



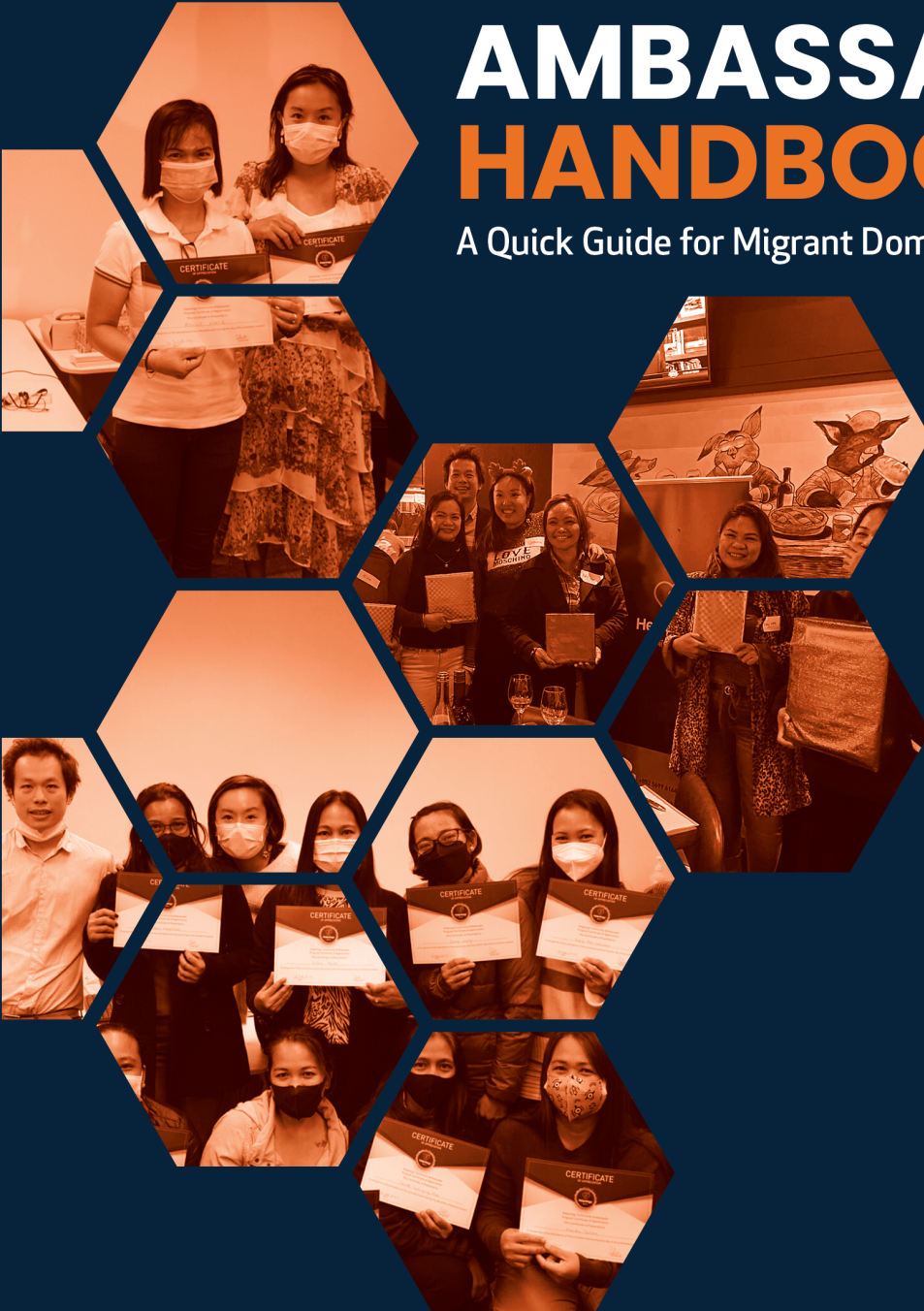
Helpology
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平等機會委員會
EQUAL OPPORTUNITIES COMMISSION

HELPOLOGY AMBASSADOR HANDBOOK

A Quick Guide for Migrant Domestic Workers



This handbook is funded by the Equal Opportunities Commission.

