

Labour Contract for Non-resident Domestic Workers

Information of employer and employee:

Employer

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

Identification Card No.: _____ Sex: _____

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 (hereinafter referred to as 'Contract'), and commit to abide by it in good faith.

Article 1 (Effective Date of Contract and Duration)

- 1) This contract becomes effective 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)

- 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 _____ for the work performed.
- 2) Remuneration must be paid by Party A by deposit into the account of Party B in a banking institution in the Macao SAR. Party A is obliged to give Party B a pay slip.
- 3) If no food is provided, a food allowance of MOP 1,210.00 a month shall be paid off to Party B.

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 _____
_____ in the Macao SAR with decent hygienic and living conditions.
- B. A monthly housing allowance of MOP _____.

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

- A. The normal working hours of Party B are **8 hours** per day and **48 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 _____ 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 _____ days shall be given to Party B; if Party B terminates this contract, a previous notice of _____ days shall be given to Party A.

Article 8
(Weekly Rest Day)

- 1) Party B shall be entitled to a rest period of **24 hours** per week, with such period arranged by Party A at

- least three days in advance.
- 2) Under the circumstances specified in law, Party A may arrange Party B to work on rest days, irrespective of his/her consent, with Party B entitled to **1 day** as compensatory rest, to be designated by Party A within thirty days following performance of work, as well as **1 day** additional basic remuneration or **1 day** of compensatory rest within thirty days;
 - 3) 3) If Party B voluntarily requests to work on a weekly rest day, he/she shall be entitled to **1 day** 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 **1 day** additional basic remuneration;
 - 4) 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 provided.

Article 9 (Mandatory Holidays)

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

2) Under the circumstances specified in law, Party A may arrange Party B to work on a mandatory holiday, irrespective of his/her consent; Party B shall be entitled to **1 day** of compensatory rest, to be designated by Party A within three months following performance of work, as well as **1 day** additional basic remuneration or **1 day** of compensatory rest 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 provided.

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 days.

Article 11 (Annual Leave)

Party B shall be entitled to **6** working days 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)

1) Party B shall be entitled to **70 days** 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)

1) Party B shall be entitled to 5 working days of paternity leave for 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 6 days 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 15 days shall be given to Party B;
- b) If Party B rescinds this contract, a previous notice of 7 days shall be 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 6 of Article 70 of Labour Relations Law.

Article 17

(Repatriation to Place of Habitual Residence)

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.

In the event of death of the employee during the terms of this agreement, his/her remains and personal belongings shall be repatriated to the Philippines at the expense of the employer. In the case the repatriation of the remains is not possible; the same may be disposed of upon prior approval of the employee's next of kin and/or by the Philippine Embassy/Consulate nearest the jobsite.

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 contract.
- 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.

**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)**

**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 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: _____
(day/month/year)

Date: _____
(day/month/year)

