

For information on
19 May 2020

Legislative Council Panel on Manpower
Latest Development in the Formulation of
Sector-specific Working Hours Guidelines and Relevant Initiatives

Purpose

This paper briefs Members on the latest development in the formulation of sector-specific working hours guidelines and relevant initiatives.

Background

2. The last-term Government endorsed in June 2017 the report and recommendations of the Standard Working Hours Committee (SWHC) as a general framework for guiding the future formulation of the working hours policy and adopted the following implementation framework to take forward SWHC's recommendations:

- (i) to adopt a wage line of monthly wages not exceeding \$11,000 for defining the lower-income grassroots employees to whom mandatory written employment contracts with terms on working hours and overtime compensation arrangements shall be legally applicable (to be referred to as the “contractual working hours” legislation);
- (ii) to adopt the same wage line as in (i) above for legally defining the lower-income grassroots employees who shall be entitled to statutory overtime compensation by way of overtime pay at a rate no less than the rate of the agreed wages¹ or the equivalent time-off in lieu (to be referred to as the “mandatory overtime compensation” legislation);

¹ It refers to the wage rate calculated based on the agreed wages. “Agreed wages” means wages as defined under the Employment Ordinance but excludes overtime pay.

- (iii) to exclude from the above two legislative proposals persons to whom the Employment Ordinance (EO) and the Minimum Wage Ordinance (MWO) do not apply, for example, government employees (including civil servants and non-civil service contract staff) who are not currently bound by EO and MWO will be exempted;
- (iv) to make use of the Labour Advisory Board (LAB) as a platform for employer and employee representatives to thrash out the implementation arrangements and review the effectiveness of the legislative proposals two years after implementation;
- (v) to draw up 11 sector-specific² working hours guidelines through the industry-based tripartite committees of the Labour Department (LD), setting out suggested working hours arrangements, overtime compensation arrangements and good working hours management measures for employers' reference and adoption; and
- (vi) to introduce supportive measures to enhance public understanding of the working hours policy and make preparation as per the request of LAB for monitoring the effectiveness of SWHC's recommendations.

3. However, the community had divergent views on legislative proposals on regulating working hours. The labour sector held strong views against the "contractual working hours" legislative proposal put up by the last-term Government whereas the business sector also opposed to legislating for standard working hours. In the absence of general consensus and broad-based support, the current-term Government decided in 2018 not to pursue for the time being the two legislative proposals on "contractual working hours" and "mandatory overtime compensation", and to focus efforts on formulating working hours guidelines for 11 designated sectors and assessing the effectiveness of the guidelines through household surveys on working hours situation. The Government would also explore the feasibility of putting in place supportive measures to improve the working hours arrangements of employees.

² These sectors cover catering, cement and concrete, cleaning services, construction, elderly homes, hotel and tourism, logistics, printing, property management, retail and theatre.

Latest Development

(a) Sector-specific Working Hours Guidelines

4. Sector-specific working hours guidelines are to be formulated through LD's industry-based tripartite committees comprising representatives of employees (trade unions), employers (employers' associations) and the Government. Apart from the nine existing tripartite committees, namely catering, cement and concrete, construction, hotel and tourism, logistics, printing, property management, retail and theatre, LD has specifically set up tripartite committees to discuss working hours guidelines for the cleaning services and elderly homes sectors having regard to SWHC's recommendation.

5. Since the commencement of discussions by the industry-based tripartite committees, LD has convened rounds of meetings with the committees/ committee members to actively exchange views and deliberate on the formulation of working hours guidelines. Apart from gathering from the stakeholders more thorough understanding of the characteristics and working hours arrangements of the sectors and the job types involved, the tripartite committees also conducted in-depth and extensive discussions about the coverage of the guidelines, suggested working hours arrangements, overtime compensation arrangements and good working hours management measures (such as means to strengthen communication with staff, good practices of keeping working hours records, and other working hours management practices arising from the industry characteristics and operational needs) with a view to formulating guidelines that best suit the needs of the sectors for reference and adoption by employers and their employees, thereby improving employees' working hours arrangements.