FOREWORD

Creating a pluralistic and inclusive society where there is no barrier to equal opportunities is important as it ensures every individual to be treated with respect and dignity, regardless of their sex, disability, family status and race. Migrant domestic workers are one of the most vulnerable groups in our community given the fact that they always face challenges concerning their employment and access to services and facilities in daily life. Migrant domestic workers are employees, just like everyone else with a job. The law recognises this, with the anti-discrimination ordinances, Employment Ordinance and labour laws being applicable to migrant domestic workers and their employers. As they are not familiar with Hong Kong's context, many of them have a vague awareness of their legal protections and where they can seek professional help in case of violation of their entitled rights. Greater supports from our community are vital to them.

Through the Community Participation Funding Programme on Equal Opportunities, the Equal Opportunities Commission (EOC) has supported over 1,200 projects carried out by non-governmental organisations (NGOs), community groups, and schools in the past 26 years to promote public understanding of equal opportunities and the principles and applications of the Sex Discrimination Ordinance, the Disability Discrimination Ordinance, the Family Status Discrimination Ordinance and the Race Discrimination Ordinance. It is hoped that the funded projects would foster non-discriminatory attitudes and encourage members of the public to put aside their prejudices, and support and apply the principles of equal opportunities in everyday life.

Organised by Helpology, "Helpology Ambassador Programme" is a funded project under the Funding Programme. By attending free training sessions and workshops in the Ambassador Programme, migrant domestic helpers are empowered to be Helpology Ambassadors who will further contribute to spreading legal awareness and understanding in the domestic worker community. As a conclusion of this meaningful project, Helpology publishes

this Handbook which will act as a handy guide for migrant domestic helpers as well as others who are interested in knowing more about this topic.

This Handbook as a significant deliverable of the project covers the content of the four anti-discrimination ordinances as well as the Employment Ordinance. The Handbook takes a practical approach to providing legal tips by answering a number of questions related to the common challenges migrant domestic helpers usually face in reality. An overview of the community resources is available at the end of this Handbook to ensure the readers can know where they may access professional assistance from the relevant government departments and statutory bodies.

Creating an inclusive society requires sustained efforts over an extensive period of time. I hope this Handbook not only acts as a guide for migrant domestic workers, but also serves as a call to action for all of us to value diversity and embrace differences in society. In closing, I would like to extend my sincere gratitude to all those who have contributed to this Handbook, and the ambassadors who are passionate about further sharing the messages of equal opportunities.

Mr Ricky CHU Man-kin, IDS
Chairperson
Equal Opportunities Commission

April 2023

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1. INTRODUCTION

Helpology aims to empower migrant domestic workers in Hong Kong by raising awareness on workers' legal and contractual rights and assisting them in gaining access to justice. To achieve this, we offer training to cohorts of domestic workers who will serve as Helpology ambassadors ("Ambassadors") and help empower their peers by providing them with necessary support.

This Handbook provides a general guide for Ambassadors on how to offer support to other domestic workers, who are facing challenges concerning their employment and other matters relating to their stay in Hong Kong.

2. HELPOLOGY AMBASSADORS

Your role as a Helpology Ambassador

- Gaining adequate knowledge and understanding of the rights of domestic workers in Hong Kong and sharing them with other domestic workers who may have limited access to such information that they need to protect their rights.
- Identifying and understanding issues generally faced by domestic workers in Hong Kong so that possible solutions could be considered and steps taken to try to address those issues.
- Providing guidance to domestic workers who are facing problems concerning their employment and other matters relating to their stay in Hong Kong, and referring them to Helpology for further assistance.
- Serving as a bridge between the domestic worker community and Helpology to maximise Helpology's capacity to provide support and assistance to those in need.

