**Sample Employment Contract**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| This contract of employment is entered into between | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | (hereinafter | | |
| referred to as ‘Employer’)and | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | (hereinafter referred to as ‘Employee’) | | | | | | | | | |
| on | |  | | | | | | | | | | | | | | | under the terms and conditions of employment below : | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | |
| **1.** | **Commencement** | | | Effective from | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | **of Employment** | | | 🞏until either party terminates the contract. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  |  | | | 🞏for a fixed term contract for a period of | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | *\* day(s) /week(s)/ month(s)/ year(s),* | | | | | | | | |
|  |  | | |  | |  | *ending on* | | | | | | | | | | |  | | | | | | | | | | | | | | | | | . | | | | | | | | | | | | | | |  |
| **2.** | **Probation Period** | | | 🞏 No | | | | | | | | |  | | | | | 🞏 Yes | | | |  | | | | | | | | | | | | | \**day(s) / week(s)/ month(s)* | | | | | | | | | | | | | | |  |
| **3.** | **Position and Section Employed** | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **4.** | **Place of Work** | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **5.** | **Working Hours** | | 🞏 | | | | | | | Fixed, at | | | | | |  | | | | | | | | | | | | | | | days per week, | | | | | | | | |  | | | | | hours per day | | | | | |
|  |  | | | | | | | | | from | | | | | |  | | | | | | | | | | | | | | | \**am/pm* | | | to | | | |  | | | | | | \**am/pm* | | | | | | |
|  |  | |  | | | | | | | and | | | | | |  | | | | | | | | | | | | | | | \**am/pm* | | | to | | | |  | | | | | | \**am/pm* | | | | | | |
|  |  | | 🞏 | | | | | | | Shift work required, | | | | | | | | | | | | |  | | | | | | | | | | | | | hours per day | | | | | | | | | |  | | | | |
|  |  | |  | | | | | | | from | | | | | |  | | | | | | | | | | | | | | | \**am/pm* | | | to | | |  | | | | | | | \**am/pm* | | | | | | |
|  |  | |  | | | | | | | or | | | | | |  | | | | | | | | | | | | | | | \**am/pm* | | | to | | |  | | | | | | | \**am/pm* | | | | | | |
|  |  | | 🞏 | | | | | Shift work required, at | | | | | | | | | | | | | | | | |  | | | working day(s) per \**week/ month,* totalling | | | | | | | | | | | | | | | | | | |  | | hour(s). | |
|  |  | | 🞏 | | | | | Others | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
|  |  | |  | | | | |  | | | | | | (details of the arrangement on working hours and total working hours) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **6.** | **Meal Break** | | 🞏 Fixed, | | | | | | | | | from | | | | | | | |  | | | | | | \**am/pm* | | | | | | to |  | | | | | | | \**am/pm,* | | | \**with/without pay* | | | | | | | |
|  | |  | | | 🞏 Not-fixed, at | | | | | | | | | | | | | | | |  | | | | | | | | \**minutes/hour(s)* | | | | | | | | | | | per day, | | | \**with/without pay* | | | | | | | |
|  | |  | | | Meal break *\*is/ is not* counted as working hour(s). | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | |
| **7.** | **Rest Days** | | | | 🞏 | | | | On every | | | | | |  | | | | | | | | | | | | , *\*with / without* pay | | | | | | | | | | | |  | | | | | | | |  | | | |
|  | 🞏 | | | | On rotation, | | | | | | | | | | |  | | | | day(s)per *\*week/month, \*with / without* pay | | | | | | | | | | | | | | | | | | | | | | |  | | | |
|  |  | | | | (The employee is entitled to not less than 1 rest day in every period of 7 days) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| **8.** | | **Wages** | |  | |  | | | | |  |
|  | | **(a) wage rate** | | Basic wages of $ | |  | | | per *\* hour/ day /week/month;* | | |
|  | |  | | ***plus*** the following allowance(s) : | | | | | | | |
|  |  | |  | | 🞏Meal allowance of $ | |  | | | per \* *day / week/ month* | |
|  |  | |  | | 🞏Travelling allowance of $ | | |  | | per \* *day / week/ month* | |
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| *Please put a “✓” in the clause(s) as appropriate*  \* *Please delete the word(s) as inappropriate* (6/2015) | | | | | | | | | | | |

