

[Space for signature of Party A and
Party B as in identity document]

Party A Party B

Law No. 11/2019 “Amendments to Law No. 7/2015 (Minimum Wage for Cleaning and Security Employees in the Property Management Services)”(Sample)

This labour contract is made between:

[Name of the employer/employer’s legal representative], with residence or office located at _____, holder of **[type of identity document]** no. **[XXXXXXX]** issued by **[issuing authority]** on **[day/month/year]**, hereinafter referred to as ‘Party A’; and

[Name of the employee], currently residing at **[complete address]**, habitually residing in **[country/city]** before arriving in Macao, holder of passport no. **[XXXXXXX]** issued by **[issuing authority]** on **[day/month/year]**, hereinafter referred to as ‘Party B’.

The conclusion of this labour contract is governed by the following terms and conditions:

Article 1

General principle

Both parties shall perform their obligations and exercise their rights in accordance with good faith.

Article 2

Object of the contract

Party A, as the employer, accepts Party B’s provision of services. Party B is employed by Party A to assume the position of _____ under Party A’s authority and direction.

Article 3

Duration and effective date of the contract

The duration of this contract is **[term of the contract]**⁽¹⁾ and shall become

[Space for signature of Party A and Party B as in identity document]

Party A Party B

effective on **[day/month/year]**.

Article 4

Workplace

The workplace of Party B is located at **[Street, No., Building, Block, Floor, Flat, Macao/Taipa/Coloane]**.

Article 5

Remuneration

The monthly basic remuneration of Party B is MOP _____ (amount in words) (comprising a basic wage of MOP _____ and an allowance of MOP _____ for _____ nature)⁽²⁾ to be deposited, on **[date]**⁽³⁾ of each month, to the account of Party B at **[banking institution]**⁽⁴⁾ in the Macao Special Administrative Region (“Macao SAR”).

Article 6

Accommodation

Accommodation is guaranteed to Party B through one of the following options [A or B]:

- A. A direct provision of accommodation located at _____⁽⁵⁾ in the Macao SAR with decent hygienic and living conditions;
- B. A monthly accommodation allowance of MOP _____⁽⁵⁾ (amount in words).

Article 7

Normal working hours and schedule

The normal working hours of Party B are _____⁽⁶⁾ hours a day and _____⁽⁶⁾ hours a week, and both parties agree to select one of the following options to settle the daily working time (please tick the appropriate box):

- A. From _____ hours _____ minutes to _____ hours _____ minutes, with an break of _____⁽⁶⁾ minutes for meal and rest;
- B. Excluding night work shifts;
- C. Including night work shifts.

[Space for signature of Party A and
Party B as in identity document]

Party A

Party B

Article 8

Overtime work

Under the circumstances and limits specified in the law, Party A may, by prior arrangement of Party A and without Party B's consent, request Party B to perform overtime work, and Party B shall be entitled to receive the normal remuneration for the work performed plus an increase⁽⁷⁾ of _____%; if Party B performs overtime work under the circumstances specified in paragraphs 1 and 2 of Article 38 of the current Labour Relations Law of the Macao SAR, Party B shall be entitled to an additional period of paid rest.

Except for the circumstances specified in the preceding paragraph, the overtime work performed by Party B shall be subject to mutual agreement of the parties, and Party B shall be entitled to receive the normal remuneration for the work performed plus an increase⁽⁷⁾ of _____%.

Article 9

Probationary period

Both parties agree to select one of the following options to settle the probationary period (please tick the appropriate box):

- A. The probationary period has a duration of _____ days⁽⁸⁾ from the date of entry into force of this contract;
- B. No probationary period is required.

Article 10

Weekly rest

Party B shall be entitled to a paid rest period of 24 consecutive hours a week, with such period arranged and informed by Party A at least three days in advance; if Party A arranges for Party B to perform work on a weekly rest day, either with mutual consent or under the circumstances specified in the law, Party B shall be entitled to receive a compensation⁽⁹⁾.