3. LEGAL RIGHTS AND ENTITLEMENTS OF DOMESTIC WORKERS

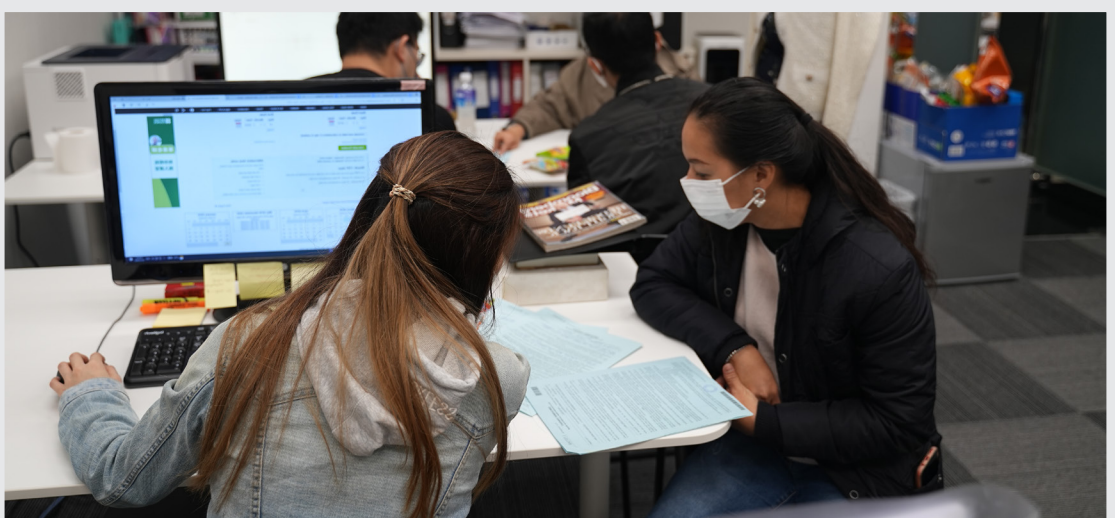
In this and the following sections, we tackle questions frequently asked by domestic workers, explain the relevant laws, and offer practical tips to address the issues raised.

(I) EXPRESS AND IMPLIED TERMS OF THE EMPLOYMENT CONTRACT

Q: What am I entitled to as a domestic worker under the terms of my employment contract and the provisions of the Hong Kong Employment Ordinance?

A: The employment contract consists of expressed and implied terms. The expressed terms are those that are clearly written in the contract. They include, among others, the amount of your monthly wages, which should not be less than the minimum allowable wage, provision by the employer of free food or food allowance, suitable and furnished accommodation, free passage from your place of origin to Hong Kong and from Hong Kong to your place of origin, travel allowance and free medical treatment. The Employment Ordinance, also clearly states that you, as an employee, are entitled to rest days, statutory holidays, paid annual leave, sick leave and maternity leave, among others things.

In addition to the expressed terms, there are implied terms that impose obligations on the employer and the worker. These include the implied obligation to maintain trust and confidence.



This means that although this obligation is not expressly written down and orally agreed upon by the parties, they are understood to form part of the contract and you and the employer are both bound by them. For example, the employer has implied obligation to provide a safe and reasonable working environment and not to conduct themselves in a way that would damage the relationship with the worker. You, as the domestic worker, have implied obligations to serve the employer honestly and faithfully and to not act against the interests of the employer during your employment.



(II) BREACH OF TRUST AND CONFIDENCE

Q: What are examples of a breach of the implied obligations of trust and confidence?

A: For example, if the employer subjected the domestic worker to physical abuse or sexual harassment, such conduct amounts to a breach of the employer's implied duty to take reasonable care for the worker's health and safety and to treat the worker with respect and dignity. It is a breach of trust and confidence that results in destroying the relationship with the worker.

Q: What happens if the employer violates the implied terms of the contract?

A: A serious breach of the implied obligations of trust and confidence would entitle the domestic worker to treat the contract as having been constructively terminated by the employer. This means that without expressly saying so orally or in writing, the employer can be said to have effectively dismissed the worker by his actions.

Using the above example, if the employer subjected the worker to such an oppressive treatment, such that the worker fears for her safety, or it would be unreasonable for the domestic worker to continue working under the circumstances, then the worker would be entitled to leave the employment without having to give one month's notice.



Q: What steps should I take if my employer physically abuses or sexually harasses me?

A: Your safety should be the first priority. Try to distance yourself from the abuser and call for help. Seek refuge if necessary. In some cases, domestic workers put up with the situation if it is not very serious because they do not want to lose their job. If such is the case, it is advisable to keep a journal and document every incident of abuse or violation by the employer or any of his agents, or members of the household. You may also write to the Labour and Immigration Department to put them on notice in case the situation further deteriorates. Gathering evidence could help support your case in the event you are forced to leave your employment and want to claim constructive dismissal. You can seek advice from Helpology, other NGOs, or the authorities, on what steps you can take to protect your rights and safety.

You can seek help or lodge a complaint with the EOC against your employer for sexual harassment.



Q: Will I be liable to pay the employer if I leave without one month's notice due to ill treatment by the employer?