6. Owing to the different operational characteristics, the variety of job types and complex working hours arrangements within and among individual sectors, the progress of discussions varies among the tripartite committees. There are generally divergent views between the labour and the employer sides on whether and how the working hours guidelines should be formulated, in particular the job types to be covered, the suggested working hours arrangements and overtime compensation arrangements. It takes time to thrash out an agreement. LD is making its best efforts to narrow down differences and seek consensus on the content of the guidelines. The progress of the formulation of guidelines in respect of the designated sectors is set out at **Annex I**.

7. The local social unrest since the second half of 2019 and the recent COVID-19 pandemic have hard-hit the local economy and the operation of

various industries. The prevailing situation is not conducive to the negotiation of working hours arrangements and formulation of working hours guidelines. As a result of the pandemic, various meetings of the tripartite committees have to be unavoidably postponed. LD will proactively engage members of the tripartite committees to continue the discussions upon the amelioration of the pandemic situation. We aim to issue progressively working hours guidelines for sectors that could reach consensus within this year.

(b) Household Survey on Working Hours Situation

8. Further to the first-ever territory-wide comprehensive working hours survey conducted by SWHC in 2014, the Government has decided to conduct a new round of household survey on working hours situation before full implementation of the sector-specific working hours guidelines so as to monitor the working hours trend of employees in general and capture detailed data on the working hours of employees of different sectors, particularly the 11 sectors for which sector-specific working hours guidelines are formulated, thereby facilitating a review of the effectiveness of the guidelines upon implementation. The survey results would also assist the Government in formulating the working hours policy and implementing related education and publicity activities to promote a family-friendly employment culture.

9. After an open tendering procedure, LD commissioned a service contractor in October 2019 to conduct the new round of household survey on working hours situation. The preparatory work of the survey (including the formulation of survey methodology, questionnaire design and pilot survey, etc.) has earlier been completed. Our original plan of commencing the fieldwork in February 2020 was postponed due to the COVID-19 pandemic. We will closely monitor the development of the pandemic and aim to kick-start the fieldwork later this year. Based on preliminary assessment, the survey results will be released in the second half of 2021.

(c) Other Supportive Measures

10. To promote the culture of reasonable working hours arrangements, enhance the transparency of the terms of employment and improve the communication between employers and employees in respect of working hours, LD has introduced the following supportive and publicity measures:

- (i) the vacancy order form of employment services has been revised since March 2019 to encourage employers, when placing job vacancies through LD, to provide additional

information on working hours arrangements, such as expected overtime situation and compensation arrangements, meal breaks and rest periods, etc., with a view to enhancing transparency and prompting employers to offer appropriate working hours arrangements to employees. During the period from April 2019 to March 2020, about 21% of the job vacancies placed through LD on average provided such information; and

- (ii) to promote good working hours management measures, LD has revised the sample employment contract and updated the booklet “Using Written Employment Contract” (**Annex II**) by enriching the content relating to working hours arrangements. This helps employers specify clearly the employment terms relating to working hours and overtime compensation arrangements when drawing up employment contracts, thereby increasing the transparency of the working hours terms and prompting employers to offer suitable working hours arrangements to employees.

Way Forward

11. Subject to the development of the COVID-19 pandemic, LD will resume meetings of the tripartite committees with a view to narrowing down differences, striving for accord and releasing the guidelines for sectors that could reach consensus. When the guidelines are released, LD will actively promote them to the industries concerned for reference and adoption by employers and their employees. LD will also launch timely education and publicity activities to promote the culture of reasonable working hours arrangements and good working hours management measures. The Government will conduct a stock-take and assessment of the effectiveness of the measures above and further explore feasible ways for improving the working hours policy three years after the release of all the 11 sector-specific working hours guidelines.

12. Members are invited to note the content of this paper.

Labour and Welfare Bureau
Labour Department
May 2020

Annex I

Progress of the formulation of sector-specific working hours guidelines

Phase	Progress	Sector
Phase One	The tripartite committees are deliberating on the coverage and related matters of the sector-specific working hours guidelines	Catering Cleaning services Construction Logistics Retail Hotel and Tourism – Tourism
Phase Two	The tripartite committees have completed deliberation of the coverage of the sector-specific working hours guidelines and are consulting members on issues relating to suggested working hours arrangements and overtime compensation arrangements	Cement and Concrete Hotel and Tourism - Hotel Theatre
Phase Three	The tripartite committees have completed deliberation of the coverage of the sector-specific working hours guidelines and exchanged views on suggested working hours arrangements and overtime compensation arrangements, and are in the process of negotiation	Elderly homes Printing Property management

