

## **Contract of Minor aged sixteen or over**

### **Sample**

#### **Remarks:**

1) This sample shall apply to labour contracts made between an employer and a minor aged sixteen or over.

2) Prior to conclusion of contract with a minor aged sixteen or over, employer shall obtain proof of medical certificate indicating adequate mental and physical capabilities of minor to perform functions and written authorisation from his/her legal representative (e.g. parent or guardian).

3) Terms and conditions and contents of this sample contract 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.5/2020 (Minimum Wage for Employees).

4) Except when minor works for public or private entities during school summer holidays, employer must notify Labour Affairs Bureau of conclusion of labour contract with a minor by submitting copy of contract within fifteen days of date of its conclusion, accompanied by copy of medical certificate attesting minor's physical and mental fitness to perform his/her functions (if work performed by minor is on list of occupations with restricted conditions approved by dispatch of Chief Executive, employer shall not only submit foregoing documents but assessment of nature, extent and duration of risk exposure at work).

5) 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.5/2020 (Minimum Wage for Employees).

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

**Information of employer and employee:**

Employer

Name of Company: \_\_\_\_\_ (hereinafter referred to as 'Party A')

Office Address: \_\_\_\_\_

Company Telephone No.: \_\_\_\_\_ Company Fax No.: \_\_\_\_\_

Mobile No.: \_\_\_\_\_ Email Address: \_\_\_\_\_

Employee

Name: \_\_\_\_\_ (hereinafter referred to as 'Party B')

Sex: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Macao I.D. No.: \_\_\_\_\_

Resident Address: \_\_\_\_\_

Home Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Mobile No.: \_\_\_\_\_ Email Address: \_\_\_\_\_

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

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<sup>1</sup> This contract shall not be construed to reduce or eliminate working conditions which exist prior to date of its entry into force if those working conditions are more favourable to Party B. However, if there are any unclear stipulations, practices and agreements concluded (either verbally or in writing) regarding labour relations made prior to enforcement date (i.e. January 1, 2009) of Law No. 7/2008 (Labour Relations Law), 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)**

1) This contract becomes effective upon \_\_\_\_\_(day/month/year), with labour relations established between Party A and Party B. However, should labour relations have been established between Party A and Party B prior to the enforcement of this contract, they shall abide by the stipulation of Paragraph 2 hereunder.

2) Party A and Party B confirm that their labour relations have already been established on \_\_\_\_\_(day/month/year), and that labour relations established prior to enforcement date (i.e. January 1, 2009) of Law No. 7/2008 (Labour Relations Law) shall be governed by the stipulations of Article 93 (Application in Time) of the law mentioned above.

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

1) Party A employs Party B to undertake the post of \_\_\_\_\_<sup>2</sup>, the job nature of which is to \_\_\_\_\_.  
Party A is obliged to provide Party B with working conditions suitable to his/her age; particularly to prevent any situation affecting his/her education or endangering his/her safety, health, and physical and mental development. Party A is also obliged to promote vocational training for Party B and, if insufficient resources, to request co-operation of Labour Affairs Bureau for this purpose.

2) The workplace of Party B is located at \_\_\_\_\_  
\_\_\_\_\_.

**Article 3**  
**(Basic Remuneration)**

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<sup>2</sup> If work performed by Party B is on list of occupations with restricted conditions approved by dispatch of Chief Executive, Party A must, prior to commencement of labour relations, conduct an assessment of nature, extent and duration of risk exposure at work (paragraph 2 of Article 28 of Labour Relations Law); also, Party A shall not arrange Party B to perform following kinds of work: a) Domestic work; b) Overtime work; c) Work during the period from 9:00 pm to 7:00 am of the following day; d) Work at places where admission is forbidden to persons under eighteen; e) Work on list of prohibited occupations for minors, approved by dispatch of Chief Executive (Article 29 of Labour Relations Law).