A: According to clause 10 of the Standard Employment Contract (SEC), either party may terminate the contract by giving one month's notice or paying one month's wages in lieu of notice to the other party. However, under section 10 of the Hong Kong Employment Ordinance, an employee may terminate his contract of employment without notice or payment in lieu if he is subjected to ill treatment by the employer. In addition, there are precedent cases, in which domestic workers were awarded damages by the courts as a result of breach of trust and confidence by the employer. Domestic workers who wish to rely on these grounds, however, would need sufficient evidence to prove that the employer committed a significant breach likely to damage the employment relationship. Failure to prove your case may result in you having to pay wages in lieu of notice to the employer.

(III) EMPLOYMENT AGENCY ISSUES

Q: Can an employment agency charge me for expenses related to job placement?

A: Under the Employment Agency Regulations, employment agencies in Hong Kong are only allowed to charge an amount of commission of not more than 10% of a domestic worker's first month's wages. Such commission should not be charged before the worker has been successfully placed and has received his wages.

An employment agency should not collect or seek any other payment, directly or indirectly, from job-seekers (including migrant domestic workers), except the prescribed commission.

Q: Do I need to sign a written agreement with my employment agency?

A: To protect migrant domestic workers' interests, the Code of Practice for Employment Agencies (CoP) states that employment agencies should draw up written service agreements with migrant domestic workers, in which the details of services (including the scope of service and details of fees to be paid, among others) should be set out. Before signing any agreement, you should fully understand the terms and decide if they are agreeable to you. In addition, the employment agency should provide you with copies of all the documents that you have signed in your dealings with the agency. You should keep these records properly to protect your interests.



(IV) ANNUAL LEAVE

Q: Can the employer force me to take annual leave when the employer goes away on holiday?

A: According to the Hong Kong Employment Ordinance, the time of the worker's paid annual leave shall be appointed by the employer after consultation with the worker, and this shall be confirmed by a written notice to the worker at least 14 days prior to the appointed leave, unless the employer and the worker have agreed on a shorter notice period. The employer, however, cannot force a domestic worker to take unpaid leave if the worker has not accumulated paid annual leave.

(V) SICK LEAVE AND MEDICAL FEES

Q: Can the employer force me to work or terminate my employment if I am ill?

A: You are entitled to take sick leave when you feel unwell and have obtained a medical certificate from a registered doctor. It is unlawful for an employer to terminate the contract of an employee who is on paid sick leave. If the sick leave is unpaid (if it is less than 4 days, or you have not accumulated paid sick leave), the termination may not be unlawful under the Employment Ordinance. However, it may be unlawful under the Disability Discrimination Ordinance if, depending on the circumstances, it can be proven that you were dismissed on the grounds of your illness. In addition, if the employer refuses to allow you to seek medical treatment and forces you to work, or treats you unfairly due to your illness, the employer's action may amount to disability discrimination (See section on Disability Discrimination below for further explanation).

Q: Can the employer deduct from my wages if I take sick leave?

A: You are entitled to sickness allowance (equivalent to four-fifths of your average daily wages) if the following conditions are met:

- i) The sick leave is for 4 consecutive days or more;
- ii) you have accumulated a sufficient number of paid sickness days; and
- iii) your sick leave is supported by an appropriate medical certificate.

This mean that you should still be paid while on sick leave, but only 80% of your normal wages.



Q: How many paid sick leave days am I entitled to take?

A: During the first year of your employment, you accumulate paid sickness days at the rate of 2 days per month. After the first year, you accumulate 4 paid sickness days per month. If you are not entitled to paid sick leave, or have used up your entitlement, you can still take sick leave if you are issued a medical certificate by a doctor, however those sickness days would be unpaid.

Q: Can the employer refuse to pay for my medical fees if my illness is not covered by the medical insurance or if the employer has not recovered compensation from the insurance company?

A: The employer has an obligation, under the SEC, to provide you free medical treatment during your employment, regardless of the type of illness and whether or not the illness arose from or during the performance of your duties. The fact that the employer has not received compensation from the insurance company or has not taken out a medical insurance for you is irrelevant.

(VI) REST DAYS AND STATUTORY HOLIDAYS

Q: Can the employer split my rest day into two half days, or require me to work before I go out on my rest days and after I return to the residence?

A: A rest day is a continuous period of 24 hours during which you are entitled to abstain from working for your employer. You are entitled to at least 1 full rest day per week, on top of any statutory holidays you have that week. If your rest day falls on a statutory holiday, you are entitled to an alternative day off.

