Employment Contract for Post-Natal Carers – Hong Kong

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), ending on: __________

2. Working Hours
   - Fixed, at ____________ days per week, ____________ hours per day from ____________ *am/pm to ____________ *am/pm

3. Meal
   - Meal *is/ is not provided by employer.

4. Rest Days
   - On every ____________
   (Employee is entitled to not less than 1 rest day in every period of 7 days)

5. Wages
   - (a) wage rate
     - Basic wages of $ ____________ per *hour/day/week/month;
     - Plus the following allowance(s):
       - Travelling allowance of $ ____________ per *day/week/month
       - Others (e.g. commission, tips) $ ____________ (amount)

   - (b) overtime pay
     - At the rate of $ ____________ per hour

   - (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 ____________.

6. Working Item(s)
   - Taking care post-natal baby
   - Taking care post-natal lady
   - Preparing Meals
   - Preparing Soup
   - Basic House Work
   - Others: ____________

7. Paid Holidays
   - The Employee is entitled to:
     - Statutory holidays
     - Public holidays

† Please put a “✓” in the clause(s) as appropriate
* Please delete the word(s) as inappropriate

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8. Termination of Employment Contract

A notice period of *day(s)* or an equivalent amount of wages in lieu of notice (notice period not less than 7 days).

9. Deposit

Fixed amount HK$___________. Employee receive the deposit when sign the contract.

10. Work arrangements in times of Typhoons and Rainstorms

If Black rainstorm warning, Typhoon warning Signal No.8 or above is issued before normal working hours, employee are not required to report for duty and salary should not be reduced. If the above announcements cancelled, employer should report for duty within ____ hours.

11. Labor Insurance

Employer must be in possession of a valid insurance policy on or before contract starts.

Name of Insurer:_____________ Policy number:_____________

12. 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.

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

Name in full: _______________________________ Name in full: _______________________________
HK I.D. No.: _______________________________ HK I.D. No.: _______________________________
Date: _______________________________ Date: _______________________________

Signature of Employer

Remarks

1. The Employment Ordinance is the main piece of legislation governing conditions of employment in Hong Kong. Employers and employees are free to negotiate and agree on the terms and conditions of the employment provided that they do not violate the provisions of the Employment Ordinance. Any term of the employment contract which purports to extinguish or reduce any right, benefit or protection conferred upon the employee by this Ordinance shall be void.

2. According to the Minimum Wage Ordinance, statutory minimum wage (SMW) is expressed as an hourly rate. In essence, wages payable to an employee in respect of any wage period should be no less than the SMW rate on average for the total number of hours worked.

3. An employer must be in possession of a valid insurance policy to cover his liabilities both under the Employees' Compensation Ordinance and at common law for the work injuries for his employees. The Employees' Compensation Ordinance applies to both full-time and part-time employees who are employed under contracts of service.

4. For any specific job requirements, an employer should negotiate with his employee and state clearly in the employment contract.

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