

Sample Employment Contract

This contract of employment is entered into between _____ (hereinafter referred to as “Employer”) and _____ (hereinafter referred to as “Employee”) on _____ (date) under the terms and conditions of employment below :
(date on which the contract was made and signed)

1. **Commencement of Employment** † Effective from _____ (First date of employment)
 until either party terminates the contract (permanent employment)
 for a fixed term contract for a period of _____ * day(s) / week(s) / month(s) / year(s), ending on _____ (contract employment ~ renewal or not?)

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 and _____ *am / pm to _____ *am / pm
 Shift work required, at _____ working day(s) per *week/ month, totalling _____ hour(s)
 Others _____
(please specify details of working hours arrangement, total working hours, etc.)

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
 Attendance allowance of \$ _____
(please specify details of payment criteria, calculation method, etc.)
 Others (e.g. commission, tips) \$ _____
(please specify details of payment criteria, calculation method, date of payment, etc.)

(Subject to job nature, what are the conditions needed to be entitled to such allowance?)

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

* Please delete the word(s) as inappropriate

- (b) 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
 - _____ day of *the month / the following month for wage period from _____ day of the month to _____ day of *the month / the following month; and
 - _____ day of *the month / the 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. Overtime Compensation †
- Compensated by overtime pay:
 - At the rate of \$ _____ per hour flat rate for all
 - At the rate according to *normal wages / _____ % of normal wages
 - Others _____
(please specify details of payment criteria, calculation method, etc.)
 - Compensated by time-off in lieu: _____
(please specify details of granting criteria, calculation method, etc.)

10. Holidays †
- The Employee is entitled to:
- statutory holidays as specified in the Employment Ordinance
 - public holidays
 - plus other holidays (please specify) _____

11. 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 Employer (please specify) _____

12. 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 Employer (please specify) _____

13. 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 Employer (please specify) _____

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* Please delete the word(s) as inappropriate

14. Sickness Allowance †

- The Employee is entitled to sickness allowance according to the provisions of the Employment Ordinance ^{note}.
- The Employee is entitled to sickness allowance according to the rules of the Employer 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* ^{note}.
 - 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) _____
- (Note: Regarding sickness day in respect of a medical examination in relation to pregnancy, according to the Employment (Amendment) Ordinance 2020, an eligible employee may also produce a certificate of attendance as a documentary proof for entitling her to sickness allowance for any day on which she has attended a medical examination in relation to her pregnancy conducted on or after 11 December 2020.)

15. Termination of Employment Contract

A notice period of _____ **day(s) / week(s)/ month(s)* or an equivalent amount of payment in lieu of notice (notice period not less than 7 days) During the probation period (if applicable) :

- within the first month: without notice or payment in lieu of notice
- after the first month: a notice period of _____ **day(s) / week(s)/ month(s)* or an equivalent amount of payment in lieu of notice (notice period not less than 7 days)

16. 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.

17. 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.*

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* Please delete the word(s) as inappropriate

**18. Work Arrangements
in Times of Adverse
Weather Conditions**

Some companies will put this under employee handbook, not included in individual employment agreement

A. Work Arrangements in Times of Typhoons †

- The Employee is required to work when Typhoon Warning Signal No.8 or above is in force. **In addition to normal wages**, the Employee is entitled to typhoon duty allowance of *\$ _____ or _____ % of normal wages for each hour worked.
- In case staff on the next shift are unable to report for duty when Typhoon Warning Signal No.8 or above is in force, or due to practical difficulties and the Employer requests the Employee continue to work due to operational requirements, **in addition to normal wages**, the Employee is entitled to a special allowance of *\$ _____ or _____ % of normal wages for each hour of the extended service.

[The Employer **provides / does not provide* transport services to the Employee when Typhoon Warning Signal No.8 or above is in force, the Employee is entitled to travelling allowance of \$ _____ per trip or the actual cost of transport, whichever is higher.]

- The Employee is not required to work when Typhoon Warning Signal No.8 or above is in force and wages will not be affected during the period. If the Government has not announced “extreme conditions”^{note}, the Employee is required to resume duty within _____ hours as far as practicable if the Typhoon Warning Signal No.8 is cancelled not less than _____ hours before the end of working hours.

B. Work Arrangements in Times of “Extreme Conditions” after typhoons as announced by the Government †

- The Employee is required to work when “extreme conditions” as announced by the Government before Typhoon Warning Signal No.8 is replaced with No.3 are in force^{note}. **In addition to normal wages**, the Employee is entitled to duty allowance of *\$ _____ or _____ % of normal wages for each hour worked.
- In case staff on the next shift are unable to report for duty when “extreme conditions” as announced by the Government before Typhoon Warning Signal No.8 is replaced with No.3 are in force or extended, or due to practical difficulties and the Employer requests the Employee continue to work due to operational requirements, **in addition to normal wages**, the Employee is entitled to a special allowance of *\$ _____ or _____ % of normal wages for each hour of the extended service.

[The Employer **provides / does not provide* transport services to the Employee when “extreme conditions” as announced by the Government before Typhoon Warning Signal No.8 is replaced with No.3 are in force, the Employee is entitled to travelling allowance of \$ _____ per trip or the actual cost of transport, whichever is higher.]

- The Employee is not required to work when “extreme conditions” as announced by the Government before Typhoon Warning Signal No.8 is replaced with No.3 are in force^{note}, and wages will not be affected during the period. The Employee is required to resume duty within _____ hours as far as practicable if the “extreme conditions” are cancelled not less than _____ hours before the end of working hours.

(Note: For details, please refer to the “Code of Practice in Times of Typhoons and Rainstorms” issued by the Labour Department.)

C. Work Arrangements in Times of Black Rainstorm Warning †

- In case the Employee is required to take up extra duty when Black Rainstorm Warning is in force, **in addition to normal wages**, the Employee is entitled to rainstorm allowance of *\$ _____ or _____ % of normal wages for each hour worked.

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

* Please delete the word(s) as inappropriate

In case staff on the next shift are unable to report for duty when Black Rainstorm Warning is in force, or due to practical difficulties and the Employer requests the Employee continue to work due to operational requirements, **in addition to normal wages**, the Employee is entitled to a special allowance of

*\$ _____ or _____ % of normal wages for each hour of the extended service.

[The Employer **provides / does not provide* transport services to the Employee when Black Rainstorm Warning is in force, the Employee is entitled to travelling allowance of \$ _____ per trip or the actual cost of transport, whichever is higher.]

- The Employee is not required to work when Black Rainstorm Warning is in force and wages will not be affected during the period. The Employee is required to resume duty within _____ hours as far as practicable if the Black Rainstorm Warning is cancelled not less than _____ hours before the end 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 applicable) Additional rules and regulations, rights, benefits or protection promulgated under the **Company Handbook* / _____ also form part of this contract.

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: _____

Hong Kong I.D. No.: _____

Date: _____

Name in full: _____

Position held: _____

Date: _____

Chop of the Company

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* Please delete the word(s) as inappropriate