

Overtime Work Agreement (Sample)

(Applicable when overtime work is requested by the employer in advance with consent of the employee)

The employee, _____¹ holder of Macao I.D. card no. _____), agrees to work overtime voluntarily from _____ (day/month/year) to _____ (day/month/year)², as requested by the employer _____³ in advance (office address: _____⁴).

It is acknowledged that, according to paragraph 2 of Article 37 of Law no. 7/2008 “Labour Relations Law”, after having worked overtime voluntarily, the employee is entitled to receive the overtime remuneration stipulated by law (i.e. normal remuneration for the work performed plus 20 percent)⁵.

This agreement shall be made in duplicate, with one copy for each party, and becomes valid upon signature of both parties.

Employer or representative:
Name _____
Position _____

Employee:

(Signature)
Date: _____
(day/month/year)

(Signature and stamp)
Date: _____
(day/month/year)

¹ Name of the employee.
² The period of voluntarily overtime work performed by the employee; although Law no. 7/2008 “Labour Relations Law” does not stipulate the maximum limit for that period, the Labour Affairs Bureau suggests that the period falls on the time between the nearest date of payroll and the following one (i.e. one payroll cycle), in order to protect both the employer and the employee and to reduce the employer’s administrative procedures.
³ Name of the employer or the company.
⁴ Employer’s correspondence address, office address or the address registered in Application Form for Business Start-up (Declaração de início de actividade).
⁵ According to Law No. 11/2019 “Amendments to Law No. 7/2015 (Minimum Wage for Cleaning and Security Employees in the Property Management Services)”, the basic wage amount used to calculate the extra payment due to overtime work shall not be lower than five sixths of the minimum wage amount (for example: for monthly-paid employees, the basic wage cannot be lower than MOP 5,546.7).