Using Written Employment Contract

**Clear Terms of Employment Contract
Protect Both Employers and Employees**

**Clarify
Explain Clearly
Read Carefully**



Labour Department

Foreword

If the terms of an employment contract are clearly laid down in writing, both employers and employees will benefit. This booklet is compiled to highlight the major provisions of the Employment Ordinance (“EO”) (Chapter 57 of the Laws of Hong Kong) on the terms of an employment contract and provide a “Sample Employment Contract” for the reference of employers and employees. It is also available on the Labour Department Homepage at <http://www.labour.gov.hk/eng/public/wcp/WrittenContract.pdf>

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I. Points-to-note When Entering into a Written Employment Contract

Employers should draw up reasonable and fair employment terms, such as mutually agreed wages and benefits, conditions of work (including working hours arrangement and overtime compensation method), holidays as well as the notice period for termination, etc. Not only will it strengthen employees' sense of belongings to the company and help employers to attract and retain talents, it will also enhance the corporate image.

(1) Before Signing the Employment Contract

i. Know the Legal Requirements

■ Employment Ordinance (“EO”)

The EO is the major piece of legislation governing employment terms and conditions in Hong Kong. The employment conditions offered by an employer to his employees can be more favourable than the provisions of the EO, but cannot be set below the minimum standards laid down in the Ordinance. For details of the provisions of the EO, please refer to “A Concise Guide to the Employment Ordinance” published by the Labour Department.

■ Minimum Wage Ordinance (“MWO”)

According to the MWO, wages payable to an employee in respect of any wage period should be no less than the statutory minimum wage rate on average for the total number of hours worked. For details, please refer to the leaflet or reference guidelines on statutory minimum wage prepared by the Labour Department.

Any term of an employment contract which purports to extinguish or reduce any right, benefit or protection conferred upon the employee by the EO or the MWO shall be void.

ii. Explain Clearly the Employment Terms

Under section 44 of the EO, an employer must inform his employees in detail the conditions of employment under which they are to be employed, including:

- Wages (including rate of wages, overtime rate and any allowances, whether calculated by the piece, job, hour, day, week or otherwise);
- Wage period;
- Length of notice required to terminate the contract; and
- End of year payment or proportion of it and the payment period (if applicable).

Other employment conditions such as working hours, holidays arrangements, etc., should also be clearly specified.

iii. Clarify the Employment Terms

Employees should request their employers to clarify any terms that are ambiguous or unintelligible to him.

iv. Read the Employment Terms Carefully

Before entering into employment contracts with employers, employees should read the employment terms carefully, in particular the clauses involving financial liabilities. For instance, whether there are clauses requiring the employee to make a monetary compensation if he resigns before the time limit specified; or to pay a huge amount of money before commencement of employment. If the employee is in doubt, he should ask for a copy of the contract for a more detailed examination.

Employees should fully understand and agree the employment terms before signing the contract. They should not think that they can easily deny their contractual obligations by excuses such as “I don’t understand the employment terms” or “the employer requires me to sign the contract immediately”.

(2) After Signing the Employment Contract

i. Provide the Employee with a Copy of the Employment Contract

Under section 44 of the EO, if the contract of employment is in writing, the employer shall provide a copy of the contract to the employee immediately after it is signed or validated.

ii. Changes in Employment Conditions

Under section 45 of the EO:

- Whenever there is any change in the employment conditions referred to in section 44 or the conditions in force at any time, an employer must inform the employee of such change in a manner intelligible to the employee.
- Where there is any written amendment to the employment conditions, an employer must provide his employee with a copy of the written amendment immediately after the amendment is reduced to writing or validated.

- If the amendment is not in writing, upon receipt of a written request from his employee, an employer must deliver to the employee a notice in writing containing such changes in the employment terms.

In addition, an employee may claim for remedies against an employer for unreasonable variation of the terms of the employment contract if –

- the employee has been employed under a continuous contract;
- the terms of employment contract are varied without the employee's consent;
- the employment contract does not contain an express term which allows such a variation; and
- the terms of the employment contract are varied other than for a valid reason as specified in the EO.

Case 1

Can an employer refuse to give a copy of an employment contract to his employee?

