側接地線未依規定使用電氣導線接至焊接之工作物本體，而以鋼筋、扁鐵等金屬物搭接或利用管架、設備等搭接至工作物本體。  
The secondary grounding wire of the electric welding machine is not connected to the body of the welding object according to the regulations, but is overlapped with metal objects such as steel bars and flat irons or bridged to the working body by pipe racks, equipment, and the like.
- b2.22 電焊機之焊接柄或電流、電壓調整器調整把手無絕緣被覆或損壞。  
Welding handle or current and voltage regulator adjustment handle of welding machine without insulation coating or damage.
- b2.23 違反電焊機使用管理作業標準，致設備發生跳電或其他事故者。若因而致設備損壞者，除罰款外，並應負賠償責任。  
Violation of the use of welding machine management regulations, resulting in electricity power failure or other accidents. In the event of damage to other equipment, in addition to the fine, it shall be liable for compensation for SDMS's loss.
- b2.24 電焊機一次側、二次側接線端子處，絕緣未包覆或絕緣包覆破損銅絲外露者。  
At the primary side and secondary side terminals of the welding machine, the insulation is not covered or the insulating coating is damaged causes copper wire to be exposed.
- b2.25 未經本公司人員同意擅自接用電源或拆除本公司之臨時電源設施。  
Unauthorized use of power or dismantling of our temporary power supply facilities without the consent of our company personnel.
- b2.26 在良導體機器設備內檢修工作所使用之手提式照明燈，其電源電壓超過 24V。  
The portable lighting of maintenance work inside electricity conductive equipment has a power supply voltage exceeding 24V.
- b2.27 在控制室、休息間，未經本公司許可任意接用電源或使用電熱設備。  
In the control room, rest room, use the power supply or use electric heating equipment without the permission of the company.
- b2.28 使用損壞之插座、插頭，或使用絕緣劣化破損之電源線。  
Use damaged sockets, plugs, or power cords with damaged insulation.
- b2.29 未使用插頭而以電源導線直接插入插座；或將電源導線勾掛於電源開關保險絲；或自電源一次側接電等不當方式接用電源。  
Plug the power cable directly into the socket without using the plug; or hook the power cable to the power switch fuse; or connect the power supply from an improper way such as directly connecting the primary side of power supply.
- b2.30 橫越通路或車輛出入場所之臨時電氣配線或移動式電線，未架空配設或未施設必要之安全防護措施。  
Temporary electrical wiring or mobile wiring that traverses the access road or vehicle access site, and does not have the necessary safety protection measures.
- b2.31 轉動和移動性設備未設置功能正常之護欄、護罩、護圍、緊急切斷裝置、警告標示、警示裝置及未嚴禁人員接觸及進入轉動和移動性設備。  
Rotating and moving equipment is not equipped with normal function guardrails, guards, fences, emergency cut-off devices, warning signs, warning devices and no measure to



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- prevent from contacting and entering the rotating and mobile equipment.
- b2.32 電器設備裸露帶電部位，未設置防止碰觸感電之護圍等防護設施及掛設安全警告標示。  
The electricity exposure parts existed on the electrical equipment are not covered, and not equipped with protective facilities against the touch of electricity, and the safety warning signs are not provided.
- b2.33 電焊機或其他電器設備設置在潮濕、油污或低處易積水等潮濕場所；或工作人員需在潮濕場所使用電焊機或其他電器設備，卻未以絕緣體墊高並妥善固定。  
Welding machines or other electrical equipment installed in wet places such as wetting, oily or water accumulated place; or workers use electric welders or other electrical equipment in wet places, but they are not be padded with insulation and properly fixed.
- b2.34 電氣導線、接地導線與電源開關、機體外殼連接之兩接線端，未以壓著端子、墊圈及螺絲鎖緊。  
The two terminals of the electrical and grounding conductors connected to the power switch and the body casing are not firmly locked by pressing the terminals, washers and screws.
- b2.35 將電源開關箱充作存放箱使用，存放茶杯、毛巾、手工具或其他雜物。  
Use the power switch box as a storage box to store tea cups, towels, hand tools or other sundries.
- b2.36 遇下雨天，未用防水設施覆蓋用電器具或未移入不被水淋場所。  
During rainy days, no waterproofing facilities are used to cover electrical appliances to prevent from wet or not moved into water-free places.
- b2.37 未經許可擅自取用本公司之消防滅火設備，或開啟消防水做非消防用途使用者。  
Unauthorized access to the company's fire-fighting equipment, or open fire-fighting water for non-fire-fighting users.
- b2.38 未經許可擅自進入管道間、電氣室、機房或其他管制區域者。  
Unauthorized access to the pipeline, electrical room, machine room or other controlled areas.
- b2.39 未經許可任意拆除作業場所圍籬者。  
Anyone who dismantles the workplace fence without permission.
- b3. 有下列情事之一者，處以罰款 1 萬元：  
Those who **have** the following circumstances shall be fined NT\$ 10000:
- b3.1 承攬商未依政府法令與本公司規定為其員工辦理各項保險，或工程期間私自退保未告知合約執行單位。  
The contractor did not comply with the government regulations and the company's regulations for the insurance of its employees or privately surrendered during the project did not inform the contract execution unit.
- b3.2 承攬商取得安全工作許可證後，施工時未依規定項目執行或未於作業後執行安全點檢並簽署者。  
After the contractor obtains the safety work permit, not be carried out according to the permitted work items, or fail to carry out safety inspection and signing after the operation.
- b3.3 承攬商未將實際從事作業人員姓名簽署於安全工作許可證；或簽署於安全工作許可證之人員與實際從事作業之人員不符者。  
The contractor did not sign the name of the person actually engaged in the work on the safety work permit; or the person signing the safety work permit is inconsistent with the person actually engaged in the operation
- b3.4 承攬商之安全工作許可證超過有效時限而未加簽者。

