

# Employment Contract for Part-time Domestic Worker – 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: \_\_\_\_\_

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

\* Please delete the word(s) as inappropriate

- 7. Holidays†** The Employee is entitled to:  
 statutory holidays as specified in the Employment Ordinance  
 public holidays  
 **plus** other holidays (please specify) \_\_\_\_\_
- 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. 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. This sample is drafted with reference to the Sample Employment Contract of Labour Department for continuous contract of employment by the same employer for four weeks or more, with at least 18 hours worked in each week.
2. 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.
3. 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.
4. 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.
5. 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

\* Please delete the word(s) as inappropriate