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

1) Party B is entitled to receive a basic remuneration on a \_\_\_\_\_ basis<sup>3</sup> for the work performed, in the amount of MOP \_\_\_\_\_<sup>4</sup>.

(Basic remuneration mentioned above comprises a basic wage in the amount of MOP \_\_\_\_\_ and an allowance of MOP \_\_\_\_\_<sup>5</sup>).<sup>6</sup>

2) Remuneration should be paid by Party A<sup>7</sup> a) in cash at the workplace<sup>8</sup> /or b) by deposit into the account of Party B in a banking institution in Macao SAR<sup>9</sup>. Party A is obliged to give Party B a pay slip<sup>10</sup>.

#### **Article 4** **(Normal Working Hours)**

Normal working hours of Party B are \_\_\_\_\_ hours a day<sup>11</sup> and \_\_\_\_\_ hours per week<sup>12</sup>. Daily working hours shall be subject to mutual agreement between Party A and Party B based on the following (please tick appropriate box):

- A. From \_\_\_\_\_ hours \_\_\_\_\_ minutes to \_\_\_\_\_ hours \_\_\_\_\_ minutes<sup>13</sup>;
- B. Shift work excluding the period from 9:00 p.m. to 7:00 a.m. of the

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<sup>3</sup> Basic remuneration is subject to mutual agreement between Party A and Party B, payable by monthly, weekly, daily, hourly basis, actual work performed (e.g. paid by hour); in absence of express agreement between parties, basic remuneration shall be calculated on a monthly basis in accordance with law (paragraph 4 of Article 59 of Labour Relations Law).

<sup>4</sup> According to Article 3 and paragraph 1 of Article 4 of the Minimum Wage for Employees, the minimum wage amount is MOP7,072 a month, MOP 1,632 a week, MOP 272 a day, MOP 34 an hour and an average of MOP 34 an hour for calculation based on actual output (e.g. unit of work); such amount excludes overtime remuneration, additional remuneration for night work or shift work, 13<sup>th</sup> month pay or other periodic benefits of a similar nature.

<sup>5</sup> Food allowance, family allowance, subsidies and commissions involved in exercise of functions and so forth are subject to mutual agreement between parties; if such are paid on a regular basis, they shall be included in basic remuneration payable to Party B (paragraph 1 of Article 59 of Labour Relations Law).

<sup>6</sup> Remuneration shall be paid in MOP, the legal tender of the Macao Special Administrative Region (SAR) (paragraph 4 of Article 63 of Labour Relations Law).

<sup>7</sup> Select only one option from two provided.

<sup>8</sup> Party A and Party B may agree that remuneration shall be paid in a place other than workplace, without prejudice to provisions in paragraphs 2, 3 and 5 of Article 63 of Labour Relations Law.

<sup>9</sup> Payment of remuneration may be made by cash, by deposit into account of Party B in a banking institution in Macao SAR or by cheque of a banking institution in Macao SAR, unless such methods involve serious difficulties for Party B in receiving payment (paragraph 5 of Article 63 of Labour Relations Law).

<sup>10</sup> Pay slip shall contain following information: i) identification of Party A; ii) name of Party B and position; iii) number of beneficiary of Social Security Fund or any other numbers accorded to Party B under law; iv) period to which remuneration corresponds; v) detailed items of remuneration; vi) deductions; vii) net receivables (paragraph 6 of Article 63 of Labour Relations Law), or refer to 'Pay Slip (Sample)'.

<sup>11</sup> Normal working hours shall not exceed eight hours a day (paragraph 1 of Article 33), unless otherwise agreed by Party A and Party B (paragraph 2 of Article 33).

<sup>12</sup> Normal working hours shall not exceed forty-eight hours per week (paragraph 1 of Article 33).

<sup>13</sup> Such working period excludes the period from 9:00 p.m. to 7:00 a.m. of the following day (subparagraph 3 of Article 29).

following day.

