

What An Imported Worker Should Know

If you are an employee recruited from outside Hong Kong Special Administrative Region under the Supplementary Labour Scheme, your employment terms are governed by your Standard Employment Contract (SEC) and Hong Kong laws, in particular the Employment Ordinance (Cap. 57), and the Employees' Compensation Ordinance (Cap. 282). You should take note of the following information:

1. Standard Employment Contract

Your employer must give you, free of charge, one of the four original copies of the SEC. You should keep it in your safe custody. You will be required to produce your original copy of SEC for inspection upon registration for a Hong Kong Identity Card. If you do not have the original copy of SEC, you should ask your employer for it. Your workplace, wages, normal hours of work, post, job duties and other relevant details can be found in the SEC.

2. Employment Restriction

You must remain under the direct employment of the same employer for the specified post, job duties and in the specific workplace(s) as stipulated in the SEC. Change of employer, post or job duties is not permitted. Without the prior approval of the Director of Immigration, you are not permitted to work for any other person.

3. Payment of Wages and Wage Records

Unless the SEC provided, the wage period is one month. Wages shall become due on the expiry of the last day of the wage period. Your employer should pay wages to you as soon as practicable but in any case not later than 7 days after the end of the wage period.

Your employer is required to make payment of wages to you by way of auto-payment and to ensure that wages are paid directly into your bank account in Hong Kong. You should decide of your own accord on how to spend your wages. Your employer shall not make any provision in respect of how you should spend your wages. Should you wish to have the transaction records of your bank account, you may make arrangement with your bank to have bank statements sent to you on a monthly basis.

Your employer must provide you, on a monthly basis, with details of your earnings, which should include wages and, where relevant, hours of overtime work, amount of overtime pay, amount and nature of deductions, amount of allowances or bonus etc. Your employer must also obtain your acknowledgement of the information on the receipt.

Your employer, or any other person acting on his behalf, shall not, directly or indirectly, enter into any agreement with you requiring you to surrender to your employer all or part of the wages or any sum to which you are entitled under his/her contract of employment; or demand or receive any such rebates from you.

4. Overtime Pay

Your employer must not require you to work for more than 12 hours, overtime work included, in a continuous period of 24 hours. Your employer must pay overtime pay to you in accordance with the SEC if you are required to work more than the normal number of hours as stated therein.

5. Wage Deductions

Your employer is prohibited from deducting wages from you, except under the following circumstances:

(i) absence from work (the sum to be deducted should be proportionate to the period of time you are absent from work); (ii) damage to or loss of the employer's goods, equipment, or property by your neglect or default (the sum to be deducted shall be equivalent to the value of the damage or loss but not exceeding \$300); (iii) accommodation provided by your employer in respect of the period you occupied the accommodation (the maximum amount of deduction for provision of accommodation is 10% of the wages payable to you for the corresponding period calculated in accordance with the SEC, or the actual cost of accommodation, whichever is less); (iv) recovery of any advanced or over-paid wages to you (the total sum to be deducted shall not exceed one quarter of the wages payable to you in that wage period); (v) your contribution to the Mandatory Provident Fund Scheme subject to the Mandatory Provident Fund Schemes Ordinance; and (vi) recovery of any loan made by the employer to you with your written consent.

Unless with the approval in writing of the Commissioner for Labour, the total of all deductions, except those for absence from work, made in any one wage period shall not exceed one half of the wages payable in that period.

Your employer shall not make deductions from your wages for the purpose of paying any dues or fees charged on you by authorities or agents in your country of origin, or for paying the Employees Retraining Levy required to be paid by your employer

The employer should pay the contractual wages to you in full subject to the above allowable deductions. For enquiries, please contact the Labour Department.

6. Passage, Visa and Medical Examination Fee

Expenses for passage to and from Hong Kong on commencement and termination or expiry of the contract, visa/entry permit fees and subsequent extension fees and medical examination fees should be paid by your employer.

7. Rest Days

You are entitled to not less than 1 rest day in every period of 7 days. A rest day is a continuous period of not less than 24 hours during which you are entitled to abstain from working for your employer.

8. Statutory Holidays

You are entitled to the following statutory holidays per year as follows: the first day of January; the first three days of Lunar New Year; Ching Ming Festival; Labour Day (the first day of May); Tuen Ng Festival; Hong Kong Special Administrative Region Establishment Day (the first day of July); the day following the Chinese Mid-Autumn Festival; National Day (the first day of October); Chung Yeung Festival; Chinese Winter Solstice Festival or Christmas Day (at the option of the employer); the Birthday of the Buddha (starting from 2022); the first weekday after Christmas Day (starting from 2024); Easter Monday (starting from 2026); Good Friday (starting from 2028); and the day following Good Friday (starting from 2030).