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<p>The contractor's safety work permit exceeds the valid time limit and is not re-signed.</p>	
b3.5	<p>承攬商之各級主管未依規定巡視及記錄。</p> <p>The supervisors at all levels of the contractor did not patrol and record according to regulations.</p>
b3.6	<p>承攬商之安全衛生人員未符合業務主管資格；或特殊作業主管未依法規取得合格證照者而作業。</p> <p>The safety and health personnel of the contractor did not meet the HSE supervisor qualifications; or the special operation supervisors do not obtain the required certificate.</p>
b3.7	<p>承攬商於作業現場發生事故或災害時，相關人員未配合本公司救災。</p> <p>When the contractor has an accident or disaster at the job site, the relevant personnel have not cooperated with the company for disaster relief.</p>
b3.8	<p>危險物及有害物儲存時未注意通風且未設置相關警告設施或標示，未於儲存使用之鄰近處設置功能正常且充足之緊急沖淋設備；安全資料表(SDS)，未放置於該物質附近容易取得處。</p> <p>Hazardous materials and hazardous materials are stored without attention to ventilation and normal and sufficient emergency shower equipment is not installed in the vicinity of storage; or Safety Data Sheet (SDS) is not placed near the substance and is easily accessible.</p>
b3.9	<p>未取得法定操作證照，而從事法定危險性機械或特殊機具之操作者，每人每次罰款。</p> <p>The statutory operation license has not been obtained, and engaged in statutory dangerous machinery or special equipment operation. It is fined once per person.</p>
b3.10	<p>未取得法定危險性機械或特殊機具之檢查合格證；或檢查合格證已逾有效期限卻仍使用者，每一機具之罰款。</p> <p>Failure to obtain the inspection certificate for legal dangerous machinery or special equipment; or the inspection certificate has exceeded the validity period but still in use. It is fined once per each machine.</p>
b3.11	<p>起重機或堆高機，未依規定設置安全裝置或警報裝置；或設置之安全警報裝置功能不正常者，每一機具之罰款。</p> <p>Dangerous machinery (moving crane, overhead crane) or folk lifter, if the safety device or alarm device is not provided according to the regulations; or the safety alarm device are not function normal. It is fined for each machine.</p>
b3.12	<p>飲用含酒精性飲料者，除罰款外，令其離廠，當日不得再進廠工作。</p> <p>Those who drink alcoholic beverages, except for the fines, will be requested to leave the factory and may not enter the factory to work on the same day.</p>
b3.13	<p>有賭博、鬥毆等不當行為者。</p> <p>There are gambling, fighting and other misconduct.</p>
b3.14	<p>駕駛之車輛未依規定辦理保險或取得相關證照。</p> <p>The driving vehicle has not been insured according to regulations or obtained relevant licenses.</p>
b3.15	<p>承攬商人員乘坐於無篷工程車輛貨架車斗之邊緣或乘坐於車斗內。</p> <p>Contractor personnel ride on the edge of the rack or in the container body of the uncovered truck.</p>
b3.16	<p>堆高機無乘客座而搭載人員行駛於廠(場)區道路者；或將堆高機作為施工架者。</p> <p>The folk lifter has no passenger seats and carries people while driving on the roads in the factory (field) area; or the folk lifter is used as the scaffold for up climbing.</p>
b3.17	<p><u>人員在高處作業或站立在有墜落之虞的位置、施工架上</u>未使用<u>背負式安全帶</u>；或未將安全帶掛鉤勾掛於安全母索或堅固結構物上，每人每次之罰款。</p> <p><u>Personnel will be fined if not wearing harnesses on scaffolding, or not hooking on</u></p>