## **Article 5 (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 ninety days from effective date of this contract;
- B. 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 \_\_\_\_\_<sup>14</sup> days shall be given to Party B; if Party B terminates this contract, a previous notice of \_\_\_\_\_<sup>15</sup> days shall be given to Party A.

## **Article 6 (Weekly Rest Day)**

1) Party B shall be entitled to a rest period of \_\_\_\_\_<sup>16</sup> per week, with such period arranged by Party A at least three days in advance.

2) Under the circumstances specified in law<sup>17</sup>, Party A may arrange Party B to work on rest days, irrespective of his/her consent, with Party B entitled to \_\_\_\_\_

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<sup>14</sup> 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 (subparagraph 1 of paragraph 5 of Article 18 and subparagraph 1 of paragraph 3 of Article 72).

<sup>15</sup> 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 rescission per initiative of Party B (subparagraph 1 of paragraph 5 of Article 18 and subparagraph 1 of paragraph 3 of Article 72).

<sup>16</sup> 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.

<sup>17</sup> Circumstances specified in law refer to those specified in paragraph 1 of Article 43 of of Labour Relations Law.

day(s)<sup>18</sup> as compensatory rest, to be designated by Party A within thirty days following the performance of work, as well as<sup>19</sup>:

a) \_\_\_\_\_ day(s)<sup>20</sup> additional basic remuneration or \_\_\_\_\_ day(s)<sup>21</sup> of compensatory rest<sup>22</sup> within thirty days for employees paid monthly;

b) \_\_\_\_\_ day(s)<sup>23</sup> additional basic remuneration or \_\_\_\_\_ day(s)<sup>24</sup> of compensatory rest<sup>25</sup> within thirty days in addition to normal remuneration for employees paid by actual time worked (e.g. paid by hour).

3) If Party B voluntarily requests<sup>26</sup> to work on a weekly rest day, he/she shall be entitled to \_\_\_\_\_ day(s)<sup>27</sup> of compensatory rest, to be designated by Party A within thirty days following performance of work; if Party B does not enjoy the compensatory day of rest provided, he/she shall be entitled to<sup>28</sup>:

a) \_\_\_\_\_ day(s)<sup>29</sup> additional basic remuneration for employees paid monthly;

b) \_\_\_\_\_ day(s)<sup>30</sup> additional basic remuneration in addition to normal remuneration for employees paid by actual time worked (e.g. paid by hour).

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<sup>31</sup>.

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<sup>18</sup> Compensatory rest specified in law shall be one day (paragraph 2 of Article 43 of of Labour Relations Law).

<sup>19</sup> Based on calculation of basic remuneration agreed by two parties, select one appropriate from two options provided.

<sup>20</sup> Additionally compensatory basic remuneration specified in law shall be one day (subparagraph 1 of paragraph 2 of Article 43 of Labour Relations Law).

<sup>21</sup> Additionally compensatory rest specified in law shall be one day (subparagraph 1 of paragraph 2 of Article 43 of Labour Relations Law).

<sup>22</sup> If the specific date of the compensatory rest is designated by Party A, such date must be designated at least three days in advance (paragraph 7 of Article 43 of Labour Relations Law).

<sup>23</sup> Additionally compensatory basic remuneration specified in law shall be one day (subparagraph 2 of paragraph 2 of Article 43 of Labour Relations Law).

<sup>24</sup> Additionally compensatory rest specified in law shall be one day (subparagraph 2 of paragraph 2 of Article 43 of Labour Relations Law)

<sup>25</sup> If the specific date of the compensatory rest is designated by Party A, such date must be designated at least three days in advance (paragraph 7 of Article 43 of Labour Relations Law)

<sup>26</sup> A record must attest voluntary nature of work performed on a weekly rest day by Party B (paragraph 6 of Article 43 of Labour Relations Law); please also refer to 'Agreement on Work on Weekly Rest Day (Sample)'.