Q: What are my rights if my employer wants me to work on a statutory holiday?

A: If your employer wants you to work on a statutory holiday, he must give you appropriate notice (at least 48 hours) and provide a substitute holiday within 60 days before or after the statutory holiday. For example, if the employer wants you to work on Christmas day and take an alternative holiday on December 20, the employer should provide notice to you 48 hours before December 20. If the employer wants you to take the alternative holiday after Christmas day, the notice must be given 48 hours before December 25.

Q: Can my employer choose to pay me instead of granting rest days or holidays?

A: No, the employer is not entitled to “buy-out” your holiday. You may, however, volunteer to work on your rest day and receive overtime pay if you wish. This should be agreed mutually. Under Hong Kong employment law, it is an offence for an employer to refuse to grant rest days or statutory holidays to an employee without reasonable excuse.



Q: What are my rights if my employer refuses to allow me to take rest days?

A: You may file a complaint with the Labour Relations Office nearest the address of the employer, or you may seek assistance from Helpology which can help you explain your rights to the employer before escalating the matter to the Labour Department.

You are entitled to claim compensation for rest days that have not been granted upon termination of your employment.

(VII) TERMINATION OF THE EMPLOYMENT CONTRACT BY THE EMPLOYER

Q: Under what circumstances can the employer terminate my employment without notice or payment in lieu of notice?

A: An employer is entitled to summarily dismiss a domestic worker, if the worker commits any of the following:

- a) Wilful disobedience of a lawful and reasonable order;
- b) Serious misconduct;
- c) Fraud or dishonesty; or
- d) Habitual neglect of duties.

Summary dismissal is a serious disciplinary action that entitles the employer to dismiss the employee with immediate effect, i.e. without prior notice or payment in lieu of notice, in cases where the employee has committed serious misconduct. However, the employer cannot simply allege wrongdoing on the part of the employee, he has to be able to prove his allegations. Otherwise, the employee would be entitled to claim compensation for wrongful dismissal against the employer, if he disputes the allegations.

Q: What should I do if my employer terminates my employment and tells me to leave without paying my termination entitlements.

A: You may leave the employer's premises without receiving your termination entitlements as long as you have received a termination letter or any proof that the employer has told you to leave, as disputes often arise over which of the parties terminated the contract and is liable to pay wages in lieu of notice (WILON). Under Hong Kong employment law, the employer should pay your wages and other entitlements due to you no later than 7 days after the termination of contract. It is important that you do not sign any document regarding your entitlements unless and until you receive appropriate payment. If your employer fails to provide you with termination entitlements within the required period, you may lodge a claim directly with the Labour Department or seek assistance from Helpology.



(VIII) PREGNANCY DISCRIMINATION AND SEXUAL HARASSMENT

Q: Can my employer dismiss me because I am pregnant?

A: No, your employer cannot dismiss you on the grounds of pregnancy. That would amount to pregnancy discrimination. Under the Sex Discrimination Ordinance, pregnancy discrimination occurs when someone is treated less favorably because of her pregnancy.

Q: My employer has started making sexual comments about my body and walks around naked. I feel uncomfortable and humiliated by his comments and actions. What can I do?

A: You can lodge a complaint with the Equal Opportunities Commission (EOC) on the basis of sexual harassment. Sexual harassment is any unwelcome sexual behaviour which is thought by a reasonable third person to be offensive, humiliating or intimidating. This includes unwelcome sexual advances or unwelcome requests for sexual favours, and can be carried out in physical or verbal forms. The harasser may incur legal liabilities.



(IX) DISABILITY DISCRIMINATION

Q: My employer has dismissed me because I have the flu. Is my employer allowed to do this under the Disability Discrimination Ordinance?

A: No, unless the employer can show that because of the flu you are not able to perform the inherent requirements of the job, or you require accommodation that would cause an unjustifiable hardship to the employer. This is likely to be direct disability discrimination, which happens when the person having a disability is treated less favorably because of that disability than another person without the disability would be treated in similar circumstances.



Q: I have recently been diagnosed with cancer. My employer has refused to let me take an extra day off work to undergo chemotherapy. Can my employer do this?

A: This may amount to indirect disability discrimination. Indirect discrimination occurs when a condition is placed on everyone but in practice disproportionately and adversely affects people with a disability, is to their detriment and the condition cannot be justified. The Disability Discrimination Ordinance prohibits indirect disability discrimination in the area of employment.

