**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.**

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| ***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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