

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. appetizer charge from customers) \$ _____ (please specify details of payment criteria, calculation method, date of payment, etc.)
☐ Attendance allowance of \$ _____ (please specify details of payment criteria, calculation method, 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, 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 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 under the following circumstances:
- If the number of sickness day(s) 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 day(s) taken is _____ day(s) or more, an appropriate medical certificate in support of the sick leave is required.
- ☐ Others (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 during Typhoon and Rainstorm Warning[^]** When typhoon signal No. 8 or above is hoisted:
- ☐ the Employee is required to work. 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 and no wages will be deducted. The Employee is required to resume duty if typhoon signal No.8 or above is lowered not less than _____ hours before close of working hours.
- When the black rainstorm warning is issued:
- ☐ the Employee is required to work. In addition to wages, the Employee is entitled to *rainstorm allowance/ travelling allowance of \$_____ or _____ % of normal wages.
- ☐ the Employee is not required to work and no wages will be deducted. The Employee is required to resume duty if the black rainstorm warning is cancelled not less than _____ hours before close 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