Q: I am suffering from COVID. Is this considered a disability?

A: Yes. The word “disability” has a wide definition under the Disability Discrimination Ordinance, which includes the presence of organisms in the body causing or capable of causing disease or illness, such as COVID. The disability does not need to be substantial or long-term, they can also be a minor or temporary disability. Examples based on precedent cases include, but are not limited to, miscarriage, cancer, heart and kidney disease, neck and shoulder pain and memory deficit.

Q: My employer threatened to dismiss me because I was diagnosed with a heart disease. I can still perform my domestic job, though I need maintenance treatment. What can I do?

A: You can lodge a complaint with the EOC for assistance. The EOC will take statements from both parties to determine if there is a potential case of disability discrimination.

4.

COMMON ISSUES AND GUIDE TO PROTECTING YOUR RIGHTS

WAGE DEDUCTION

Any deductions made by the employer from the worker's wages should be reflected in the receipt to be signed by the worker. You should not sign a false receipt stating that you have received your salary in full if any wage deductions were made, even if the employer is entitled to make such deductions. It is also a good practice to keep a record of your wages, including the amount and date you received the money.

If you are underpaid or if the employer makes unlawful wage deductions, notify the Labour Relations Division of the Labour Department and Immigration Department in writing immediately. It would be advisable to use an address other than the employer's as the return address for your correspondence with the authorities to prevent the letters being intercepted and withheld from you. Always keep a copy of any documents that you have signed, submitted to authorities or given to the employer, including but not limited to receipts, written agreements, letters, and statements.



REST DAYS

If you are denied regular weekly rest days, keep a record of the specific dates of rest days that you have taken instead of merely noting down the appointed rest days you were not allowed to take, especially if some alternative rest days were granted. It is easier to figure out the accurate number of days you are owed by deducting the number of days you have taken from the total number of rest days you are entitled to. You should also notify the Labour Department in writing if you are denied statutory rest days for no justifiable reasons.



SICK LEAVE

If you are too ill to work, try to obtain a sick leave certificate from a registered medical practitioner and present it to the employer. If the employer requires you to work while you are on sick leave, politely and firmly refuse and explain to the employer that you are legally entitled to abstain from working while you are on sick leave.

You should always retain a copy of the sick leave certificate. It is often difficult to obtain another copy if you need one later in the event of a dispute.

PREGNANCY

If you become pregnant, it is important to obtain a medical certificate confirming your pregnancy, preferably before notifying your employer, in order to protect your rights in case your employment is terminated.

In the event that the employer terminates your employment before you have obtained a medical certificate, you should immediately obtain a medical certificate specifying the date when you are due to give birth, and present it to the employer. The employer must then withdraw the dismissal/termination, otherwise, the termination would be deemed unlawful, unless there is a valid cause.

You can initially send the medical certificate via email or SMS to document the service of notice to the employer. You can also send a copy of the certificate to the Immigration Department and Labour Department with a cover letter stating that you have notified your employer of your pregnancy.

There have been cases where the employer put pressure on the worker to sign a resignation letter upon being notified of the worker's pregnancy. You should not agree to or sign any such resignation letter, unless you genuinely intend to resign. It would be difficult to claim that you have been unlawfully dismissed or



discriminated against on the basis of your pregnancy, if you are unable prove that you signed the letter under duress.

If you are unlawfully dismissed due to your pregnancy, you are entitled to claim compensation under the Employment Ordinance and may also lodge a complaint with the EOC for pregnancy discrimination.

OTHER UNLAWFUL/UNFAIR TREATMENT

Immediately notify the Immigration Department and Labour Department in writing, if you are being underpaid, abused or ill-treated. Keep copies of your correspondences with the authorities.

If you have been threatened, physically harmed or sexually harassed, call the police immediately. Seek medical attention if you are injured and keep copies of your medical records. If possible, photograph your injuries.

It is also a good idea to keep a diary of incidents of ill-treatment, abuse, or harassment (physical, sexual or psychological) you have been subjected to, or violations of the terms of your contract by the employer and/or the employer's agents. The records should include dates, times and places of the incidents.

INTERACTION WITH AUTHORITIES

The right to silence is a fundamental right of any person. You are not obliged to answer questions when you are being asked to give a statement to law enforcement or court authorities about any criminal accusations against you.

You are entitled to an interpreter who speaks your language if you give a cautioned statement. Ensure that the written statement is accurate and completed before signing for confirmation, and that you are provided a copy.