Mr Cheung was a sales representative of a trading company. As the company was in urgent need of staff, on the day of interview, the person-in-charge did not explain in detail the conditions of employment to Mr Cheung. When Mr Cheung reported duty, he also failed to read carefully his written employment contract before signing. He recalled that the person-in-charge had told him his monthly commission would be calculated at a rate of 30% of his sales volume. Not until the wage payment, Mr Cheung found that the employer only paid him commission based on a rate of 20%. Mr Cheung then asked the employer for a copy of the employment contract. However, the employer refused, alleging that it was a “confidential document” and its disclosure was against the interests of the company.

Case analysis

Under section 44(3) of the EO, where an employer enters into a written employment contract with his employee, he must provide the employee with a copy of the employment contract. An employer who contravenes this provision is liable to prosecution and, upon conviction, to a fine of \$10,000.

Therefore, the employer of the above case could not refuse to give a copy of the employment contract to Mr Cheung by saying that it was a “confidential document” of the company.

II. Restrictions on Contracting Out

Under section 70 of the EO, any term of an employment contract which purports to extinguish or reduce any right, benefit or protection conferred upon the employee by the EO shall be void.

Case 2

Is the employee obliged to comply with the employment terms which are in breach of the EO?

Mr Lee applied for a post of warehouse keeper. He was offered the job and entered into a written employment contract with the employer. After reading the contract with care, Mr Lee discovered that the following terms might be in breach of the EO:

- The employee has to work on two of his rest days every month and cannot raise any objection.
- If the employee is required to work on a statutory holiday, the employer will pay the employee twice his daily wages as remuneration and will not arrange an alternative holiday.

Mr Lee was considering to seek employer's rectification of these dubious terms.

Case analysis

The EO stipulates that:

- (1) An employee employed under a continuous contract (i.e. employed continuously by the same employer for four weeks or more, with at least 18 hours worked in each week) is entitled to not less than 1 rest day in every period of 7 days.
- (2) All employees are entitled to statutory holidays. An employee having been employed under a continuous contract for not less than 3 months is further entitled to holiday pay. An employer must not make any form of payment to an employee in lieu of granting him a holiday. If the employer requires the employee to work on a statutory holiday, an alternative holiday should be arranged within 60 days before or after the statutory holiday.

In the above case, the contractual terms in question purported to deprive Mr Lee of his entitlements to rest days and statutory holidays under the EO. These terms are deemed to be void even if the employer and the employee have consented to them and signed to acknowledge their acceptance.

III. Benefits of Using Written Employment Contracts

Under the EO, a contract of employment can be made orally or in writing. Employee's rights and benefits are protected under the Ordinance, irrespective of whether the employment contract is made verbally or in writing.

Employers are advised to enter into written employment contracts with their employees as it will bring the following benefits to both parties:

- Specifying explicitly the employment terms and conditions;
- Reminding both employers and employees of their contractual obligations;
- Protecting the interests of both parties; and
- Minimising unnecessary labour disputes.

Case 3

Employment Terms on Paper Reduce Disputes

Ms Cheung worked as a saleslady in a boutique. When she took up the job early in the year, the shop manager told her that if she remained in the post by the end of the year, she would be entitled to an end of year payment ^{Note 1}. After the Lunar New Year, Ms Cheung found that the employer had not granted her the end of year payment. She asked the person-in-charge of the shop but was told that the payment was “gratuitous” in nature - it would be granted subject to the employer’s profits and the performance of individual employees. Since the employer had not entered into a written employment contract with her, while the manager who hired Ms Cheung had already left the job, both parties stood fast on their views as to whether Ms Cheung should be entitled to the end of year payment.

Case analysis

The dispute arose because Ms Cheung and the employer only entered into a verbal employment contract and had not specified the criteria for granting the end of year payment. If the employer and the employee entered into a written employment contract and clearly spelt out the employment terms, such as the criteria for granting the end of year payment, the payment period, the time for the payment, etc., before employment, the argument could be avoided. The rights and benefits of both parties could also be safeguarded.

