

Labour Contract for Non-resident Workers (Sample)

This labour contract is concluded between

[Name of the employer/employer's legal representative]⁽¹⁾, 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 'First Party', and

[Name of the employee]⁽¹⁾, 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 'Second Party',

and governed by the following clauses:

Clause 1

General principle

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

Clause 2

Object of the contract

The First Party, as the employer, accepts the provision of service by the Second Party who, under the authority and direction of the First Party, will perform the position of _____.⁽¹⁾

Clause 3

Duration and effective date of the contract

This contract is valid for **[duration of the contract]**⁽²⁾ and shall become effective on **[day/month/year]**⁽¹⁾.

Clause 4

Workplace

The workplace of the Second Party is located at **[Street, No., Building, Block,**

Floor, Flat, Macao/Taipa/Coloane ⁽¹⁾.

Clause 5

Remuneration

The Second Party will receive a monthly basic remuneration of MOP _____ (amount in words) to be deposited on **[date]** ⁽³⁾ of each month to the account of the Second Party at **[banking institution]** ⁽⁴⁾ in the Macao Special Administrative Region (Macao SAR).

Clause 6

Accommodation

The Second Party will be guaranteed accommodation through [please choose 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 housing allowance of MOP _____ ⁽⁵⁾ (amount in words).

Clause 7

Normal working hours and schedule

The normal working hours of the Second Party are _____ ⁽⁶⁾ hours per day and _____ ⁽⁶⁾ hours per week, with working time from _____ to _____ ⁽⁶⁾ and a break of _____ ⁽⁶⁾ minutes for meals and rest.

Clause 8

Weekly rest

The Second Party shall be entitled to a paid rest period of 24 consecutive hours per week, to be arranged and informed by the First Party three days in advance at least.

Clause 9

Annual leave

The Second Party shall be entitled to paid annual leave of _____ ⁽⁷⁾ days after completing one year of work and the date shall be agreed upon by both parties.

Clause 10

Mandatory holidays

The Second Party is exempted from providing work on the 10 days of mandatory

holidays specified in paragraph 1 of Article 44 of the Labour Relations Law, without loss of remuneration.

Clause 11

Maternity leave

The Second Party is entitled to _____⁽⁸⁾ days of maternity leave, of which 49 days must be taken immediately after the childbirth, and the remaining days can be taken, wholly or partially, before or after the childbirth at the discretion of the Second Party, and if the Second Party intends to take part of the maternity leave prior to the childbirth, she must notify the First Party of this intention five days in advance at least.

Clause 12

Assistance in work accidents and occupational diseases

The First Party shall ensure that assistance is given to the Second Party 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.

Clause 13

Repatriation to place of habitual residence

The First Party shall be responsible for the repatriation cost of the Second Party to the place of habitual residence, regardless of the reason for discontinuation of the labour relation.

Clause 14

Absence from work

1. The unjustified absences by the Second Party entitle the First Party to deduct the amount corresponding to those days from the monthly remuneration of the Second Party.

2. After completing the probationary period, the Second Party shall be entitled to _____⁽⁹⁾ days of paid absence due to sickness or accidents in each calendar year.

Clause 15

Rescission with just cause and notification

1. In the event of rescission with just cause, the initiating party does not need to give prior notice to the other party to terminate the labour relation.

2. The initiating party must give the other party a written notice of the decision

to rescind the labour relation within thirty days after knowledge of the relevant fact, summarily describing the facts imputable to the other party.

Clause 16

Rescission with just cause and compensation

1. The Second Party has no right to compensation when the First Party terminates this contract with just cause.

2. If this contract is terminated with just cause by the Second Party, this Party shall be entitled to a compensation calculated under paragraph 6 of Article 70 of the Labour Relations Law.

Clause 17

Prior notice for rescission without just cause

Either party may terminate this contract without just cause before its term, but the initiating party shall comply with the following:

- a) A prior notice of _____⁽¹⁰⁾ days shall be given to the Second Party when the First Party rescinds this contract;
- b) A prior notice of _____⁽¹⁰⁾ days shall be given to the First Party when the Second Party rescinds this contract.

Clause 18

Rescission without just cause and compensation

If the First Party terminates this contract without just cause before its term, the Second Party shall be entitled to receive a compensation calculated according to the period between the date of termination and the expiry day of this contract, equivalent to three days of the basic remuneration for each period equal to or lower than a month.

Clause 19

Termination of the contract due to revocation of the permit

1. The Second Party shall be entitled to receive a compensation from the First Party, calculated under paragraph 6 of Article 70 of the Labour Relations Law, when this contract is terminated due to the revocation of the employment permit based on the reasons specified in paragraph 2 of Article 13 of Law No. 21/2009.

2. The compensation shall be paid by public funds when the revocation is justified by plausible reasons of public interest specified in paragraph 1 of Article 13 of Law No. 21/2009.

Clause 20

Expiry of the contract

1. This contract shall expire at the end of the duration specified in Clause 3 and shall not convert into an indefinite contract.
2. If an employment permit exists, this contract may be renewed by a written statement of both parties.

Clause 21

Commencement of work

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

Clause 22

Other unspecified matters

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

Clause 23

Final provision

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

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

Signature of the First Party / Legal
Representative as in identity document

Signature of the Second Party as in
identity document

References:

- (1) Article 23 of Law No. 21/2009 “Law for the Employment of Non-resident Workers”
- (2) Article 24 of Law No. 21/2009 “Law for the Employment of Non-resident Workers”
- (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) Article 46 of Law No. 7/2008 “Labour Relations Law”
- (8) Article 54 of Law No. 7/2008 “Labour Relations Law”
- (9) Article 53 of Law No. 7/2008 “Labour Relations Law”
- (10) Article 72 of Law No. 7/2008 “Labour Relations Law”

Remarks:

This contract sample is only applicable to labour contracts concluded with non-resident workers. The addition or deletion of clauses or contents of this sample are allowed 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” and Law No. 7/2008 “Labour Relations Law”.