<sup>27</sup> Compensatory rest specified in law shall be one day (paragraph 4 of Article 43 of Labour Relations Law).

<sup>28</sup> Based on calculation of basic remuneration agreed by two parties, select one appropriate from two options provided.

<sup>29</sup> Additional basic remuneration specified in law shall be one day (subparagraph 1 of paragraph 5 of Article 43 of Labour Relations Law).

<sup>30</sup> Additional basic remuneration specified in law shall be one day (subparagraph 2 of paragraph 5 of Article 43 of Labour Relations Law).

<sup>31</sup> Paragraph 8 of Article 43 of Labour Relations Law.

## **Article 7** **(Mandatory Holidays)**

1) Party B shall be permitted to suspend performance of work on mandatory holidays of ten days<sup>32</sup>, without loss of basic remuneration<sup>33</sup>.

2) Under the circumstances specified in law<sup>34</sup>, 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)<sup>35</sup> of compensatory rest, to be designated by Party A within three months following performance of work, as well as<sup>36</sup>:

a) \_\_\_\_ day(s)<sup>37</sup> additional basic remuneration or \_\_\_\_ day(s)<sup>38</sup> of compensatory rest<sup>39</sup> within three months for employees paid monthly;

b) \_\_\_\_ day(s)<sup>40</sup> additional basic remuneration or \_\_\_\_ day(s)<sup>41</sup> of compensatory rest<sup>42</sup> within three months in addition to normal remuneration for employees paid by actual time worked (e.g. paid by hour).

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<sup>43</sup>.

## **Article 8** **(The Weekly Rest Day Overlaps with the Mandatory Holiday)**

If Party B's weekly rest day overlaps with the mandatory holiday, the

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<sup>32</sup> Mandatory holidays refer to days listed in paragraph 1 of Article 44 of Labour Relations Law.

<sup>33</sup> Basic remuneration payable according to regulations specified in paragraphs 2 and 3 of Article 44 of Labour Relations Law.

<sup>34</sup> Circumstances specified in law refer to those specified in paragraph 1 of Article 45 of Labour Relations Law.

<sup>35</sup> Compensatory rest specified in law shall be one day, which can be substituted by one day's basic remuneration if agreed by two parties (paragraph 2 of Article 45 of Labour Relations Law).

<sup>36</sup> Based on calculation of basic remuneration agreed by two parties, select one appropriate from two options provided.

<sup>37</sup> Additionally compensatory basic remuneration specified in law shall be one day (subparagraph 1 of paragraph 2 of Article 45 of Labour Relations Law).

<sup>38</sup> Additionally compensatory rest specified in law shall be one day (subparagraph 1 of paragraph 2 of Article 45 of Labour Relations Law).

<sup>39</sup> If the specific date of the compensatory rest is designated by Party A, such date must be designated at least three days in advance (paragraph 4 of Article 45 of Labour Relations Law).

<sup>40</sup> Additionally compensatory basic remuneration specified in law shall be one day (subparagraph 2 of paragraph 2 of Article 45 of Labour Relations Law).

<sup>41</sup> Additionally compensatory rest specified in law shall be one day (subparagraph 2 of paragraph 2 of Article 45 of Labour Relations Law).

<sup>42</sup> If the specific date of the compensatory rest is designated by Party A, such date must be designated at least three days in advance (paragraph 4 of Article 45 of Labour Relations Law).

<sup>43</sup> Paragraph 5 of Article 45 of Labour Relations Law.

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<sup>44</sup> within the following thirty days.