^{Note 1} End of year payment means any annual payment, including double pay, 13th month payment, end of year bonus, of a contractual nature. It does not include any payment which is of a gratuitous nature or which is payable at the discretion of the employer. If the end of year payment is not of a gratuitous nature, an employee is eligible for a pro rata end of year payment if he has been employed under a continuous contract for not less than three months in a payment period and continues to be employed after the expiry of the payment period; or is dismissed by the employer (except in cases of summary dismissal due to the employee’s serious misconduct). If a probation period has been explicitly agreed upon, such period, subject to a maximum of three months, is excluded from the calculation of the qualifying service for pro rata end of year payment. However, if an employee has fulfilled the eligibility requirement of no less than three months’ employment in a payment period after excluding the probation period, then the whole employment period (including the probation period) shall be taken into account in calculating the pro rata end of year payment.

Case 4

Reasonable and Fair Notice Period

Ben was a site contractor. Other than wage rates and working hours, Ben never made clear with his employees the other employment terms, just saying that “everything should follow the trade practice”. Recently, he decided to dismiss a worker Ah Ming for reason of substandard performance. He gave Ah Ming seven days’ advance notice, which he considered to be a “trade practice”. However, Ah Ming insisted that both parties had no prior agreement on the notice period for the termination of contract and requested Ben to give him one month’s notice or payment in lieu of notice ^{Note 2} according to the EO.

Case analysis

In the above case, the two parties were in dispute because Ben did not specify clearly the notice period required for the termination of contract when discussing employment terms with Ah Ming. As both parties held differing views on what constituted “trade practice”, the dispute arose. If the dispute could not be resolved, it might require the court’s adjudication in the end.

If the employer set out clearly employment terms in a written employment contract before the employee takes up the job, for example the employer and the employee mutually agreed to give the other party one month notice if either party wants to terminate the contract, the above disputes could be avoided. While the employee should clarify the employment terms with the employer if he is in doubt.

^{Note 2} Termination of employment contract by notice / payment in lieu of notice – it means an employer or an employee has to give the other party due notice or payment in lieu of notice if he wants to terminate the employment. Employers and employees are free to negotiate and agree on the length of notice provided that it does not violate the provisions of the Employment Ordinance. In case there is no explicit notice period in the employment contract, the employer and the employee have to follow the provisions stipulated in the Employment Ordinance. For details, please refer to the “A Concise Guide to the Employment Ordinance” published by the Labour Department.

IV. Highlights on Entering into Employment Contracts

Employers

- should know the requirements of labour laws.
- should draw up reasonable and fair employment terms, such as mutually agreed wages and benefits, conditions of work (including working hours arrangement and overtime compensation method), holidays as well as the notice period for termination, etc.
- should explain the terms and conditions to the employee in detail before commencement of employment.
- should list out the employment terms in written employment contract.
- should provide a copy of the employment contract to the employee after signing.

Employees

- should understand the employment terms and request the employer to clarify any terms that are ambiguous or unintelligible to him.
- should read all employment terms carefully, in particular the clauses involving financial liabilities, before entering into employment contracts with employers. For instance, whether there are clauses requiring the employee to make a monetary compensation if he resigns before the time limit specified; or to pay a huge amount of money before commencement of employment.
- should read the terms carefully before signing.
- should not think that they can easily deny their contractual obligations by excuses such as “I don’t understand the contract”, “the employer required me to sign the contract immediately”.
- should ask the employer for a copy after entering into an employment contract.

Appendix: Sample Employment Contract

To assist employers and employees to draw up written employment contracts, the Labour Department has prepared a sample employment contract for their reference.

The sample covers the major entitlements and protection enjoyed by employees under the EO. For details, please refer to the EO or the booklet “A Concise Guide to the Employment Ordinance” issued by the Labour Department, or visit the webpages below:

Department of Justice’s Hong Kong e-Legislation:

<http://www.elegislation.gov.hk>

“A Concise Guide to the Employment Ordinance”:

<http://www.labour.gov.hk/eng/public/ConciseGuide.htm>

“Notes for preparing an employment contract”

http://www.labour.gov.hk/eng/public/emp_cont/index.htm

Sample Employment Contract

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. Position and Section Employed _____

4. Place of Work _____

5. Working Hours † ☐ Fixed, at _____ days per week, _____ hours per day
from _____ *am/pm to _____ *am/pm
and _____ *am/pm to _____ *am/pm
☐ Shift work required, _____ hours per day
from _____ *am/pm to _____ *am/pm
or _____ *am/pm to _____ *am/pm
☐ Shift work required, at _____ working day(s) per *week/ month, totalling _____ hour(s).
☐ Others _____
(details of working hours arrangement, total working hours, etc.)

