**Specimen Employment Contract**

Please complete the contract properly before providing photocopies for execution by the Employer and the Employee.

Both Employer and the Employee shall each retain a copy of this contract for future reference.

Please put a ✓ in the appropriate box.

\* (Please delete as appropriate.)

\*\* (If the Employee is required to work at the construction site of the Main Contractor who hires his Employer, details about the Main Contractor must be provided in the supplementary notes.）

**Simplified Employment Contract (No: ）**

This contract of employment is entered into between (hereinafter referred to as ‘Employer’) (address and telephone number of the Employer) and\*Mr / Mrs / Ms (hereinafter referred to as ‘Employee’) on (Please enter the date) with the terms and conditions of employment set out below :

**1. Commencement of employment** Effective from （Please enter the date）

**2. Probation period** □ No / □ Yes \* day(s) / month(s)

**3. Position employed** **4. Place of Work**\*\*

**5. Working hours** From hours to hours ( days per week)

**6. Wages**

□ Basic wages# $ per \* day / month

 (# can make reference to the standard wage rates of the respective construction trade where available)

□ Piece-works/Others:

 (Specify payment calculation method)

□ Basic wages: $ per \* day / month; and

 Piece-works/Others:

 (Specify payment calculation method）

(Choose one of the above three options)

□ Other allowance(s)

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

Overtime pay □ At the rate of $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \* per hour / day / job

□ At the rate according to \* 1 / 1.5 / 2 times of normal wages

|  |  |  |
| --- | --- | --- |
| Payment of wages & Wage period(s) | Payment of wages | Wage Period(s) |
| □ | every day | each day |
|  | □ | every month on the\_\_ day of the month | From the \_\_ day of \*the preceding month / the month to the \_\_ day of \*the preceding month / the month (both dates inclusive) |
|  | □ | Twice monthly on |  |
|  |  | (i) the \_\_ day and | (i) From the \_\_ day of \*the preceding month / the month to the day of \*the preceding month / the month (both dates inclusive) |
|  |  | (ii) the \_\_ day of the month | (ii) From the \_\_ day of \*the preceding month / the month to the day of the month (both dates inclusive) |

In accordance with the Employment Ordinance, wages shall become due on the expiry of the last day of the wage period and shall be paid as soon as practicable but in any case not later than 7 days thereafter.

|  |  |
| --- | --- |
| **7. Termination of Employment Contract** | A notice period of \* day(s) / month(s) or an equivalent amount of wages in lieu of the notice period.□ During the probation period of \* day(s) / month(s), no notice or wages in lieu of notice are required whereas a notice period of \* day(s) / month(s) or an equivalent amount of wages for the notice period is to be given after the first month. |
| **8. Annuity** | □ No □ Yes: (i) An amount equal to month(s)’s basic wages / others (please specify) upon completion of each \*calendar / lunar year. (ii) Payment is to be made on . |
| **9. Mandatory Provident Fund Scheme** | According to the Mandatory Provident Fund Schemes Ordinance (the Ordinance), other than exempt persons, the employers must make arrangement for employees aged between 18 or above and below 65 to join a registered Mandatory Provident Fund Scheme (the Scheme). When the employee has been enrolled in the Scheme, as required under the Ordinance, the employer must deduct from the employee's income as the employee's mandatory contribution and pay the employer’s contribution from the employer’s own funds to the Scheme. As required under the Ordinance, an Employer shall make employer’s contributions timely to the Scheme for his employee’s benefit. For the purposes of the Ordinance, ‘casual employees’ refers to relevant employees who are employed in the catering and construction industries on a day-to-day basis or for a fixed period of less than 60 days. |

|  |  |
| --- | --- |
| **9. Mandatory Provident Fund Scheme (continued)** | The employee \*is / is not a casual employee for the purposes of the Ordinance. |
| **10. Mode of Payment** | Payment of wages, annuity, if any, and mandatory contributions to the Scheme are to be made via autopay through the Employer’s designated bank, by crediting to the Employee’s bank account, or personal cash cheques immediately due on presentation. The Employee may open an account with the Employer’s designated bank or any other bank for the purpose of this Clause. |
| **11. Holidays and Leave** | Under the Employment Ordinance and the Employees’ CompensationOrdinance,the Employee, if eligible, is entitled to statutory holidays, paid annual leave, sickness allowance, maternity leave, rest days etc and other rights or protection. |

**12. Work Arrangements during Typhoon and Rainstorm**

The Employee \*is / is not required to work when typhoon signal no.8 or above is issued. The wage rate is calculated as: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The Employee is required to resume duty if the typhoon signal no.8 is cancelled not less than \_\_\_ \_ hours before end of working hours.

