

Sample Employment Contract

This contract of employment is entered into between _____
(hereinafter referred to as 'Employer') and * Mr / Mrs / Ms _____ (hereinafter
referred to as 'Employee') on _____ (date) 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 _____
* days / month(s) / year(s), ending on _____ .

2. Position and Section Employed _____

3. Place of Work _____

4. Working Hours From _____ hours to _____ hours
(_____ days per week)

5. Wages
(a) wage rate Basic wages of \$ _____ per * day / month;
plus the following allowance(s) -
† Meal allowance of \$ _____ per * day / month
† Travelling allowance of \$ _____ per * day / month
† Attendance bonus of \$ _____
(amount)

(details of criteria and calculation of payment, if any)
† Others (e.g. commission, tips) _____
(amount)

(details of criteria and calculation of payment, if any)

* Delete the word(s) as appropriate

† Delete the clause(s) as appropriate

† (b) overtime pay † At the rate of \$ _____ per hour

† At the rate according to * *normal wages* / _____
times of normal wages

(c) payment of wages † Every month on the _____ day of the month
† Twice monthly on the _____ day and _____ day of the month

6. Rest Days * *With / Without pay* * on every _____ (day) / on rotation
(not less than 1 rest day in every period of 7 days)

7. Holidays The Employee is entitled to * *statutory holidays as specified in the Employment Ordinance/ public holidays*;
† *plus -*
other holidays, if any (please specify) _____

8. 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 _____

† 9. 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 _____

* Delete the word(s) as appropriate

† Delete the clause(s) as appropriate

10. Sickness Allowance

The Employee is entitled to sickness allowance **according to the provisions of the Employment Ordinance / equal to normal wages* under the following circumstances -

-* *the number of sickness days taken is not less than _____ consecutive days / irrespective of number of sickness days taken; and*

†-*the sick leave is supported by an appropriate medical certificate; and*

†-*the Employee has accumulated the number of paid sickness days taken.*

† **11. Probation Period** _____ ** days / month(s)*

12. Termination of Employment Contract

A notice period of _____ ** day(s) / month(s)* or an equivalent amount of wages for the notice period.

† During the probation period -

- within the first month : without notice or wages in lieu of notice

- after the first month : a notice period of _____ ** day(s) / month(s)* or an equivalent amount of wages for the notice period.

† **13. End of Year Payment**

An amount equal to * \$ _____ or _____ *month's basic / normal wages* upon completion of each ** calendar / lunar year*.

Payment is to be made within _____ days before commencement of the next ** calendar / lunar year*.

† **14. Mandatory Provident Fund Scheme**

The Employee joins the Mandatory Provident Fund Scheme subject to the provisions of the Mandatory Provident Fund Schemes Ordinance. The Employer and the Employee are to make contributions towards the Scheme in accordance with the requirements specified in the Mandatory Provident Fund Schemes Ordinance.

* Delete the word(s) as appropriate

† Delete the clause(s) as appropriate

[†] 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.

15. Work Arrangements during Typhoon

[†] The Employee is required to work when typhoon signal no.8 or above is hoisted and is entitled to * typhoon allowance / travelling allowance \$ _____ or _____ times 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.

16. Work Arrangements during Black Rainstorm Warning

[†] The Employee is required to work when black rainstorm warning is hoisted and is entitled to * rainstorm allowance / travelling allowance \$ _____ or _____ times 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 lowered not less than _____ hours before close of working hours.

* Delete the word(s) as appropriate

[†] Delete the clause(s) as appropriate

17. Others

The Employee is entitled to all other rights, benefits or protection under the Employment Ordinance, the Employees' Compensation Ordinance and any other relevant Ordinances.

†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 further 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

* Delete the word(s) as appropriate

† Delete the clause(s) as appropriate