6. 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).

7. Rest Days † ☐ On every _____, *with / without pay
☐ On rotation, _____ day(s) per *week/month, *with / without pay
(The employee is entitled to not less than 1 rest day in every period of 7 days)

8. Wages
(a) wage rate † Basic wages of \$ _____ per * hour / day / week / month;
plus the following allowance(s) :
☐ Meal allowance of \$ _____ per * day / week / month
☐ Travelling allowance of \$ _____ per * day / week / month
☐ Attendance allowance of \$ _____ (amount)

(details of payment criteria, calculation method, etc.)
☐ Others (e.g. commission, tips) \$ _____ (amount)

(details of payment criteria, calculation method, date of payment, etc.)

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

* Please delete the word(s) as inappropriate

(b) 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 / the following month*
for wage period from _____ day of the month to _____ day of **the month/ the following month*.
- (ii) _____ day of ** the month / the 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 _____

9. Overtime Compensation †

- ☐ Compensated by overtime pay:
- ☐ At the rate of \$ _____ per hour
- ☐ At the rate according to ** normal wages /* _____ *% of normal wages*
- ☐ Others _____
(details of payment criteria, calculation method, etc.)
- ☐ Compensated by time-off in lieu: _____

(details of granting criteria, calculation method, etc.)

10. Holidays †

- The Employee is entitled to:
- ☐ statutory holidays as specified in the Employment Ordinance
- ☐ public holidays
- ☐ plus other holidays (please specify) _____

11. Paid Annual Leave †

- ☐ The Employee is entitled to paid annual leave according to the provisions of the Employment Ordinance (ranging from 7 to 14 days depending on the Employee's length of service).
- ☐ The Employee is entitled to the following paid annual leave according to the rules of the employer (please specify) _____

12. Maternity Benefits †

- ☐ The Employee is entitled to maternity leave and maternity leave pay according to the provisions of the Employment Ordinance.
- ☐ The Employee is entitled to the following maternity leave and maternity leave pay according to the rules of the employer (please specify) _____

13. Paternity Benefits †

- ☐ The Employee is entitled to paternity leave and paternity leave pay according to the provisions of the Employment Ordinance.
- ☐ The Employee is entitled to the following paternity leave and paternity leave pay according to the rules of the employer (please specify) _____

† Please put a "✓" in the clause(s) as appropriate
* Please delete the word(s) as inappropriate

- 14. Sickness Allowance †** ☐ The Employee is entitled to sickness allowance according to the provisions of the Employment Ordinance.
☐ The Employee is entitled to sickness allowance according to the rules of the employer under the following circumstances:
- If the number of sickness days taken is _____ day(s) or below, an appropriate medical certificate in support of the sick leave **is /is not* required.
- If the number of sickness days taken is _____ day(s) or more, an appropriate medical certificate in support of the sick leave is required
☐ Others (please specify) _____
- 15. Termination of Employment Contract** A notice period of _____ ** day(s) /week(s)/ month(s)* or an equivalent amount of payment in lieu of notice (notice period not less than 7 days).
During the probation period (if applicable) :
- within the first month : without notice or payment in lieu of notice
- after the first month : a notice period of _____ ** day(s)/ week(s)/ month(s)* or an equivalent amount of payment in lieu of notice (notice period not less than 7 days).
- 16. End of Year Payment †** An amount of ** \$* _____ *or equivalent to* _____ *month's basic/ normal wages* upon completion of each
☐ **calendar / lunar* year
☐ specified period : from _____ to _____
Payment is to be made within _____ days before commencement of the following ** calendar /lunar* year.
- 17. Mandatory Provident Fund Scheme †** The Employer and the Employee are to make contributions towards the Mandatory Provident Fund Scheme in accordance with the requirements specified in the Mandatory Provident Fund Schemes Ordinance.
☐ **In addition to the mandatory contribution,** the Employer provides monthly voluntary contribution to the Mandatory Provident Fund Scheme ** in the amount of \$* _____ */ at a rate of* _____ *% of the Employee's monthly wages.*
☐ **In addition to the mandatory contribution,** the Employee provides monthly voluntary contribution to the Mandatory Provident Fund Scheme ** in the amount of \$* _____ */ at a rate of* _____ *% of the Employee's monthly wages.*
- 18. Work Arrangements in Times of Adverse Weather Conditions**
- A. Work Arrangements in Times of Typhoons †** ☐ The Employee is required to work when Typhoon Warning Signal No.8 or above is in force. In addition to normal wages, the Employee is entitled to ** typhoon duty allowance of* \$ _____ or _____ % of normal wages for each hour worked.
In case staff on the next shift are unable to report for duty when Typhoon Warning Signal No.8 or above is in force, or due to practical difficulties and the Employer requests the Employee continue to work due to operational requirements, in addition to normal wages, the Employee is entitled to a special allowance of \$ _____ or _____ % of normal wages for each hour of the extended service.

