

Labour Contract for Non-resident Domestic Workers

Sample

Remarks:

1) This sample shall apply to labour contracts concluded with non-resident domestic workers (which are fixed term labour contracts), and its terms and conditions and contents are subject to verification based on the specific nature and agreements made between employer and employee. The present sample is for reference only, and any dispute between employer and employee shall be resolved according to Law No. 7/2008 (Labour Relations Law) amended by Law No.8/2020 and Law No. 21/2009 (Law for the Employment of Non-resident Workers).

2) Rules in the footnotes of this sample contract are based on Law No. 7/2008 (Labour Relations Law) amended by Law No.8/2020 and Law No. 21/2009 (Law for the Employment of Non-resident Workers).

** Before completing sample labour contract, please refer to 'Remarks'.

Information of employer and employee:

Employer

Name: _____ (hereinafter referred to as 'Party A')

Resident Address: _____

Mobile No.: _____ Email Address: _____

Employee

Name: _____ (hereinafter referred to as 'Party B')

Sex: _____ Date of Birth: _____

Non-resident Worker's Identification Card No.: _____

Resident Address: _____

Place of habitual residence before arriving in Macao: _____

Mobile No.: _____ Email Address: _____

Both Party A and Party B agree to conclude this labour contract ¹(hereinafter referred to as 'Contract'), and commit to abide by it in good faith.

¹ Party A and Party B may conclude this contract which more clearly and accurately specifies stipulations, practices and agreements, in order that both parties can abide by it.

Article 1
(Effective Date of Contract and Duration)

1) This contract becomes effective² upon the date when Party A has been granted the employment permit and Party B has obtained the worker's temporary stay permit in the Macao Special Administrative Region (Macao SAR) (that is, _____) (day/month/year), with labour relations established between Party A and Party B.

2) Both parties agree that the term of the contract is _____ and the contract becomes effective upon the date mentioned in the preceding paragraph.

Article 2
(Professional Grade or Function and Place of Work)³

1) Party A employs Party B to perform domestic duties.

2) The workplace of Party B is located at _____
_____.

Article 3
(Basic Remuneration)

1) Party B is entitled to receive a monthly remuneration of MOP _____⁴ for the work performed.

2) Remuneration must be paid by Party A by deposit into the account of Party B

² See Article 22 of Law for the Employment of Non-resident Workers.

³ Party A can only make Party B provide the professional activity mentioned in the employment permit dispatch and work at the relevant workplace; fines may be imposed on violators, together with revocation of quotas of hiring non-resident workers and suspension of the right to request new employment permits (see subparagraphs 6 and 7 of paragraph 2 of Article 32 and Article 33 of Law for the Employment of Non-resident Workers).

⁴ The basic remuneration which Party A is obliged to pay Party B shall not be lower than the proposed amount provided to the worker mentioned in the employment permit application (see paragraph 7 of Article 23 of Law for the Employment of Non-resident Workers); moreover, remuneration shall be paid in MOP, the legal tender of the Macao SAR (see paragraph 4 of Article 63 of Labour Relations Law); the guarantee of the right to lodging and the cost of transportation to the worker's place of habitual residence stipulated in Article 26 of Law for the Employment of Non-resident Workers are not within the scope of basic remuneration.

** Before completing sample labour contract, please refer to 'Remarks'.

in a banking institution in the Macao SAR⁵. Party A is obliged to give Party B a pay slip⁶.

Article 4 (Accommodation)

Party B will be guaranteed accommodation by Party A through (please tick appropriate box):

–A. A direct provision of accommodation located at _____⁷ in the Macao SAR with decent hygienic and living conditions.

–B. A monthly housing allowance of MOP _____⁸.

Article 5 (Exemption for Working Time Schedule)

The working time schedule shall be subject to mutual agreement between Party A and Party B based on the following (please tick appropriate box):

– A. Party B is exempted from observation of normal working hours, without prejudice to his/her rights to breaks, weekly rest, mandatory holidays, vacations and other guarantees;

– B. Party B is subject to a fixed working time schedule, in particular the working hours stipulated in Article 6 of this contract.

