

- Act of Gender Equality in Employment

<https://law.moj.gov.tw/ENG/LawClass/LawAll.aspx?pcode=N0030014>

Article 1

The Act is enacted to protect gender equality in right-to-work, implement thoroughly the constitutional mandate of eliminating gender discrimination, and promote the spirit of substantial gender equality.

Chapter II Prohibition of Gender Discrimination	
Article 7	Employers shall not discriminate against applicants or employees because of their gender or sexual orientation in the course of recruitment, screening test, hiring, placement, assignment, evaluation and promotion. However, if the nature of work only suitable to a specific gender, the above-mentioned restriction shall not apply.
Article 8	Employers shall not discriminate against employees because of their gender or sexual orientation in the case of holding or providing education, training or other related activities.
Article 9	Employers shall not discriminate against employees because of their gender or sexual orientation in the case of holding or providing various welfare measures.
Article 10	Employers shall not discriminate against employees because of their gender or sexual orientation in the case of paying wages. Employees shall receive equal pay for equal work or equal value. However, if such differentials are the result of seniority systems, award and discipline systems, merit systems or other justifiable reasons of non-sexual or non-sexual-orientation factors, the above-mentioned restriction shall not apply. Employers may not adopt methods of reducing the wages of other employees in order to evade the stipulation of the preceding paragraph.
Article 11	Employers shall not discriminate against employees because of their gender or sexual orientation in the case of retirement, discharge, severance and termination. Work rules, labor contracts and collective bargaining agreements shall not stipulate or arrange in advance that when employees marry, become pregnant, engages in childbirth or child care activities, they have to sever or leave of absence without payment. Employers also shall not use the above-mentioned factors as excuses for termination. Any prescription or arrangement that contravenes the stipulations of the two preceding paragraphs shall be deemed as null and void. The termination of the labor contract shall also be deemed as null and void.