



CONDITIONS OF EMPLOYMENT FOR FOREIGN DOMESTIC HELPERS

A General Guide to the Helper

**Immigration Department
The Government of the Hong Kong
Special Administrative Region**

This guide, in the form of simple questions and answers, provides a brief description of the conditions of employment for foreign domestic helpers. It is not a full exposition of the subject matter. For further information, please refer to the Guidebook for the Employment of Domestic Helpers from Abroad [ID(E)969] and the standard Employment Contract [ID407] obtainable from the Immigration Department. Information on the Employment Ordinance (Chapter 57, Laws of Hong Kong) is also obtainable from the Labour Relations Division of the Labour Department. The addresses of their branch offices are listed in the Appendix.

If you need advice on individual cases, you may address your enquiries to :

Information and Liaison Section

Immigration Department

2/F Immigration Tower

7 Gloucester Road

Wanchai

Telephone Enquiry : 2824 6111

Fax : 2877 7711

OR

Labour Relations Division

Labour Department

(Addresses of branch offices are at the Appendix)

Telephone Enquiry : 2717 1771

1. I understand that the wage rates for foreign domestic helpers (FDH) are subject to regular review. Would this benefit me if I am already in Hong Kong on a valid contract?

No, the employer is not obliged to revise your wages if you are already on a valid contract. The revision will only affect contracts attested after the date of announcement.

2. What is the current minimum allowable wage (MAW) for FDH in Hong Kong?

The MAW is subject to periodic reviews by the Labour and Welfare Bureau; and public announcement will be made by them when there is a change or when they decide to maintain the wage level. For information on the prevailing MAW, you may refer to Chapter 3 of the “Practical Guide for Employment of Foreign Domestic Helpers – What Foreign Domestic Helpers and Their Employers Should Know” provided by the Labour Relations Promotion Unit of the Labour Department at the following address: <http://www.labour.gov.hk/>.

3. What immigration rules apply to me as an FDH?

You are only allowed to work for a specific employer under a specific contract, and you are normally permitted to remain in Hong Kong for two years or for two weeks after termination of the contract, whichever is the earlier. If your contract is terminated, you must leave Hong Kong within two weeks of termination unless exceptional approval is granted for you to remain beyond this period.

4. What are my legal responsibilities?

Your legal responsibilities are governed by the employment contract and the laws of Hong Kong. In broad terms, you should observe the terms of the contract. You are not allowed to take up part-time work or to change employment without the permission of the Director of Immigration. In the event of the termination of the contract, you should inform the Immigration Department in writing.

5. How am I covered for accidents and illnesses?

Under the Employees’ Compensation Ordinance, your employer is required to take out an insurance policy for you to cover accidents arising out of and in the course of employment. Under Clause 9(a) of the contract, the employer shall also provide free medical treatment to you when you are ill or suffer personal injury, whether or not it is attributable to your employment.

6. Who would pay for my passage to Hong Kong?

Under Clause 7 of the contract, your employer is responsible for such expenses.

7. Can my employer require me to work in an address other than the address specified in the contract or in another household or in other kinds of employment?

No. You are only allowed to perform domestic duties for a specific employer at the address as specified in the employment contract. Otherwise, you are acting in contravention of the conditions of stay governing your entry to Hong Kong for employment.

8. Can I take up any part-time employment?

No.

9. Can I perform duties of driving of a motor vehicle which are incidental to and arising from domestic duties?

No, unless your employer has obtained special permission from the Director of Immigration for performance of driving duties by FDH.

10. What should I do in the events that my employer does not observe the terms of the contract?

You should lodge a complaint with the Labour Department and the Immigration Department and seek their assistance.

11. What should I do if I am abused by my employer or his family?

You should report the incident to the Labour Department and the Immigration Department. Complaints on abuses of a criminal nature should be reported to the Hong Kong Police. You should also inform your Consulate in Hong Kong.

12. If I complete my contract in full, can I take out a new contract in Hong Kong either with the same or a different employer?

Yes, provided you do so within eight weeks (for contract renewal with the same employer) or four weeks (for change of employer) prior to the expiry of your existing contract and submit the application to the Immigration Department. You will normally be required to take a home leave before returning to Hong Kong to start a new contract. If circumstances do not permit you to take the home leave immediately upon expiry of the old contract, subject to the mutual agreement with your employer, you may apply for an extension of stay to defer the home leave.

13. If I terminate my contract before it has run its course, will I be allowed to submit another one in Hong Kong?

No, you will not be allowed to change employment in Hong Kong save in exceptional circumstances (e.g. when the previous employer is unable to continue with the contract because of external transfer, migration, death or financial reasons; or there is evidence that the domestic helper has been abused or exploited). If you wish to take up employment with a new employer, you must return to your place of origin and apply for the appropriate visa directly to the Director of Immigration either by post or through your new employer.

14. What would happen to an FDH who is found to have breached his/her condition of stay or violated the laws of Hong Kong?

He/she will be liable to prosecution and removal from Hong Kong. A person so removed will not be allowed to come to Hong Kong again to work as a domestic helper.

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Appendix

Offices of the Labour Relations Division of the Labour Department:

HONG KONG

Hong Kong East

34/F, Revenue Tower
5 Gloucester Road
Wan Chai, Hong Kong

Hong Kong West

3/F, Western Magistracy Building
2A Pokfulam Road,
Hong Kong

KOWLOON

Kwun Tong

6/F, Kowloon East Government Offices,
12 Lei Yue Mun Road
Kwun Tong, Kowloon

Kowloon East

UGF, Trade and Industry Tower,
3 Concorde Road, Kowloon

Kowloon South

2/F, Mongkok Government Offices
30 Luen Wan Street
Mongkok, Kowloon

Kowloon West

Room 1009, 10/F
Cheung Sha Wan Government Offices
303 Cheung Sha Wan Road, Kowloon

NEW TERRITORIES

Kwai Chung

6/F, Kwai Hing Government Offices
166-174 Hing Fong Road
Kwai Chung, New Territories

Tuen Mun

Unit 2, East Wing, 22/F
Tuen Mun Central Square
22 Hoi Wing Road
Tuen Mun, New Territories

Shatin & Tai Po

Rooms 304-313,
3/F, Sha Tin Government Offices
1 Sheung Wo Che Road
Sha Tin, New Territories

Tsuen Wan

5/F, Tsuen Wan Government Offices
38 Sai Lau Kok Road
Tsuen Wan, New Territories