

Employment Contract for Post-natal Care Helpers

This contract of employment is entered into between _____ (hereinafter referred to as 'Employer') of residential address _____ and _____ (hereinafter referred to as 'Employee') on _____ (dd/mm/yyyy) under the terms and conditions of employment below:

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

- 1. Commencement of Employment:** Effective from _____ to _____
(_____ days after expected due date on _____)
- 2. Standby period:** _____ days before & _____ days after the expected due date
- 3. Probation period:** ☐ No ☐ Yes, _____ days
- 4. No. of working hours per day:** _____ hours, from _____ am/pm* to _____ am/pm*
- 5. No. of working days per week:** _____ days **Rest day:** On every _____
- 6. Duties:**

<input type="checkbox"/> Prepare pork knuckles with ginger stew	<input type="checkbox"/> Provide care service in hospital
<input type="checkbox"/> Baby care	<input type="checkbox"/> Post-natal mother care
<input type="checkbox"/> Purchase of food ingredients	<input type="checkbox"/> Prepare meals
<input type="checkbox"/> Others:	
- 7. Wage:** \$ _____ per month/ week / day / hour* **Overtime pay:** \$ _____ / hour / day*
- 8. Pay date:**

<input type="checkbox"/> Pay monthly on _____	<input type="checkbox"/> Pay every half month on _____
<input type="checkbox"/> Pay weekly on _____	<input type="checkbox"/> Pay daily
- 9. Calculation of daily wage:** Monthly wage divided by no. of *calendar days/ working days** in that month
- 10. Termination of Employment Contract:**

During the probation period: A notice period of _____ * <i>day(s) / week(s) / month(s)</i>
After the probation period: A notice period of _____ * <i>day(s) / week(s) / month(s)</i> or an equivalent amount of wages in lieu of notice.
- 11. Welfare:**

Provision of Meals: <i>lunch/ dinner/ breakfast</i> *
Holiday Entitlement: <i>statutory holidays/ general holidays</i> *
- 12. Typhoon/ Black Rainstorm Warning**

The Employee is not required to work when typhoon signal no.8 or above is hoisted / during black rainstorm warning and no wages will be deducted during the period. The Employee is required to resume duty if the typhoon signal no.8 is lowered / black rainstorm warning is cancelled not less than _____ hours before close of working hours.

- 13. Deposit:**

<input type="checkbox"/> _____% of the salary (HKD _____)
(see Remark 6) <input type="checkbox"/> fixed amount: HKD _____ <input type="checkbox"/> Not applicable
- 14. 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.

Remarks

1. The Employees Retraining Board (ERB) and the SBC will not get involved in the employer-and-employee relationship between you and the helpers, therefore, the ERB, SBC and their staff shall refute any liability to the service arrangements, including but not limited to the service contents and wage agreed between you and the helpers.
2. The Employment Ordinance is the major legislation governing conditions of employment in Hong Kong. Employers and employees can negotiate and agree on the terms and conditions of the employment provided that they do not violate the provisions of the Employment Ordinance. Any term of the employment contract which purports to extinguish or reduce any right, benefit or protection conferred upon the employee by this Ordinance shall be void.
3. According to the Minimum Wage Ordinance, statutory minimum wage (SMW) is expressed as an hourly rate. In essence, wages payable to an employee in respect of any wage period should be no less than the SMW rate on average for the total number of hours worked.
4. An employer must be in possession of a valid insurance policy to cover his liabilities both under the Employees' Compensation Ordinance and at common law for the work injuries for his employees. The Employees' Compensation Ordinance applies to both full-time and part-time employees who are employed under contracts of service.
5. As payment of deposit is a common practice to confirm employment in the post-natal care industry, it is included in the employment contract. Since any agreement made before the commencement of employment (including the deposit arrangement) is not bounded by the Employment Ordinance, any dispute over the deposit arrangement should be made through the small claims proceedings.
6. The job duties of the post-natal care helpers normally do not include large-scale clean up, for example cleaning windows and hoods, washing toilets or kitchens. For any specific job requirements, employers should negotiate with their post-natal care helpers and state clearly in the employment contract. Purchase of food ingredients should be counted as part of working hours and included in calculation of wage. Employers should reimburse the actual cost incurred upon purchase.

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
Employer: _____
HK I.D. No : _____
Contact tel no.: _____
Date : _____

Signature of
Employee: _____
Contact tel no.: _____
Date : _____

Employment Record (to be completed at the end of the employment period)

Employment period:	From	to
Total amount of wage paid:	\$ _____	
Signature of Employer:	_____	Signature of Employee: _____
Date :	_____	Date : _____