

Sample Employment Contract for Catering Industry

This contract of employment is entered into between _____ (hereinafter referred to as “Employer”) and _____ (hereinafter referred to as “Employee”) on _____ (date) under the terms and conditions of employment below:

1. **Commencement of Employment**[^]

Effective from _____ / _____ / _____ (DD / MM / YY)

until either party terminates the contract

for a fixed term contract for a period of _____ *day(s) / week(s) / months(s) / years(s), ending on _____ / _____ / _____ (DD / MM / YY)
2. **Probation Period**[^]

No

Yes, _____ *day(s) / week(s) / month(s)
3. **Section Employed**

*Sales / Catering / Pantry / Dim Sum / Kitchen / Barbecue / Bar / Beverage / Cleaning / Reception / Dim Sum Sales / Cashier / General Affairs / Personnel / Accounting / Others: _____
4. **Position Employed**

5. **Place of Work**[^]

Fixed place of work _____

No fixed place of work. The Employee may be posted to other branches in Hong Kong. The Employer shall make reasonable arrangements before posting.
6. **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 and _____ *am / pm to _____ *am / pm
*Or refer to the roster schedule for the detailed working hours

Shift work required, at _____ working day(s) per *week / month, totalling _____ hour(s)
*Or refer to the roster schedule for the detailed working hours

Others: _____
(please specify details of working hours arrangement, total working hours, etc.)
7. **Non-peak Off-duty Hours**[^]

No

Yes Fixed, from _____ *am / pm to _____ *am / pm, *with / without pay, *counted / not counted as working hour(s)

Not fixed, at _____ *minutes / hour(s) per day, *with / without pay, *counted / not counted as working hour(s)
8. **Meal Break**[^]

Meal Break *with / without pay, *counted / not counted as working hour(s)

Not fixed, at _____ *minutes / hour(s) per day

Fixed, from _____ *am / pm to _____ *am / pm
9. **Wages**

a. wage rate[^] Basic wages of \$ _____ per *hour / day / week / month;
plus the following allowance(s):

_____ shares of tips (including 10% service charge and cash)

Travelling allowance of \$ _____ per *day / week / month

Others (e.g. appetiser charge from customers) \$ _____ (please specify 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

Attendance allowance of \$ _____ (please specify details of payment criteria, calculation method, etc.)

b. payment of wages & wage period(s)^

Every month, payable on _____ day of the month for wage period from _____ day of the month to _____ day of **the month / the following month*

Twice a month, payable on
(i) _____ day of ** the month / following month* for wage period from _____ day of the month to _____ day of ** the month / following month*; and
(ii) _____ day of ** the month / following month* for wage period from _____ day of the month to _____ day of ** the month / following month*

Once for every _____ **day(s) / week(s)* for wage period from _____ to _____

10. Overtime Compensation^

Compensation by overtime pay:
 At the rate of \$ _____ per hour
 At the rate according to **normal wages / _____% of normal wages*
 Others _____
(please specify details of payment criteria, calculation method, etc.)

Compensation by time-off in lieu: _____
(please specify details of granting criteria, calculation method, etc.)

11. Rest Days^

Regular, on every _____, **with / without pay*
 Irregular. Before the commencement of every month, the Employee will be informed orally or in writing of the rest days for that month. The rest days are **with / without pay*.
(The Employee is entitled to not less than 1 rest day in every period of 7 days.)

12. Holidays^

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

13. Paid Annual Leave^

The Employee is entitled to paid annual leave according to the provisions of the EO (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) _____

14. Maternity Benefits^

The Employee is entitled to maternity leave and maternity leave pay according to the provisions of the EO.
 The Employee is entitled to the following maternity leave and maternity leave pay according to the rules of the Employer (please specify) _____

15. Paternity Benefits^

The Employee is entitled to paternity leave and paternity leave pay according to the provisions of the EO.
 The Employee is entitled to the following paternity leave and paternity leave pay according to the rules of the Employer (please specify) _____

16. Sickness Allowance^

The Employee is entitled to sickness allowance according to the provisions of the EO.
 The Employee is entitled to sickness allowance 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

17. **Termination of Employment Contract[^]** A notice period of _____*day(s) / week(s) / month(s) or 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)
18. **End of Year Payment / Bonus[^]** No
- Yes, *an amount *of \$ _____ or equivalent to _____ month's *basic / normal wages upon completion of each payment period*
- The payment period is one *calendar / lunar year or a specified period from _____ to _____.
- Payment is to be made within _____ days before commencement of the following *calendar / lunar year.
19. **Mandatory Provident Fund Scheme[^]** The Employer and the Employee are to make contributions towards the Mandatory Provident Fund (MPF) 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 MPF Scheme **in an 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 MPF Scheme **in an amount of \$ _____ / at a rate of _____% of the Employee's monthly wages.*
20. **Work Arrangements in Times of Adverse Weather and "Extreme Conditions"**
- A. **Work Arrangements in Times of Tropical Cyclone Warning[^]** The Employee is required to work when Tropical Cyclone Warning Signal No.8 (T8) or higher is in force. **In addition to normal wages**, the Employee is entitled to a duty allowance of *\$ _____ or _____ % of normal wages for each hour worked.
- In case staff on the next shift are unable to report for duty at workplace when T8 or higher is in force, or due to practical difficulties and the Employer requests the Employee of the preceding shift to 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 T8 or higher is in force, 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 and wages will not be affected during the period. If the Government has not made an "extreme conditions" announcement ^{note}, the Employee is required to resume duty within _____ hours as far as practicable if T8 is cancelled not less than _____ hours before the end of working hours.

[^] Please put a "✓" in the clause(s) as appropriate

* Please delete the word(s) as inappropriate

B. **Work Arrangements in Times of “Extreme Conditions”**[^]

- The Employee is required to work when “extreme conditions” is in force upon the “extreme conditions” announcement by the Government ^{note}. **In addition to normal wages**, the Employee is entitled to a duty allowance of *\$ _____ *or* _____ % of normal wages for each hour worked.

In case staff on the next shift are unable to report for duty at workplaces when “extreme conditions” is in force, or due to practical difficulties and the Employer requests the Employee of the preceding shift to 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” is in force, 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 “extreme conditions” is in force upon the “extreme conditions” announcement by the Government ^{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” ended not less than _____ hours before the end of working hours.

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

C. **Work Arrangements in Times of Black Rainstorm Warning Signal**[^]

- In case the Employee is required to take up extra duty when Black Rainstorm Warning Signal is in force, **in addition to normal wages**, the Employee is entitled to a duty allowance of *\$ _____ *or* _____ % of normal wages for each hour worked.

In case staff on the next shift are unable to report for duty at workplaces when Black Rainstorm Warning Signal is in force, or due to practical difficulties and the Employer requests the Employee of the preceding shift to 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 Black Rainstorm Warning Signal 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 Signal 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 Signal is cancelled not less than _____ hours before the end of working hours.

21. **Others**

a. **uniform/ staff permit**

Whilst on duty, the Employee is required to put on proper uniform / staff permit. It should be returned to the supervisor upon termination of the employment contract.

b. **governing laws**

The Employee is entitled to all other rights, benefits or protection under the EO, the Minimum Wage Ordinance, the Employees’ Compensation Ordinance and any other relevant Ordinances. (If applicable) Additional rules and regulations, rights, benefits or protection promulgated under the **Company Handbook /* _____ also form part of this 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:

Name in full:

Hong Kong I.D. No.: _____

Position held: _____

Date:

Date:

Chop of the Company

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

* Please delete the word(s) as inappropriate