Article 11

Mandatory holidays

Party B is exempted from providing work on the mandatory holiday of 10 days specified in paragraph 1 of Article 44 of the Labour Relations Law, without loss of remuneration; if Party A arranges for Party B to work on a mandatory holiday under

[Space for signature of Party A and
Party B as in identity document]

Party A Party B

the circumstances specified in the law, Party B shall be entitled to receive a compensation⁽¹⁰⁾.

Article 12

Annual leave

Party B shall be entitled to paid annual leave of _____⁽¹¹⁾ days for each complete year of work, with dates of the leave agreed upon by both parties.

Article 13

Maternity leave

Party B is entitled to maternity leave of _____⁽¹²⁾ days, for reason of childbirth, of which 49 days must be taken immediately after the 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 prior to the confinement, she must notify Party A of this intention at least five days in advance.

Article 14

Night work

If Party B performs work between 0:00 midnight and 06:00 a.m., both parties agree to select one of the following options for settlement (please tick the appropriate box):

– A. Party B acknowledges that he/she has been hired to perform a work schedule including night hours, and therefore he/she shall not be entitled to remuneration for night work;

– B. Party B, due to occasional performance of night work, shall be entitled to receive remuneration for night work (the amount is equivalent to the normal remuneration for the work performed plus an increase of _____%)⁽⁷⁾, unless Party B has received remuneration for shift work in the same month.

Article 15

Shift work

If Party B performs work at different times and not in accordance with a fixed schedule, both parties agree to select one of the following options for settlement

[Space for signature of Party A and
Party B as in identity document]

Party A

Party B

(please tick the appropriate box):

– A. Party B acknowledges that he/she has been hired to provide shift work, and therefore he/she shall not be entitled to remuneration for shift work;

– B. Party B, due to occasional performance of shift work, shall be entitled to receive remuneration for shift work (the amount is equivalent to the normal remuneration for the work performed plus an increase⁽⁷⁾ of _____%); if Party B performs work on a mandatory holiday and the remuneration received for shift work is equal to or exceeds 10 percent of the basic remuneration, Party B has no right to receive any additional monetary compensation, but shall be entitled to enjoy a paid compensatory rest within 30 days after the day of the mandatory holiday.

Article 16

Assistance in work accidents and occupational diseases

Party A shall ensure that assistance is given to Party B in the case of work accidents or occupational diseases, by concluding an insurance policy with an insurance company that deals with this type of insurance.

Article 17

Absence from work

1. In the event of unjustified absence of Party B, Party A may deduct the amount equivalent to the remuneration of absent days from Party B's monthly remuneration.

2. Party B shall be entitled to paid absence of _____⁽¹³⁾ days due to sickness or accidents in each calendar year after completing the probationary period.

Article 18

Rescission with just cause on the employer's initiative

If Party B commits any of the acts specified in paragraph 2 of Article 69 of the Labour Relations Law, Party A may terminate the labour relation unilaterally without giving any notice in advance or compensation to Party B.

Article 19

Rescission with just cause and compensation

1. In the event of rescission with just cause, the initiating party does not need

[Space for signature of Party A and Party B as in identity document]	
_____	_____
Party A	Party B

to notify the other party in advance for terminating the labour relation.

2. If Party A fails to pay the remuneration, in whole or in part, for two consecutive times within the period specified in Article 62 of Labour Relations Law, Party B may terminate the labour relation with just cause.

3. Party B shall be entitled to a compensation calculated under paragraph 6 of Article 70 of the Labour Relations Law in the event of rescission of this contract with just cause on the initiative of Party B.

Article 20

Prior notice for rescission without just cause

Either party may rescind this contract without just cause prior to the expiry of this contract, but the initiating party shall comply with the following stipulations:

- a) A notice of _____⁽¹⁴⁾ day(s) shall be given to Party B in advance if Party A rescinds this contract;
- b) A notice of _____⁽¹⁴⁾ day(s) shall be given to Party A in advance if Party B rescinds this contract.

Article 21

Rescission without just cause and compensation

If Party A rescinds this contract without just cause prior to the expiry of this contract, Party B shall be entitled to receive a compensation calculated according to the period between the date of rescission and the expiry day of this contract, equivalent to the basic remuneration of three days for each month or a period of less than a month.