Article 6 (Normal Working Hours)

Under the circumstances specified in option B of Article 5 of this contract, the daily working hours shall be subject to mutual agreement between Party A and Party

⁵ See Article 27 of Law for the Employment of Non-resident Workers.

⁶ A pay slip must contain the following information: i) identification of Party A; ii) name and position of Party B; iii) beneficiary number registered in the Social Security Fund or any other numbers accorded to Party B under the law; iv) period to which remuneration corresponds; v) detailed items of remuneration; vi) deductions; vii) net receivables (see paragraph 6 of Article 63 of Labour Relations Law). Please refer to 'Pay Slip (Sample)'.

⁷ See paragraph 3 of Article 26 of Law for the Employment of Non-resident Workers and paragraphs 1 and 2 of Dispatch of the Chief Executive No. 88/2010.

⁸ See paragraph 3 of Article 26 of Law for the Employment of Non-resident Workers and paragraph 3 of Dispatch of the Chief Executive No. 88/2010.

B based on the following (please tick appropriate box):

– A. The normal working hours of Party B are _____⁹ hours per day and _____¹⁰ hours per week, with working time schedule designated by Party A.

– B. From _____ hours _____ minutes to _____ hours _____ minutes;

Article 7 (Probationary Period)

1) Party A and Party B shall choose one of the following options to settle the duration of probationary period (please tick appropriate box):

– A. Probationary period of thirty days from effective date of this contract;

– B. Probationary period of _____¹¹ days from effective date of this contract;

– C. No probationary period required.

2) Should option A or B be chosen, either party may terminate this contract within the probationary period without reason, and neither party shall be entitled to receive any form of compensation for termination of contract. Both parties shall choose one of the following options to settle the period of previous notice (please tick appropriate box):

– i) No previous notice required;

– ii) If Party A terminates this contract, a previous notice of _____¹² days shall be given to Party B; if Party B terminates this contract, a previous notice of _____¹³ days shall be given to Party A.

⁹ Normal working hours shall not exceed eight hours a day (see paragraph 1 of Article 33 of Labour Relations Law), unless otherwise agreed by Party A and Party B (see paragraph 2 of Article 33 of Labour Relations Law).

¹⁰ Normal working hours shall not exceed forty-eight hours per week (see paragraph 1 of Article 33 of Labour Relations Law).

¹¹ If probationary period is determined by Party A and Party B, please fill in the duration of probationary period agreed by both parties and the limitation on the number of days stipulated in subparagraph 3 of paragraph 3 of Article 18 of Labour Relations Law shall be complied with.

¹² Party A and Party B may agree in writing the length of previous notice in case of contract rescission during probationary period, provided previous notice shall be not exceed fifteen days in case of rescission per initiative of Party A (see subparagraph 1 of paragraph 5 of Article 18 and subparagraph 1 of paragraph 3 of Article 72 of Labour Relations Law).

¹³ Party A and Party B may agree in writing the length of previous notice in case of contract rescission during probationary period, provided previous notice shall be not exceed seven days in case of

Article 8 (Weekly Rest Day)

1) Party B shall be entitled to a rest period of _____ per week¹⁴, with such period arranged by Party A at least three days in advance.

2) Under the circumstances specified in law¹⁵, Party A may arrange Party B to work on rest days, irrespective of his/her consent, with Party B entitled to _____¹⁶ day(s) as compensatory rest, to be designated by Party A within thirty days following performance of work, as well as _____ day(s)¹⁷ additional basic remuneration or _____ day(s)¹⁸ of compensatory rest¹⁹ within thirty days;

3) If Party B voluntarily requests²⁰ to work on a weekly rest day, he/she shall be entitled to _____ day(s)²¹ of compensatory rest, to be designated by Party A within thirty days following performance of work; if Party B does not enjoy the compensatory rest, he/she shall be entitled to _____ day(s)²² additional basic remuneration;

4) In the case that Party B only completes part of the working hours for personal reasons, regardless of whether the situation constitutes justified or unjustified absence, the corresponding compensatory rest or basic remuneration shall be calculated in proportion to the number of working hours provided²³.

rescission per initiative of Party B (see subparagraph 1 of paragraph 5 of Article 18 and subparagraph 1 of paragraph 3 of Article 72 of Labour Relations Law).

