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 :

Address of Working Place: _____

Address of Employer's residence: _____
_____

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)

_____
(details of criteria and calculation of payment and date of payment)

(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*

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   *Signature of Employer*

_____   _____

Name in full : _____   Name in full : _____

HK I.D. No : _____   HK I.D. No : _____

Date : _____   Date : _____

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.

† *Please put a "✓" in the clause(s) as appropriate*   2/2
* *Please delete the word(s) as inappropriate*   Sample of Employment Contract by
                                    Hong Kong Domestic Workers General Union (June 2015 revised)