5.

GATHERING RELEVANT INFORMATION RELATED TO A CASE

When someone is asking for help in relation to their employment situation, it is important to ask the following questions:

- ▶ What happened?
- ▶ Who did/said what?
- ▶ When did it happen? (e.g., date, time, how many times)
- ▶ Where did it happen?
- ▶ Why? (Reasons why it happened)
- ▶ How did it happen?
- ▶ Was there a witness?
- ▶ Is there any evidence? (e.g., documentary, CCTV, text messages)
- ▶ Has anyone reported to the authorities?
- ▶ Has the complainant given a statement to the authorities? Does the complainant have copies of written statements?

Other steps you can take:

- Gather as much relevant and accurate information as possible about the situation.
- Assist in gathering and documenting evidence (such as photos, text messages, letters, etc.) and all relevant details in a comprehensive and organized manner;
- Assist the person seeking help in reporting the matter to the relevant authorities, if necessary.
- Note down the contact details of the public officers who received the complaint and any reference number for future follow up.

Note: Always seek the consent of the person you are helping before sharing his/her personal data with NGOs and/or the authorities. Keep all information (including their personal data) confidential.

6. CASE STUDIES

CASE STUDY 1: WAGES IN LIEU OF NOTICE, DISABILITY DISCRIMINATION

Anna, a migrant domestic worker, sought permission from her employer to go to the hospital for a medical check-up due to a recurring chest pain. The employer ignored her request and told her to just continue working, accusing her of feigning illness and subjecting her to verbal abuse and increased work load. Anna subsequently decided to terminate her employment by giving one month's notice to her employer so that she could seek medical treatment in her home country. The employer, however, became angry and told her that she should leave immediately.

Questions:

1. What should Anna do under the circumstances?
2. Which of the two parties (Anna or the employer), if any, is liable to pay one month's wages in lieu of notice to the other party?
3. Was any of the employer's conduct in violation of any Hong Kong law?



Under the employment contract, it is the responsibility of the employer to provide free medical treatment in Hong Kong. Anna did not have to terminate her employment and could have sought intervention from the Labour Department to compel the employer to discharge his obligation.

Unless the employer has a justifiable reason for refusing to allow Anna to work out a one month notice period, the employer is liable to pay Anna one month's wages in lieu of notice.

Although Anna was feeling unwell, she was not on sick leave and therefore it was not unlawful under the Employment Ordinance, for the employer to terminate her employment. However, Anna should seek advice from the EOC on a potential case of disability discrimination due to the treatment she received upon informing the employer of her health condition.

CASE STUDY 2: SEVERANCE PAY AND LONG SERVICE PAY

Eni had worked for her employer for four years. The employer did not renew the contract when it expired as, the employer said, he no longer needed the service



of a domestic worker. However, when Eni told the employer that she would be entitled to severance pay, the employer explained that he would, in fact, hire another domestic worker, and that he did not reengage Eni to avoid having to pay long service pay.

Question:

1. Is Eni entitled to claim severance pay or long service pay?

Eni would be entitled to severance pay if her employment contract was terminated (or not renewed) due to redundancy, as she has worked for more than two years. Redundancy, in this context, means the services of a domestic worker are no longer needed.

As the employer planned to hire another domestic worker, Eni was not made redundant. However, the employer's reason for not renewing Eni's contract, that is, to avoid having to pay long service pay, is not a valid reason under Hong Kong law. In this case, Eni would be entitled to claim terminal payment for unreasonable dismissal based on the length of employment.

CASE STUDY 3: PREGNANCY DISCRIMINATION

Liza was asked by her employer's wife to take a home pregnancy test after suspecting she was pregnant. Liza complied and learned that she was indeed



pregnant. The employer's wife then told her to consider an abortion and took her to a clinic. However, after consultation with a doctor, Liza was told an abortion could not be performed there. A few days later, Liza was asked by the employer's wife to sign a termination letter giving her one month's notice. Two weeks before the notice period ends, the employer told her to leave.

Questions:

1. Were the employer's wife's acts discriminatory?
2. How were the acts discriminatory?
3. If the acts were discriminatory, was the employer liable for his wife's acts?
4. Is there also a breach of employment contract between the employer and the domestic helper?