¹⁴ Unless otherwise specified in paragraph 2 of Article 42 of Labour Relations Law, Party B shall be entitled to a rest period of twenty-four consecutive hours per week.

¹⁵ Circumstances specified in law refer to those specified in paragraph 1 of Article 43 of Labour Relations Law.

¹⁶ Compensatory rest specified in law shall be one day (see paragraph 2 of Article 43 of Labour Relations Law).

¹⁷ Additionally compensatory basic remuneration specified in law shall be one day (see subparagraph 1 of paragraph 2 of Article 43 of Labour Relations Law).

¹⁸ Additionally compensatory rest specified in law shall be one day (see subparagraph 1 of paragraph 2 of Article 43 of Labour Relations Law).

¹⁹ If the specific date of the compensatory rest is designated by Party A, such date must be designated at least three days in advance (see paragraph 7 of Article 43 of Labour Relations Law).

²⁰ A record must attest voluntary nature of work performed on a weekly rest day by Party B (see paragraph 6 of Article 43 of Labour Relations Law); please also refer to 'Agreement on Work on Weekly Rest Day (Sample)'.
²¹ Compensatory rest specified in law shall be one day (see paragraph 4 of Article 43 of Labour Relations Law).

²² Additionally compensatory basic remuneration specified in law shall be one day (see subparagraph 1 of paragraph 5 of Article 43 of Labour Relations Law).

²³ See paragraph 8 of Article 43 of Labour Relations Law

Article 9 (Mandatory Holidays)

1) Party B shall be permitted to suspend performance of work on mandatory holidays of ten days²⁴, without loss of basic remuneration²⁵.

2) Under the circumstances specified in law²⁶, Party A may arrange Party B to work on a mandatory holiday, irrespective of his/her consent; Party B shall be entitled to _____ day(s)²⁷ of compensatory rest, to be designated by Party A within three months following performance of work, as well as _____ day(s)²⁸ additional basic remuneration or _____ day(s)²⁹ of compensatory rest³⁰ within three months;

3) In the case that Party B only completes part of the working hours for personal reasons, regardless of whether the situation constitutes justified or unjustified absence, the corresponding compensatory rest or basic remuneration shall be calculated in proportion to the number of working hours provided³¹.

Article 10 (The Weekly Rest Day Overlaps with the Mandatory Holiday)

If Party B's weekly rest day overlaps with the mandatory holiday, the overlapping holiday shall be handled according to the mandatory holiday, and Party A shall arrange for Party B to take the overlapping paid weekly rest day within the following thirty days³².

Article 11 (Annual Leave)

²⁴ The mandatory holidays listed in paragraph 1 of Article 44 of Labour Relations Law.

²⁵ Basic remuneration payable according to regulations specified in paragraphs 2 and 3 of Article 44 of Labour Relations Law.

²⁶ Circumstances specified in law refer to those specified in paragraph 1 of Article 45 of Labour Relations Law.

²⁷ Compensatory rest specified in law shall be one day, which can be substituted by one day's basic remuneration if agreed by two parties (see paragraph 2 of Article 45 of Labour Relations Law).

²⁸ Additionally compensatory basic remuneration specified in law shall be one day (see subparagraph 1 of paragraph 2 of Article 45 of Labour Relations Law).

²⁹ Additionally compensatory rest specified in law shall be one day (see subparagraph 1 of paragraph 2 of Article 45 of Labour Relations Law).