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|  |  | |  | | | 🞏Attendance allowance of $ | | | | | | | | | (amount) | | | | | | | | | | | | | | | | | |
|  |  | | |  | |  | |  | | | | | | | | | | | | | | | | | | | | | | | | |
|  |  | | |  | |  | | (details of criteria and calculation of payment) | | | | | | | | | | | | | | | | | | | | | | | | |
|  |  | | |  | | 🞏Others (e.g. commission, tips) $ | | | | | | | | | | | | | | (amount) | | | | | | | | | | | | |
|  |  | | |  | |  | |  | | | | | | | | | | | | | | | | | | | | | | | | |
|  |  | | |  | |  | | (details of criteria and calculation of payment and date of payment) | | | | | | | | | | | | | | | | | | | | | | | | |
|  | **(b) overtime pay** | | | 🞏At the rate of $ | | | | | |  | | | | | | | | | per hour | | | | | | | | | | | | | |
|  |  | | | 🞏At the rate according to \**normal wages /* | | | | | | | | | | | | | | | | | |  | | | | | *% of normal wages* | | | | | |
|  | **(c)payment of** | | | | 🞏 | | Every month, on | | | | \_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | | day of the month | | | | | | | | | | | | | | |
|  | **wages & wage** | | | |  | | for wage period from | | | | |  | | day of the month to | | | | | | | | | |  | | day of \*the month/ the following month. | | | | | | |
|  | **period(s)** | | | | 🞏 | | Twice monthly, payable on | | | | | | | | |  | | | | | | | | | | | | | | | | |
|  |  |  | | | **(i)** | |  | | day of \**the month / following month* | | | | | | | | | | | | | | | | | | | |  |  |  |  |
|  |  |  | | |  | | for wage period from | | | | |  | | day of the month to | | | | | | | | | |  | | day of \*the month/ the following month. | | | | | | |
|  |  |  | | | **(ii)** | |  | | day of \**the month / following month* | | | | | | | | | | | | | | | | | | | |  |  |  |  |
|  |  |  | | |  | | for wage period from | | | | |  | | day of the month to | | | | | | | | | |  | | day of \*the month/ the following month. | | | | | | |
|  |  |  | | | 🞏 | | Once for every | | | |  | | | | | | \**day(s)/week(s*) | | | | | | | |  | | | | | | | |
|  |  | | | |  | | for wage period from | | | | | |  | | | | | | | | to | |  | | | | | . | | | | |

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| **9.** | **Holidays** | The Employee is entitled to: | | | | | | |
|  |  | 🞏 statutory holidays as specified in the Employment Ordinance | | | | | | |
|  |  | 🞏 public holidays | | | | | | |
|  |  | 🞏 **plus** other holidays (please specify) | | | |  | |  | |
| **10.** | **Paid Annual Leave** | 🞏 The Employee is entitled to paid annual leave according to the provisions of the Employment Ordinance (ranging from 7 to 14 days depending on the Employee’s length of service). | | | | | | |
|  |  | 🞏 The Employee is entitled to the following paid annual leave according to the rules of the | | | | | | |
|  |  | company (please specify) | | |  | | | |
| **11.** | **Maternity**  **Benefits** | 🞏 | The Employee is entitled to maternity leave and maternity leave pay according to the provisions of the Employment Ordinance. | | | | | | | |
|  |  | 🞏 | The Employee is entitled to the following maternity leave and maternity leave pay | | | | | | | |
|  |  |  | according to the rules of the company(please specify) | | | | ­­­­­­­­­­ | | | |
| **12.** | **Paternity**  **Benefits** | 🞏 | The Employee is entitled to paternity leave and paternity leave pay according to the provisions of the Employment Ordinance. | | | | | | | |
|  |  | 🞏 | The Employee is entitled to the following paternity leave and paternity leave pay | | | | | | | |
|  |  |  | according to the rules of the company(please specify) | | | | ­­­­­­­­­­ | | | |
| **13.** | **Sickness**  **Allowance** | 🞏 | The Employee is entitled to sickness allowance according to the provisions of the Employment Ordinance. | | | | | | | |
|  |  | 🞏 | The Employee is entitled to sickness allowance according to the rules of the company under the following circumstances: | | | | | | | |
|  |  |  | - If the number of sickness days taken is \_\_\_\_\_\_ day(s) or below, an appropriate medical certificate in support of the sick leave \**is /is not* required. | | | | | | | |
|  |  |  | - If the number of sickness days taken is \_\_\_\_\_\_day(s) or more, an appropriate medical certificate in support of the sick leave is required. | | | | | | | |
|  |  | 🞏 | Others (please specify) |  | | | | | | |
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| *Please put a “✓” in the clause(s) as appropriate*  \* *Please delete the word(s) as inappropriate* (6/2015) | | | | | | | | | | |