**Article 9**  
**(Annual Leave)**

Party B shall be entitled to \_\_\_\_\_ working days<sup>45</sup> 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 10**  
**(Shift Work between 7:00 a.m. and 9:00 p.m.)<sup>46</sup>**

If work performed by Party B is not in accordance with a fixed schedule and at different times, Party A and Party B shall choose one of the following options for settlement (please tick appropriate box):

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

– B. Party B sometimes performs a work schedule that includes shift work, and is entitled to receive remuneration for shift work (the amount shall be equivalent to the normal remuneration for work performed plus \_\_\_\_\_% <sup>47</sup> increase in remuneration). However, if Party B has already received remuneration for shift work, and the amount is equal to or exceeds ten percent of his/her basic remuneration, then when Party B performs work on a mandatory holiday in the same month, he/she shall not have the right to receive additional payment as compensation, but is entitled to enjoy a paid compensatory rest within thirty days after such work has been performed.

**Article 11**  
**(Protection of Health)**

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<sup>44</sup> Article 42-A of Labour Relations Law.

<sup>45</sup> Minimum annual leave specified in law shall be six working days (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)'.

<sup>46</sup> This article can be deleted if shift work not included.

<sup>47</sup> Percentage of increase specified in law shall be ten percent (paragraph 1 of Article 41 of Labour Relations Law).

1) Party A is responsible for arranging, at his/her own expense, annual medical examinations for Party B to certify that Party B has adequate physical and psychological health to perform his/her work, as well as preventing harm to his/her health and physical and mental development.

2) If the medical examination is not conducted at Labour Affairs Bureau, Party A shall send results to Labour Affairs Bureau within fifteen days of date on which Party B completes one year of work.

## **Article 12**

### **(Absence for Sickness or Accident Not Arising from Work)**

On completion of probationary period, Party B shall be entitled to \_\_\_\_\_ days<sup>48</sup> of paid absence for sickness or accident in each calendar year.

## **Article 13**

### **(Previous Notice for Rescission without Just Cause)**

1) Either Party A or Party B may rescind the labour 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)<sup>49</sup> shall be given to Party B;

b) If Party B rescinds this contract, a previous notice of \_\_\_\_\_ day(s)<sup>50</sup> shall be given to Party A.

## **Article 14**

### **(Compensation for Rescission without Just Cause)**

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<sup>48</sup> Number of days specified in law shall be six, and stipulations of Article 53 of Labour Relations Law shall be abided by.

<sup>49</sup> 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 (subparagraph 1 of paragraph 3 of Article 72 of Labour Relations Law).

<sup>50</sup> 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 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 (subparagraph 2 of paragraph 3 of Article 72 of Labour Relations Law).

If Party A rescinds this contract, irrespective of just cause, Party B shall be entitled to compensation specified in paragraph 1 of Article 70<sup>51</sup> of Labour Relations Law.

### **Article 15**

#### **(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 16**

#### **(Other Specifications)<sup>52</sup>**

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### **Article 17**

#### **(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.

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<sup>51</sup> Article stipulates amount of compensation shall be equivalent to minimum of seven to twenty days of basic remuneration per year of service, calculated according to length of service of the employee. Length of service of Party B in calendar year in which labour relation is terminated shall be calculated by months, in the proportion of one-twelfth for each month or period of less than a month but more than fifteen days (paragraph 2 of Article 70 of Labour Relations Law). Maximum amount of compensation limited to twelve times basic remuneration of Party B in month of termination of contract, irrespective of duration of labour relation (paragraph 3 of Article 70 of Labour Relations Law). For purposes of preceding regulations, maximum amount of basic monthly remuneration used to calculate compensation is MOP 21,000 (twenty-one thousand patacas), unless a higher value has been agreed upon between Party A and Party B (paragraph 4 of Article 70 of Labour Relations Law).

<sup>52</sup> Working conditions agreed by Party A and Party B shall be recorded in space provided. However, such working conditions shall by no means be less favourable to Party B than those stipulated in the Labour Relations Law and the Minimum Wage for Employees, 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'.

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 18**  
**(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 or his/her representative:  
Name \_\_\_\_\_  
Position \_\_\_\_\_

Party B:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Signature and Stamp)  
Date: \_\_\_\_\_  
(day/month/year)

(Signature)  
Date: \_\_\_\_\_  
(day/month/year)