³⁰ If the specific date of the compensatory rest is designated by Party A, such date must be designated at least three days in advance (see paragraph 4 of Article 45 of Labour Relations Law).

³¹ See paragraph 5 of Article 45 of Labour Relations Law.

³² See Article 42-A of Labour Relations Law.

Party B shall be entitled to _____ working days³³ of paid annual leave during the second year of service if the duration of the labour relation is more than one year. If the duration of the labour relation is less than one year but more than three months, Party B shall be entitled to the annual leave calculated in proportion to the number of days mentioned above for every month of actual service discharged in the second year of service, as well as when the number of days left in the remaining period reaches fifteen.

Article 12 (Maternity Leave)³⁴

1) Party B shall be entitled to _____ days³⁵ of maternity leave for reason of childbirth, in which sixty-three days must be taken immediately after confinement, with the remaining days taken consecutively or separately, before or after the confinement, at the discretion of Party B. If Party B intends to take part of her maternity leave before confinement, she must notify Party A of this intention at least five days in advance.

2) If the labour relation between Party A and Party B totals more than one year on the day of her confinement, Party B is entitled to receive basic remuneration corresponding to the period of maternity leave.

3) If the labour relation between Party A and Party B totals one year during maternity leave, Party B is entitled to receive basic remuneration corresponding to the remaining period of maternity leave after the completion of one year's service.

Article 13 (Paternity Leave)³⁶

1) Party B shall be entitled to _____ working days³⁷ of paternity leave for

³³ Minimum annual leave specified in law shall be six working days (see paragraph 1 of Article 46 of Labour Relations Law); moreover, Party B may accumulate annual leave up to two years by agreement between parties; please refer to 'Annual Leave Agreement (sample)'.

³⁴ Only applicable to female employees.

³⁵ A female employee is entitled to, for reason of childbirth, at least seventy days of maternity leave (see paragraph 1 of Article 54 of Labour Relations Law). A female employee shall also enjoy equally right to maternity leave in circumstances such as stillbirth or involuntary abortion after three months of pregnancy (see paragraph 5 of Article 54 of Labour Relations Law).

³⁶ Only applicable to male employees.

³⁷ A male employee is entitled to five working days of paternity leave for reason of becoming a father (see paragraph 1 of Article 56-A of Labour Relations Law); moreover, a male employee shall also enjoy the right to paternity leave in circumstances such as stillbirth or involuntary abortion after

reason of becoming a father. The paternity leave may be taken, consecutively or separately, from when the child's mother is pregnant over three months to within thirty days after the child's birth. If Party B intends to take part of the paternity leave between the period when the child's mother is pregnant over three months and before the child's birth, he must notify Party A of this intention at least five days in advance, or when the situation is unforeseeable, he shall notify Party A as soon as possible.

2) If the labour relation between Party A and Party B totals more than one year on the day when Party B becomes a father, Party B is entitled to receive basic remuneration corresponding to the period of paternity leave.

3) If the labour relation between Party A and Party B totals one year during paternity leave, Party B is entitled to receive basic remuneration corresponding to the remaining period of paternity leave after the completion of one year's service.

Article 14

(Absence for Sickness or Accident Not Arising from Work)

On completion of probationary period, Party B shall be entitled to _____ days³⁸ of paid absence for sickness or accident in each calendar year.

Article 15

(Previous Notice for Rescission without Just Cause)

Either Party A or Party B may rescind this contract without just cause but the party who initiates such action shall comply with the following stipulations:

a) If Party A rescinds this contract, a previous notice of _____ day(s)³⁹ shall be given to Party B;

b) If Party B rescinds this contract, a previous notice of _____ day(s)⁴⁰ shall be

three months of the child's mother's pregnancy (see paragraph 6 of Article 56-A of Labour Relations Law).

³⁸ Number of days specified in law shall be six, and stipulations of Article 53 of Labour Relations Law shall be abided by.