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| **14.** | **Termination of** | A notice period of | | | | | | |  | | | | | | \* *day(s) /week(s)/ month(s)* or | | | | | | | | | | |
|  | **Employment** | an equivalent amount of wages in lieu of notice (notice period not less than 7 days). | | | | | | | | | | | | | | | | | | | | | | | |
|  | **Contract** | During the probation period (if applicable) : | | | | | | | | | | | | | | | | | | | | | | | |
|  |  | - | | within the first month : without notice or wages in lieu of notice | | | | | | | | | | | | | | | | | | | | | |
|  |  | - | | after the first month : a notice period of | | | | | | | | | | | | | |  | | | | *\* day(s)/week(s)/ month(s)* | | | |
|  |  |  | | or an equivalent amount of wages in lieu of notice (notice period not less than 7 days). | | | | | | | | | | | | | | | | | | | | | |
| **15.** | **End of Year** | An amount of \* *$* | | | | | | |  | | | | | *or equivalent to* | | | | | |  | | | *month’s basic/ normal* | | |
|  | **Payment** | wages upon completion of each | | | | | | | | | | | | | | | | | | | | | | | |
|  |  | 🞏 | | *\*calendar / lunar year* | | | | | | | | | | | | | | | | | | | | | |
|  |  | 🞏 | | specified period : from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | | | | | | | | | | | | | | | | |
|  |  | Payment is to be made within | | | | | | | | |  | | | | | | days before commencement of the following | | | | | | | | |
|  | | *\* calendar /lunar year.* | | | | | | | | | | | | | | | | | | | | | | | |
| **16.** | **Mandatory Provident Fund Scheme** | The Employer and the Employee are to make contributions towards the Mandatory Provident Fund Scheme in accordance with the requirements specified in the Mandatory Provident Fund Schemes Ordinance. | | | | | | | | | | | | | | | | | | | | | | | |
|  |  | 🞏 | | **In addition to the mandatory contribution,** the Employer provides monthly voluntary | | | | | | | | | | | | | | | | | | | | | |
|  |  | contribution to the Mandatory Provident Fund Scheme *\* in the amount of $* | | | | | | | | | | | | | | | | | | | | | |  | |
|  |  | */ at a rate of* | | | |  | | | | | | *% of the Employee’s monthly wages.* | | | | | | | | | | | | | |
|  |  | 🞏 | | **In addition to the mandatory contribution,** the Employee provides monthly voluntary | | | | | | | | | | | | | | | | | | | | | |
|  |  | contribution to the Mandatory Provident Fund Scheme *\* in the amount of $* | | | | | | | | | | | | | | | | | | | | | | |  |
|  |  | | */ at a rate of* | | | |  | | | | | | *% of the Employee’s monthly wages.* | | | | | | | | | | | | |
| **17.** | **Work** | 🞏The Employee is required to work when typhoon signal no.8 or above is hoisted. In addition | | | | | | | | | | | | | | | | | | | | | | | |
|  | **Arrangements** | to wages, the employee is entitled to \**typhoon allowance / travelling allowance at* | | | | | | | | | | | | | | | | | | | | | | | |
|  | **during** | *$* | | |  | | | *or* | |  | | | | | | *% of normal wages*. | | | | | | | | | |
|  | **Typhoon** | 🞏The Employee is not required to work when typhoon signal no.8 or above is hoisted and no | | | | | | | | | | | | | | | | | | | | | | | |
|  |  | Wages will be deducted during the period. The Employee is required to resume duty if the | | | | | | | | | | | | | | | | | | | | | | | |
|  |  | typhoon signal no.8 is lowered not less than | | | | | | | | | | | | | | | | |  | | hours before close of working hours. | | | | |

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| **18.** | | **Work** | 🞏The Employee is required to work when black rainstorm warning is hoisted. In addition to | | | | | | | | |
|  | | **Arrangements** | wages, the employee is entitled to \**rainstorm allowance / travelling allowance at* | | | | | | | | |
|  | **during Black** | | *$* |  | *or* |  | *% of normal wages*. | | | | |
|  | | **Rainstorm**  **Warning** | 🞏The Employee is not required to work when black rainstorm warning is hoisted and no | | | | | | | | |
|  | | wages will be deducted during the period. The Employee is required to resume duty if the black | | | | | | | | |
|  | |  | rainstorm warning is cancelled not less than | | | | |  | | hours before close of working hours. | |
| **19.** | | **Others** | The Employee is entitled to all other rights, benefits or protection under the Employment Ordinance, the Minimum Wage Ordinance, the Employees’ Compensation Ordinance and any other relevant Ordinances. | | | | | | | | |
|  | |  | (If appropriate) Additional rules and regulations , rights, benefits or protection | | | | | | | | |
|  | |  | promulgated under the \* *Company Handbook /* | | | | | |  | | |
|  | |  | also form part of this contract. | | | | | |  | |  |
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| *Please put a “✓” in the clause(s) as appropriate*  \**Please delete the word(s) as inappropriate* (6/2015) | | | | | | | | | | | |

**The Employer and the Employee hereby declare that they understand thoroughly the above provisions and agree to sign to abide by such provisions. They shall each retain a copy of this contract for future reference.**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| ***Signature of Employee*** | | |  | ***Signature of Employer or Employer’s Representative*** | | | |
| Name in full: | |  |  | Name in full: | | |  |
| HK I.D. No: | |  |  | Position held: | | |  |
| Date: : |  | |  | Date: |  | | |
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