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

* Please delete the word(s) as inappropriate

The Employer **provides / **does not provide** transport services to the Employee when Typhoon Warning Signal No.8 or above is in force, the Employee is entitled to travelling allowance of \$ _____ per trip or the actual cost of transport, whichever is higher.*

☐ The Employee is not required to work when Typhoon Warning Signal No.8 or above is in force and wages will not be affected during the period. If the Government has not announced “extreme conditions” ^{note}, the Employee is required to resume duty within _____ hours as far as practicable if the Typhoon Warning Signal No.8 is cancelled not less than _____ hours before the end of working hours.

B. Work Arrangements in Times of “Extreme Conditions” after typhoons as announced by the Government †

☐ The Employee is required to work when “extreme conditions” as announced by the Government before Typhoon Warning Signal No.8 is replaced with No.3 are in force ^{note}. In addition to normal wages, the Employee is entitled to *duty allowance of

\$ _____ or _____ % of normal wages for each hour worked.

In case staff on the next shift are unable to report for duty when “extreme conditions” as announced by the Government before Typhoon Warning Signal No.8 is replaced with No.3 are in force or extended, or due to practical difficulties and the Employer requests the Employee continue to work due to operational requirements, in addition to normal wages, the Employee is entitled to a special allowance of

\$ _____ or _____ % of normal wages for each hour of the extended service.

The Employer **provides / **does not provide** transport services to the Employee when “extreme conditions” as announced by the Government before Typhoon Warning Signal No.8 is replaced with No.3 are in force, the Employee is entitled to travelling allowance of \$ _____ per trip or the actual cost of transport, whichever is higher.*

☐ The Employee is not required to work when “extreme conditions” as announced by the Government before Typhoon Warning Signal No.8 is replaced with No.3 are in force ^{note}, and wages will not be affected during the period. The Employee is required to resume duty within _____ hours as far as practicable if the “extreme conditions” are cancelled not less than _____ hours before the end of working hours.

(Note: For details, please refer to the “Code of Practice in Times of Typhoons and Rainstorms” issued by the Labour Department.)

C. Work Arrangements in Times of Black Rainstorm Warning †

☐ In case the Employee is required to take up extra duty when Black Rainstorm Warning is in force, in addition to normal wages, the Employee is entitled to *rainstorm allowance of

\$ _____ or _____ % of normal wages for each hour worked.

In case staff on the next shift are unable to report for duty when Black Rainstorm Warning is in force, or due to practical difficulties and the Employer requests the Employee continue to work due to operational requirements, in addition to normal wages, the Employee is entitled to a special allowance of

\$ _____ or _____ % of normal wages for each hour of the extended service.

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

* Please delete the word(s) as inappropriate

The Employer **provides / **does not provide** transport services to the Employee when Black Rainstorm Warning is in force, the Employee is entitled to travelling allowance of \$ _____ per trip or the actual cost of transport, whichever is higher.*

☐ The Employee is not required to work when Black Rainstorm Warning is in force and wages will not be affected during the period. The Employee is required to resume duty within _____ hours as far as practicable if the Black Rainstorm Warning is cancelled not less than _____ hours before the end of working hours.

19. 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.

(If appropriate) Additional rules and regulations , rights, benefits or protection

promulgated under the * *Company Handbook* / _____

also form part of this contract.

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 : _____

Position held : _____

Date : _____

Chop of the Company

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

* Please delete the word(s) as inappropriate

1/2020

ENQUIRIES

Enquiry Hotline: 2717 1771 (the hotline is handled by “1823”)

Homepage Address: <http://www.labour.gov.hk>

Enquiry in person to Offices of the Labour Relations Division:

<http://www.labour.gov.hk/eng/tele/lr1.htm>