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	<p>safety lifeline or stable structure <u>when standing in the line of fire for possible falling hazards or working at height.</u></p>
b3.18	<p>工作人員未依施工計畫拉設安全網、設置防墜落設施；或安全網破損而未修補者。 The worker did not follow the working plan to pull the safety net and to set up the fall protection facilities; or the safety net was damaged and not repaired.</p>
b3.19	<p>安全防護措施設置不符合安全規定或損壞未予修復。 Safety protection equipment are not in compliance with safety regulations or damage is not repaired.</p>
b3.20	<p>吊車吊鉤未裝防滑脫裝置，或已裝設但功能不正常者。 Crane hooks are not equipped with anti-disengage devices, or have been installed but not function properly.</p>
b3.21	<p>交流電焊機未設置自動電擊防止裝置；或已設置但未使用；或功能不正常者。 The AC welding machine is not equipped with an automatic electric shock prevention device; or it has been set but not used; or the function is not normal.</p>
b3.22	<p>檢修設備、電氣、線路或接近電氣線路作業，未依規定斷電、斷能洩壓、插入安全插梢及執行安全管制卡掛卡作業。 Overhaul equipment, electrical, wiring or close to electrical lines, failing to power off according to regulations, breaking pressure, inserting safety plugs and hanging safety control card.</p>
b3.23	<p>吊車從事吊掛作業時，未將支撐架撐開；或在鬆軟或傾斜地面作業，其支撐腳座未有足夠強度、適當大小之枕木等襯墊，防止凹陷傾斜；或吊舉之重物超出額定荷重；或吊桿超出安全作業角度。 When the crane is engaged in hanging work, the support frame is not opened; or when it is working on a soft or inclined ground, the support foot does not have sufficient strength, suitable size of sleepers and other cushions to prevent the sunken slope; or the lifting weight exceeding the rated load; or the boom exceeds the safe working angle.</p>
b3.24	<p>擅自加設臨時電源開關箱；或雖經本公司同意設置，但未經合格電工人員檢查認可，即逕行接電使用者。 Add temporary power switch box without authorization; or even approved by company, but to connect power without the inspection of qualified electrician.</p>
b3.25	<p>承攬商自備之發電機，未設電源開關箱漏電斷路器；或電源開關箱未經合格電氣人員檢查認可，即逕行接電使用。 The self-provided generator of the contractor does not have a power switch box leakage circuit breaker; or the power switch box is not checked and approved by qualified electricians, before the power line is used for power supply.</p>
b3.26	<p>電源開關未設開關箱防護；或未設適當之分路漏電斷路器、防止超負荷安全裝置；或其功能不正常者。 The power switch is not provided with switch box protection; or there is no appropriate branch leakage circuit breaker or overload prevention safety device; or its function is not normal.</p>
b3.27	<p>在燃氣區域施工中未使用防爆型電器具或操作開關、插座等配屬設施。 Explosion-proof electrical appliances or operating facilities such as switches and sockets are not used during working in flammable gas area.</p>
b3.28	<p>載運易燃、易爆或毒性等物質作業於裝、卸料品時，未遵守相關規定者。 If the flammable, explosive or toxic substances are carried in the loading and unloading, the relevant provisions are not complied with.</p>
b3.30	<p>未經許可，擅自以製程、電儀、空氣、消防等管路或設備充作工作架台、支撐架、吊</p>