The Employee \*is / is not required to work when black rainstorm warning is issued. The wage rate is calculated as: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The Employee is required to resume duty if the black rainstorm warning is cancelled not less than hours before end of working hours.

For guidance concerning other arrangements, please refer to the ‘Code of Practice in Times of Typhoons and Rainstorms’ issued by the Labour Department.

**13. Others**

In the event of wage arrears, the Employee is required to notify and report to the Labour Relations Officer on site within 7 working days (excluding Sundays and public holidays) upon the incidence to safeguard his interests.

This contract in duplicate consists of [ ] pages. The Employer and the Employee hereby declare that they understand thoroughly the above provisions and further agree to sign to abide by such provisions.

**Both Employer and the Employee shall each retain a copy of this contract for future reference.**

 Chop of the Company（if applicable）

|  |  |  |  |
| --- | --- | --- | --- |
|  | Signature of Employee |  | Signature of Employer or Employer’s Representative |
|  |  |  |  |
| Name : |  | \*Name/position held : |  |
| HKID No : |  | HKID No : |  |
| Date : |  | Date : |  |
| Correspondence Address : |  | Correspondence Address : |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Telephone No : |  | Telephone No : |  |

**Supplementary Notes**

**Information of Main Contractor**

Name and address of Main Contractor (Please fill in information of the Main Contractor if the Employee is required to work at the construction site of the Main Contractor who hires his Employer):

(i)

Project name and site:

Project Commencement Date and Project number (if any):

(ii)

Project name and site:

Project Commencement Date and Project number (if any):

(iii)

Project name and site:

Project Commencement Date and Project number (if any):

**Personal Data Collection Statement**

I, ( ), the above-named Employee hereby declare that I consent to the collection and disclosure of my personal data as per this Employment Contract (No. ):

I understand that my personal data, including the information shown in this Employment Contract, my site attendance records, my wage payment records and records showing Mandatory Provident Fund contribution relating to this Employment Contract, will be used for the following purposes:

1. Regulating fair terms of employment;
2. Monitoring and controlling payment of wages;
3. Recording and verifying Employee’s attendance records;
4. Providing proper record for compensation for employment-related injury;
5. Ensuring regular Mandatory Provident Fund contribution;
6. Providing proper record for compensation for termination of this Employment Contract;
7. Maintaining proper Employee’s employment records; and
8. Compiling wages statistics and labour costs indices.

For the above purposes, I consent that my personal data (including any subsequently corrected data on this Employment Contract) may be disclosed to the following parties:

1. Labour Relations Officer(s) on the construction site;
2. Personnel in relevant Government Bureaux/Departments handling matters in relation to the above purposes but not limiting to Labour Department, Immigration Department, Census and Statistics Department;
3. Mandatory Provident Fund Schemes Authority;
4. The smart-card supplier and the officers in operation of the smart-card system for maintaining an attendance recording system on site;
5. The Employer of the Project;
6. The Engineer/Architect appointed by the Employer of the Project and the Engineer/Architect’s Representatives and
7. The Main Contractor and the major sub-contractors of the Project.

I also understand that my failure to provide the aforementioned personal data to be used for the stated purposes may result in my employee’s rights under this Employment Contract or any future employment disputes with the Employer not being protected and my access to the construction site may be denied.

Signature of Employee :

Name of Employee :

Hong Kong Identity Card Number :

Date :

#### Enquiries

Under the Personal Data (Privacy) Ordinance, Employees can demand, access or correct the personal information provided to the Employer. Employees can contact

 .

(Name and Address)