

## Sample Employment Contract (Part-time work)

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) / week(s) / month(s) / year(s), ending on \_\_\_\_\_.

**2. Probation Period†**  No  Yes \_\_\_\_\_ \* day(s) / week(s) / month(s)

**3. Place of Work** \_\_\_\_\_

**4. Working Hourst**  Fixed, at \_\_\_\_\_ days per week, \_\_\_\_\_ hours per day from \_\_\_\_\_ \*am/pm to \_\_\_\_\_ \*am/pm

**5. Meal Break†**  Fixed, from \_\_\_\_\_ \*am/pm to \_\_\_\_\_ \*am/pm \*with/without pay  
 Not-fixed, at \_\_\_\_\_ \*minutes/hour(s) per day, \*with/without pay  
Meal break \*is/ is not counted as working hour(s).

**6. Job duty** \_\_\_\_\_

### 7. Wages

- (a) wage rate†** Basic wages of \$ \_\_\_\_\_ per \* hour/ day / week / month;
- (b) overtime pay†**  At the rate of \$ \_\_\_\_\_ per hour  
 At the rate according to \* normal wages / \_\_\_\_\_ % of normal wages
- (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 \_\_\_\_\_.

**8. Holidayst** The Employee is entitled to statutory holidays as specified in the Employment Ordinance.

**9. Termination of Employment Contract** A notice period of \_\_\_\_\_ \* day(s) / week(s) / month(s) or an equivalent amount of wages in lieu of notice (notice period not less than 7 days).  
During the probation period (if applicable) :

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

\* Please delete the word(s) as inappropriate

- within the first month : without notice or wages in lieu of notice
- after the first month : a notice period of \_\_\_\_\_ \* *day(s)/ week(s)/ month(s)* or an equivalent amount of wages in lieu of notice (notice period not less than 7 days).

**10. Work Arrangements during Typhoon**  The Employee is required to work when typhoon signal no.8 or above is hoisted. In addition to wages, the employee is entitled to \* *typhoon allowance / travelling allowance at \$ \_\_\_\_\_ or \_\_\_\_\_ % of normal wages.*

The Employee is not required to work when typhoon signal no.8 or above is hoisted and no wages will be deducted during the period. The Employee is required to resume duty if the typhoon signal no.8 is lowered not less than \_\_\_\_\_ hours before close of working hours.

**11. Work Arrangements during Black Rainstorm Warning†**  The Employee is required to work when black rainstorm warning is hoisted. In addition to wages, the employee is entitled to \* *rainstorm allowance / travelling allowance at \$ \_\_\_\_\_ or \_\_\_\_\_ % of normal wages.*

The Employee is not required to work when black rainstorm warning is hoisted and no wages will be deducted during the period. The Employee is required to resume duty if the black rainstorm warning is cancelled not less than \_\_\_\_\_ hours before close of working hours.

**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.

**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

**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 or Employer's Representative*

\_\_\_\_\_  
Name in full : \_\_\_\_\_

HK I.D. No : \_\_\_\_\_

Date : \_\_\_\_\_

\_\_\_\_\_  
Name in full : \_\_\_\_\_

Date : \_\_\_\_\_

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

\* Please delete the word(s) as inappropriate