³⁹ Length of previous notice can be determined by agreement between parties; in absence of contractual provisions regarding length of previous notice, or length of previous notice provided for in the contract is less than fifteen days, length of previous notice shall be fifteen days in case of rescission per initiative of Party A (see subparagraph 1 of paragraph 3 of Article 72 of Labour Relations Law).

⁴⁰ Length of previous notice can be determined by agreement between parties, however, length of previous notice prescribed for Party B shall not exceed that for Party A; in absence of contractual

given to Party A.

Article 16
(Compensation for Rescission without Just Cause)

In the event of rescission of this contract without just cause by Party A before expiry of contract's term, Party A is obliged to pay Party B the compensation as stipulated in paragraph 6⁴¹ of Article 70 of Labour Relations Law.

Article 17
(Repatriation to Place of Habitual Residence)⁴²

Party A shall be responsible for the repatriation cost of Party B to the place of habitual residence, regardless of the reason for termination of the labour relation.

Article 18
(Expiry of Contract and Renewal)

1) This contract shall expire at the end of its term and shall not convert into an indefinite contract⁴³.

2) Party A and Party B shall choose one of the following options for settlement of renewal of this contract (please tick appropriate box):

– A. Under the circumstances that Party A's employment permit includes an automatic renewal clause, both parties agree that when the term of this contract expires, the contract may be automatically renewed with equal conditions and period;

– B. If Party A has an employment permit, this contract may be renewed by a written statement of both parties.

provisions regarding length of previous notice or length of previous notice provided for in the contract is less than seven days, length of previous notice shall be seven days in case of rescission per initiative of Party B (see subparagraph 2 of Paragraph 3 of Article 72 of Labour Relations Law).

⁴¹ Under such provision, in the event of rescission of a fixed term contract without just cause by the employer before the expiry of the contract's term, the employer is obliged to pay the employee a compensation calculated according to the period between the date of the rescission and the expiry date of the contract mutually agreed upon, equivalent to three days of the basic remuneration for each month or period of less than a month

⁴² See paragraph 4 of Article 26 of Law for the Employment of Non-resident Workers.

⁴³ See paragraph 1 of Article 24 of Law for the Employment of Non-resident Workers.

Article 19
(Work Accident and Occupational Disease Insurance)

Party A must purchase the work accident and occupational disease insurance for Party B in accordance with Article 62 of the current Legal Regime on Compensation for Damage Arising from Work Accidents and Occupational Diseases.

Article 20
(Other Specifications)⁴⁴

Article 21
(Applicable Laws)

1) With regard to items or circumstances not listed in this contract, if Party A and Party B have already made prior agreements which do not violate any laws or legal regulations, then they should be executed based on the said prior agreements. However, if both parties do not have any prior agreement, then any items or circumstances should be governed by the current labour laws and legal regulations of Macao SAR.

2) Should any items or circumstances specified in this contract be less

⁴⁴ The working conditions agreed by both parties shall be recorded in the space provided. However, such working conditions shall by no means be less favourable to Party B than those stipulated in the current Labour Relations Law and Law for the Employment of Non-resident Workers, otherwise the agreed working conditions shall be deemed invalid and replaced by regulations of the laws mentioned above.

** Before completing sample labour contract, please refer to 'Remarks'.

favourable to Party B than those provided in other agreements between the parties, the terms of other agreements shall prevail.

3) Should any items or circumstances specified in this contract be more favourable to Party B than those provided in other agreements between the parties, the terms of this contract shall prevail.

4) Should any items or circumstances specified in this contract or other agreements between the parties contradict the current labour laws and legal regulations of Macao SAR, the terms of the current labour laws and legal regulations of Macao SAR shall prevail.

Article 22
(Final Provision)

This contract shall be made in two original copies, one copy to be held by each party, and becomes valid upon signature by both parties.

Party A:

Party B:

(Signature)

(Signature)

Date: _____

Date: _____

(day/month/year)

(day/month/year)