

Sample Employment Contract

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 of Employment†**
Effective from _____
☐ 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)
- 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

†Please put a "✓" in the clause(s) as appropriate

* Please delete the word(s) as inappropriate

(6/2015)

☐ 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 wages & wage period(s)†

☐ Every month, on _____ day of the month
for wage period from _____ day of the month to _____ day of **the month/ the following month*.

☐ 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 _____.

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 delete the word(s) as inappropriate

- 14. Termination of Employment Contract†** 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).
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 Payment†** An amount of * \$ _____ or equivalent to _____ month's basic/ normal 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 Arrangements during Typhoon†** ☐ The Employee is required to work when typhoon signal no.8 or above is hoisted. In addition to wages, the employee is entitled to * *typhoon allowance / travelling allowance at* \$ _____ or _____ % *of normal wages*.
☐ 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.
- 18. Work Arrangements during Black Rainstorm Warning†** ☐ The Employee is required to work when black rainstorm warning is hoisted. In addition to wages, the employee is entitled to * *rainstorm allowance / travelling allowance at* \$ _____ or _____ % *of normal wages*.
☐ 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 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: _____
HK I.D. No: _____
Date: _____

Name in full: _____
Position held: _____
Date: _____

Chop of the Company

[†]Please put a “✓” in the clause(s) as appropriate

* Please delete the word(s) as inappropriate

(6/2015)