Article 22

Termination of the contract due to revocation of the permit

1. Party B shall be entitled to receive a compensation from Party A, calculated under paragraph 6 of Article 70 of the Labour Relations Law, if this contract is terminated due to revocation of the employment permit based on the reasons specified in paragraph 2 of Article 13 of the Law for the Employment of Non-resident Workers.

2. The compensation shall be paid by public funds if the revocation is justified by plausible reasons of public interest specified in paragraph 1 of Article 13 of the Law for the Employment of Non-resident Workers.

[Space for signature of Party A and
Party B as in identity document]

Party A

Party B

Article 23

Expiry of the contract

1. This contract shall expire upon the date specified in Article 3 of this contract and shall not convert into an indefinite contract.

2. If there is an employment permit, this contract may be renewed by a written statement of both parties.

Article 24

Repatriation to place of habitual residence

Party A shall be responsible for Party B's cost for returning to the place of habitual residence, irrespective of the reasons for discontinuation of the labour relation.

Article 25

Commencement of work

Party B may commence working in the Macao SAR only after obtaining a non-resident worker's stay permit issued by the Public Security Police Force of the Macao SAR.

Article 26

Other unspecified matters

Any matters not specified in this contract shall be governed by the current labour legislation of the Macao SAR.

Article 27

Final provision

This contract shall be made in duplicate, with one copy to be kept by each party.

[Date of Signature (day/month/year)]

Name and Signature of
Party A / Legal Representative

Name and Signature of Party B

References:

- (1) Article 24 of Law no. 21/2009 “Law for the Employment of Non-resident Workers”
- (2) Paragraphs 1 and 3 of Article 3 of Law No. 11/2019 “Amendments to Law No. 7/2015 (Minimum Wage for Cleaning and Security Employees in the Property Management Services)”:
 - The monthly minimum wage is MOP 6,656;
 - The minimum wage amount excludes overtime remuneration, 13th month pay, other periodic benefits of a similar nature, the accommodation allowance specified in paragraph B of Article 6 of this contract sample, and the cost for returning to place of habitual residence specified in Article 24;
 - The basic wage amount 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)
- (3) Article 62 of Law no. 7/2008 “Labour Relations Law”
- (4) Article 27 of Law no. 21/2009 “Law for the Employment of Non-resident Workers”
- (5) Article 26 of Law no. 21/2009 “Law for the Employment of Non-resident Workers” and Chief Executive’s Dispatch no. 88/2010
- (6) Article 23 of Law no. 21/2009 “Law for the Employment of Non-resident Workers” and Article 33 of Law no. 7/2008 “Labour Relations Law”
- (7) Articles 36, 37, 39 and 41 of Law no. 7/2008 “Labour Relations Law” and paragraph 3 of Article 3 of 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 shall not be lower than five sixths of the minimum wage amount, so the basic wage amount used to calculate the additional remuneration of overtime work/night work/shift work cannot be lower than MOP 5,546.7.
- (8) Article 18 of Law no. 7/2008 “Labour Relations Law”
- (9) Article 43 of Law no. 7/2008 “Labour Relations Law”
- (10) Article 45 of Law no. 7/2008 “Labour Relations Law”
- (11) Article 46 of Law no. 7/2008 “Labour Relations Law”
- (12) Article 54 of Law no. 7/2008 “Labour Relations Law”
- (13) Article 53 of Law no. 7/2008 “Labour Relations Law”
- (14) Article 72 of Law no. 7/2008 “Labour Relations Law”

Remarks:

This contract sample shall only applicable to a labour contract concluded with a non-resident worker. Terms and conditions and contents of this sample are subject to verification based on the specific nature and agreements made between both parties. This sample is for reference only, and any disputes between both parties shall be resolved according to Law no. 21/2009 “Law for the

Employment of Non-resident Workers”, Law no. 7/2008 “Labour Relations Law” and Law No. 11/2019 “Amendments to Law No. 7/2015 (Minimum Wage for Cleaning and Security Employees in the Property Management Services)”.