

Sample Post-natal Care Helper Employment Contract

This contract of employment is entered into between _____ (hereinafter referred to as 'Employer'), of residential address _____ and _____ (hereinafter referred to as 'Employee'), ID No. _____ on _____ (dd/mm/yyyy) under the terms and conditions of employment below: (*Please delete the word(s) as inappropriate. Please put a "✓" in ☐ as appropriate.)

1. *Expected date of confinement / Date of cesarean section: _____ (dd/mm/yyyy) Expected duty date: _____ (dd/mm/yyyy)
2. Standby period: _____ day(s) before & _____ day(s) after the *Expected date of confinement / Date of cesarean section
(No-show after the required standby period will be regarded as unilateral termination of the contract unless both parties agree.)
3. Probation period: ☐ Yes, _____ day(s) ☐ No
4. Termination of Employment Contract: During the probation period: A notice period of _____ day(s) or an equivalent amount of wages in lieu of notice.
After the probation period / No probation period: A notice period of _____ day(s) or an equivalent amount of wages in lieu of notice.
5. No. of working hours per day: _____ hours, from _____ *am / pm to _____ *am / pm
6. No. of working day(s) per week: _____ day(s), for _____ *month(s) / week(s) / day(s), total working day(s): _____
7. Rest day: On every _____ (*with / without pay)
8. Duties: ☐ Provide care service in hospital ☐ Baby care ☐ Post-natal mother care ☐ Purchase of food ingredients
☐ Prepare meals ☐ Add ingredients in cooked pork knuckles with ginger stew (postnatal service) ☐ Others:
9. Wages: \$ _____ per *month / week / day / hour Overtime pay: \$ _____ *hour / day
10. Pay date ☐ Pay monthly, on _____ day of the month
☐ Pay twice monthly, on _____ and _____ day of the month
☐ Pay weekly, on _____ of the week ☐ Pay daily
11. Welfare: Provision of Meals: *breakfast / lunch / dinner
Holiday Entitlement: *statutory holiday(s) / public holiday(s)
12. Work Arrangements in Times of Adverse Weather Conditions: (For details, please refer to the "Code of Practice in Times of _____ ☐ The Employee is required to work when Tropical Cyclone Warning Signal No.8 (T8) or higher is in force / Black Rainstorm Warning Signal is in force / "extreme conditions" after Super Typhoons exist. In addition to normal wages, the Employee is entitled to a duty allowance of *\$ _____ or _____ % of normal wages for each hour worked.

Typhoons and Rainstorms” issued by the Labour Department.)

[The Employer ***provides / does not provide** transport services to the Employee when T8 or higher is in force / Black Rainstorm Warning Signal is in force / “extreme conditions” after Super Typhoons exist, the Employee is entitled to a travelling allowance of \$ _____ per trip or the actual cost of transport, whichever is higher.]

☐ The Employee is not required to work when T8 or higher is in force / Black Rainstorm Warning Signal is in force / “extreme conditions” after Super Typhoons exist and wages will not be affected during the period. The Employee is required to resume duty within _____ hours as far as practicable if T8 is cancelled / Black Rainstorm Warning Signal is cancelled / “extreme conditions” cease to exist not less than _____ hours before the end of working hours.

13. Deposit:
(Please refer to Remark 5)

☐ _____ % of the salary (\$ _____) ☐ Fixed amount : \$ _____

☐ Not applicable

☐ The employee has received the deposit which will be deducted from the salary. If the employer terminates the contract before the expected duty date, the employee has the right to withhold the deposit.

14. 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.

Remarks

1. The Employees Retraining Board (ERB) and the SBC will not get involved in the employer-and-employee relationship between you and the helpers, therefore, the ERB, SBC and their staff shall refute any liability to the service arrangements, including but not limited to the service contents and wage agreed between you and the helpers.
2. The Employment Ordinance and the Minimum Wage Ordinance are the major legislation governing conditions of employment in Hong Kong. Employers and employees can negotiate and agree on the terms and conditions of the employment provided that they do not violate the provisions of the Employment Ordinance and the Minimum Wage Ordinance. Any term of the employment contract which purports to extinguish or reduce any right, benefit or protection conferred upon the employee by these Ordinance shall be void. When drawing up employment contracts, you are advised to refer to “Using Written Employment Contract (booklet)” and “Notes for preparing an employment contract” published by the Labour Department.
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. Under the Employees’ Compensation Ordinance, all employers are required to take out employees’ compensation insurance to cover their liabilities both under the Ordinance and at common law for work injuries in respect of all their employees (including full-time and part-time employees, e.g. part-time domestic helpers). For enquiries, please contact the Labour Department at 2717 1771 or visit its website at www.labour.gov.hk.
5. As payment of deposit is a common practice to confirm employment in the post-natal care industry, it is included in the employment contract. Since any agreement made before the commencement of employment (including the deposit arrangement) is not bounded by the Employment Ordinance, any dispute over the deposit arrangement should be made through the small claims proceedings.
6. Employers and employees are required to adhere to the Personal Data (Privacy) Ordinance to protect personal privacy.
7. The job duties of the post-natal care helpers normally do not include large-scale clean up, for example cleaning windows and hoods, washing toilets or kitchens. For any specific job requirements, employers

should negotiate with their post-natal care helpers and state clearly in the employment contract. Purchase of food ingredients should be counted as part of working hours and included in calculation of wage. Employers should reimburse the actual cost incurred upon purchase.

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 Employer:	_____	Signature of Employee:	_____
Name of Employer:	_____	Name of Employee:	_____
Contact No.:	_____	Contact No.:	_____
Date:	_____	Date:	_____
Emergency Contact Person:	_____	Emergency Contact Person:	_____
Emergency Contact No.:	_____	Emergency Contact No.:	_____

Employment Record (to be completed at the end of the employment period)

Employment period: From _____ (dd/mm/yyyy) to _____ (dd/mm/yyyy)

Total amount of wage paid: \$ _____

Signature of Employer:	_____	Signature of Employee:	_____
Date:	_____	Date:	_____