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	<p>架或其他用途使用；或私自踐踏者。</p> <p>Unauthorized use of pipelines or equipment such as process, electricity, air, fire, etc. for work platforms, support frames, hangers or other purposes or trampling.</p>
b3.31	<p>未依規定參加本公司舉辦之職業安全衛生宣導會議者。</p> <p>Those who did not participate in the occupational safety and health promotion conferences held by the company without permission beforehand.</p>
b3.32	<p>承攬商安全衛生人員之出勤報價未據實申報。</p> <p>The payment report of the safety and health personnel of the contractor is not based by the actual attendance.</p>
b3.33	<p><u>使用高空工作車作業，未經本公司生產副總簽准同意、主辦單位二級主管或其代理人於現場監督，逕自離開工作籃(台)者，每人每次之罰款。</u></p> <p><u>Personnel will be fined if leaving working platforms or cages without permission from SDMS's Assistant Vice President of Production Department, second level of managers from the organizer or their delegants when operating cherry pickers.</u></p>
b3.34	<p><u>吊掛作業使用單點或單索方式吊掛者。</u></p>
b4.	<p><u>有</u>下列情事之一者，處以罰款 2 萬元：</p> <p>Those who <u>have</u> the following circumstances shall be fined NT\$ 20,000:</p>
b4.1	<p>從事特定安全管制作業，未依規定申請簽發安全工作許可證。</p> <p>Engaged in specific safety control operations and did not apply for a safe work permit.</p>
b4.2	<p>執行包括高架作業、局限空間作業、管線動火作業、氧氣乙炔切割作業等高危害作業時，未訂定施工計畫書或危害防止計畫。</p> <p>When performing high-impact operations such as overhead operations, confined space operations, pipeline hot work, and oxygen acetylene cutting operations, no safe working plan or hazard prevention plan is established.</p>
b4.3	<p>進行輻射照相作業，而未依規定使用防護措施者。</p> <p>Performing radiation photography without using protective measures as required.</p>
b4.4	<p><u>局限空間作業未依職業安全衛生設施規則辦理者</u>；或從事危害性氣體作業未依規定配戴適當安全防護器具者。</p> <p>Confined space operations <u>are not in accordance with "Regulations for the Occupational Safety and Health Equipment and Measures"</u>; or <u>not wearing appropriate personal protective equipment when engaging</u> in hazardous gas operations.</p>
b4.5	<p>承攬商人員攜帶香菸、火柴、打火機進入動火管制區；或於禁止吸菸場所吸菸等被查獲者，每人每次之罰款。</p> <p>The contractor's personnel carry cigarettes, matches, and lighters into the fire-control zone; or those who are found in smoking-prohibited places. It is fined for each person.</p>
b4.6	<p>承攬商於有油氣存在之危險作業場所，未依規定使用安全工具者。</p> <p>Contractors do not use required safety tools in hazardous workplaces where oil and gas are present.</p>
b4.7	<p>查獲施用毒品者，除處以每人之罰款外，並立即報警，且限制施用者永久停權。</p> <p>The drug users found in the workplace, in addition to the fines per person, and immediately call the police, and limit the perpetrators to permanently stop working in SDMS company.</p>
b4.8	<p>依法規對所僱用勞工實施健康檢查者。</p> <p>Those who fail to comply with the regulations to conduct health examination on employed workers.</p>
b5.	<p><u>有</u>下列情事之一者，處以罰款 6 萬元：</p> <p>Those who <u>have</u> the following circumstances shall be fined NT\$ 60,000:</p>

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- b5.1 對查核或取締人員施加暴力或恐嚇者，除處以每人次之罰款，並立即報警察機關。  
Anyone who use violence or harassment to audit or inspection personnel, shall be fined for each person, and will be immediately send to the police agency.
- b5.2 承攬商未依“共同作業協議組織會議”決議及相關安全程序作業，而引發事故。  
The contractor failed to operate in accordance with the “co-work consultative organization” meeting agreements and related safety procedures, causing an accident.
- b5.3 承攬商載運廢鐵、氧化鐵粉、污泥、廢土、沙石等未妥善處置防護，而造成工安事故或污染。  
The contractor transports scrap iron, iron oxide powder, sludge, waste soil, sand and gravel, etc., which are not properly disposed of, causing accidents or pollution.
- b5.4 未依本公司相關規定做好防範措施，釀成災害。  
Failure to take precautionary measures in accordance with the relevant provisions of the company, resulting in disasters.
- b5.5 未經許可擅自進行施工、作業者。  
Construction or operation without authorization.
- b5.6 未經許可擅自開啟廠內機械設備、電氣設備、管路之開關或閥、盲封者。  
Unauthorized opening of mechanical equipment, electrical equipment, pipeline switches or valves, blind seals.
- b5.7 承攬商人員無證件入廠、冒用他人證件、將證件出借他人或偽(變)造、複製他人證照使用。  
Contractors shall enter the factory without a certificate, fraudulently use other people's certificate, lend the certificates to others or fakery change, copy and use the licenses of others.
- b6. 除以上各規定外，凡違反職業安全衛生法規、國家法令規定或本公司安全衛生相關規定者，視情節輕重，處以 3 仟至 30 萬元不等之罰款。  
In addition to the above provisions, any violation of occupational safety and health regulations (including SDMS's), or related to Taiwan legislation, depending on the circumstances, impose a fine ranging from NT\$ 3,000 to NT\$ 300,000.
- b7. 承攬商因違規被檢查機構檢查或環保主管機關開罰，致造成本公司亦被連帶處分時，本公司所衍生之損失除扣罰承攬商該罰鍰金額之工程款外，另加罰 5 萬元。  
If the contractor is inspected by the labor inspection agency or the environmental protection authority and issued a penalty, cause SDMS company to be jointly liable and issued penalty, and the losses incurred by the company will be deducted to the project payment, and an extra penalty of NT\$50,000 will be issued to the contractor.
- b8. 承攬商竊取電纜線、維修備品、原料、物料、成品等，一經查獲除依損失賠償以外，處以罰款 10 萬元。  
If the contractor's worker steal the cable, repair spare parts, raw materials, materials, finished products, etc., the contractor will be fined NT\$100,000 in addition to compensation for damages.