There was direct discrimination from the employer and his wife on the grounds of sex and pregnancy. Under sections 5, 8 and 11 of the Sex Discrimination Ordinance, discrimination against women and pregnant women in the field of employment is unlawful.



The termination also constituted a breach of pregnancy protection under the Employment Ordinance and amounts to unlawful dismissal.

If the employer's wife acted on behalf of the employer, she is considered an agent and the employer would be equally liable.



7. DOMESTIC WORKERS' CONTRIBUTION TO HONG KONG SOCIETY

Migrant domestic workers greatly contribute to Hong Kong's economic development and better quality of life. They provide critical support to Hong Kong families, looking after young children and elderly, as well as taking care of the household work, among others, enabling more family members to enter the workforce or engage in economic activities, or simply enjoy their leisure time. These contributions are greatly valued by Hong Kong families and the society.

Migrant domestic workers are entitled to the same benefits and protections as local employees under the Employment Ordinance, Employees' Compensation Ordinance and other related legislations. The government-prescribed Standard Employment Contract provides further clarity on what domestic workers are due.

Besides the labour laws, domestic workers also enjoy other rights and protection when working in Hong Kong. Those rights include but are not limited to the following:

- Equal rights and the right to own and keep their personal property;
- Right to privacy; and
- Protection against discrimination.

While migrant domestic workers enjoy protection under the laws of Hong Kong, they also have an obligation to observe their conditions of stay in Hong Kong and comply with the statutory requirements and other regulations .

Mutual trust and respect between employers and domestic workers are key to maintaining cordial and harmonious relationships. In case of employment disputes, you should seek assistance to understand your rights and obligations, and the best options available to try to resolve the conflict.

8. RESOURCE LIST

Government Departments and Statutory Bodies

Organisations	Scopes	Telephones	Websites/emails
Labour Department	Rights of FDHs and labour legislation	2157 9537 (FDH hotline, handled by “1823”)	www.labour.gov.hk/eng/news FDH Portal www.fdh.labour.gov.hk Dedicated Email Account fdh-enquiry@labour.gov.hk
	Regulation of EAs	2115 3667	EA Portal www.eaa.labour.gov.hk/en/home.html
	Occupational safety & health	2559 2297	www.labour.gov.hk/eng/osh
Immigration Department	Visa related matters	2824 6111	www.immd.gov.hk/eng
Hong Kong Police Force	Emergency assistance	999	www.police.gov.hk/ppp_en
Social Welfare Department	Social welfare	2343 2255	www.swd.gov.hk/en/index
Centre for Health Protection, Department of Health	Information on MMR vaccination	2125 2235	www.chp.gov.hk/en
	Information on TB and contact information of the Tuberculosis and Chest Service of the Public Health Services Branch	2572 6024	www.info.gov.hk/tb_chest/eindex.htm

Government Departments and Statutory Bodies

Organisations	Scopes	Telephones	Websites/emails
Department of Health	Family health	2112 9900 (24-hour information hotline)	www.fhs.gov.hk/english
Hospital Authority	Health and medical services	2300 6555	www3.ha.org.hk/em
Occupational Safety and Health Council	Safety courses for FDHs	2311 3322	www.oshc.org.hk/eng
Privacy Commissioner for Personal Data	Personal data privacy	2827 2827	www.pcpd.org.hk
Equal Opportunities Commission	Information on anti-discrimination ordinances	2511 8211	www.eoc.org.hk
Customs and Excise Department	Reporting false and misleading information in respect of services provided by EAs in the course of trade	2815 7711	www.customs.gov.hk/en/home/index.html
Consumer Council	Reporting unfair deals and trade practices of EAs	2929 2222	www.consumer.org.hk/ws_en



Consulates

Countries	Telephones	Websites/emails
Bangladesh	2827 4278	www.bangladeshconsulate.hk
Cambodia	2546 0718	cacghk@netvigator.com camcg.hk@mfaic.gov.kh
India	3970 9900	www.cgihk.gov.in
Indonesia	3651 0200	www.kemlu.go.id/hongkong
Myanmar	2845 0810	myanmar.e-consulate.org
Nepal	2369 7813	hkg.nepalconsulate.gov.np
Pakistan	2827 0681	www.pakistan.hk
Philippines	2823 8501	hongkongpcg.dfa.gov.ph
Sri Lanka	2581 4111	peter.cheng@wisedragon.hk
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Vietnam	2591 4510	vnconsulate-hongkong.mofa.gov.vn



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Stephanie Chan
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