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附件 3 annex 3

**承攬商環保違規事項罰則**(penalties for contractor's environmental regulation violations)

c 1.違反下列情事之一者，處以罰款 3 仟元：

Those who violate the following circumstances shall be fined NT\$3,000:

c1.1 空污(air pollution)

(1) 施工期間有空氣污染物(如黑煙、惡臭)排放，例如進行露天燃燒等。

During the work period, there are air pollutants (such as black smoke and odor) actions, such as open burning.

(2) 營建工地管制編號超過有效期限。

The control number of construction site has exceeded the validity period.

(3) 營建工地未設置阻隔式圍籬及防溢座(屬一級工地者，其圍籬高度低於 2.4 公尺，屬二級工地者，其圍籬高度低於 1.8 公尺)。

There are no barrier fences and overflow prevention blocks at the construction site (Level 1 site the fence height is less than 2.4 meters, or Level 2 construction site the fence height is less than 1.8 meters).

(4) 營建工地未設置防制措施造成土方揚塵。

The construction site did not set up prevention measures to cause dust in the earth.

(5) 營建工地主要車行路徑之道路未鋪設粗級配、或其他同等功能之粒料。

The main roads of the construction site are not paved with coarse grading or other equivalent functional pellets.

(6) 營建工地車輛離開工地前未進行洗車。

No vehicle washing was carried out before the construction site vehicle left the construction site.

(7) 營建工地載運土石車輛未蓋上防塵網或延伸未覆蓋至車斗上緣以下至少十五公分。

The earth-moving vehicle carried on the construction site shall not be covered with a dust-proof net or extended to cover at least 15 cm below the upper edge of the body.

(8) 施工期間使用機具、設施之油品含硫量大於 50ppm。

The Sulphur content of oil used in machinery and facilities during construction is greater than 50ppm.

c1.2 廢水(waste water, sewage)

(1) 施工過程產生之廢(污)水未收集排入廠內廢(污)水收集或防治設施，且直接排放至地面水體。

The waste (sewage) water generated during the construction process is not collected and discharged into the waste (sewage) water collection or control facilities in the plant, and is directly discharged to the surface water body.

c1.3 廢棄物(Waste)

(1) 承攬商所產生之事業廢棄物或資源物質未依本廠分類原則放置於指定儲區。

The business waste or resource materials generated by the contractor are not placed in the designated storage area according to the classification principle of the factory.

(2) 工程或運輸車輛載運物品或廢棄物至廠外未加蓋或未做好安全措施，導致掉落或發生污染事件。

The project or transport vehicle carries goods or waste to the outside of the factory without cover or safety measures, resulting in falling or contamination.

(3) 廢棄物清除廠商未空車入廠或夾雜其它廢棄物。

The waste removal manufacturer has not left the vehicle or mixed with other waste.

c2.違反下列情事之一者，處以罰款一萬元：

Those who violate the following circumstances shall be fined NT\$10,000:

c2.1 空污(air pollution)



	<b>承攬商環安衛管理程序書</b> <b>Contractor Environment, Safety and Hygiene</b> <b>(HSE) Management Procedure</b>	Document No.	QP-M21-A18
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- (1) 營建工地未依法向環保局申請管制編號，或未繳交空污費。  
Not applying to the Environmental Protection Bureau for the control number, or does not pay for air pollution charges.
- c2.2 廢水(waste water, sewage)
- (1) 屬一級營建工地未向環保局提送逕流廢(污)水污染削減計畫書，或未依計畫書執行。  
The level-1 construction site did not submit a plan for the reduction of runoff waste water, sewage pollution to the Environmental Protection Agency, or it was not implemented according to the plan.
- c2.3 廢棄物(Waste)
- (1) 營建工地施工前未取得環保局廢棄物清理計畫書核可。  
The construction site was not approved by the Environmental Protection Agency Waste Cleaning Plan before construction.
- c2.4 毒化物(poison)
- (1) 未經許可攜帶毒化物進廠。  
Carrying poisonous chemicals into the factory without permission.