9. Paid Annual Leave

You are entitled to at least 7 days' paid annual leave for every period of 12 months following the completion of the first and of the second year of service. Thereafter, the number of paid annual leave days shall be increased in accordance with the Employment Ordinance.

10. Free Medical Care and Sickness Allowance

Your employer must provide free medical care for you if you suffer from illness or injury, no matter whether it is attributable to the employment or not. However, your employer is not responsible for providing free medical treatment during the period when you leave Hong Kong of your own volition and for your personal purposes. Free medical care includes hospital stay and urgent dental treatment.

You are entitled to sickness allowance if you have accumulated sufficient paid sickness days under the Employment Ordinance and the sick leave granted by the registered medical practitioner, registered Chinese medicine practitioner or registered dentist is 4 consecutive days or more. The daily rate of sickness allowance is a sum equivalent to four-fifths of the average daily wages earned by an employee in the 12-month period preceding the first sickness day. Sickness allowance should be paid on the normal pay day.

11. Work Injury Compensation

If you suffer from an injury by accident arising out of and in the course of employment or a prescribed occupational disease, your employer is liable for paying compensation to you according to the Employees' Compensation Ordinance. Your employer must also take out an insurance policy for you under the Ordinance.

You should immediately notify your supervisor and seek medical treatment if you are injured at work. After you have obtained sick leave certificates relating to the injury, you should send the original copy to your employer and keep one copy for yourself.

During the sick leave period, your employer should pay you periodical payments at the rate of four-fifths of your normal earnings on the normal pay day.

If, as a result of the accident, you are only incapacitated for 7 days or less and without permanent incapacity, you may settle the case directly with the employer. Otherwise, you will receive a Sick Leave Clearance Form along with some explanatory notes issued by the Labour Department. You should follow the advice given in the notes and approach the specified Occupational Medicine Unit for sick leave clearance.

If you ought to go through the sick leave clearance procedures described above but you do not receive any Sick Leave Clearance Form issued by the Labour Department, you should contact the relevant district office of the **Employees' Compensation Division of the Labour Department**. You can obtain the address and telephone number of their offices by ringing up the **Labour Department's 24-hour enquiry hotline 2717 1771 (handled by "1823")**.

12. Accommodation and Meals

Your employer is required to provide accommodation for you in compliance with the standard as stipulated in the Schedule to the SEC and the standard of accommodation should be maintained at all times. Free accommodation may be provided to you by your employer. However, if it is so stipulated in the SEC, the maximum amount of deduction for provision of accommodation is 10% of the wages payable to you for the corresponding period calculated in accordance with the SEC, or the actual cost of accommodation, whichever is the less, as accommodation cost in respect of the period you occupied the accommodation.

Your employer is not obliged to provide meals for you. If meals are provided by your employer, they shall be provided free of charge.

13. Termination of Contract Prior to Its Expiry

You or your employer may terminate the contract prior to its expiry by giving to the other party notice in writing or payment in lieu of notice as stipulated in the SEC.

14. Termination of Contract Without Notice by Employer

Your employer may summarily dismiss you without notice or payment in lieu of notice if you, in relation to your employment: (i) wilfully disobey a

lawful and reasonable order; (ii) misconduct yourself; (iii) are guilty of fraud or dishonesty; or (iv) are habitually neglectful in your duties.

15. Termination of Contract Without Notice by Employee

You may terminate the contract without notice or payment in lieu of notice if you reasonably fear physical danger by violence or disease, or you are subjected to ill-treatment by your employer.

16. Limitation of Stay After Termination of Contract

You are required to return to your place of origin upon termination of the SEC. While you are employed by your employer, normally you may stay in Hong Kong until the expiry of the permitted period of stay. However, if your SEC is pre-maturely terminated, you are only permitted to remain in Hong Kong for two weeks after termination of contract, or for the remainder of the permitted stay, whichever is shorter. Breach of condition of stay is an offence under the Immigration Ordinance (Cap. 115).

17. Occupational Safety and Health

You are required to follow rules on safety at work. If you want to make any enquiries about **occupational safety or health matters**, please call **2559 2297**. For complaints, please call **2542 2172**.

18. Identity Card and Travel Document

Any worker admitted for employment in Hong Kong for a period of more than six months is required to register for a Hong Kong Identity Card under the Registration of Persons Ordinance (Cap. 177).

Your Hong Kong Identity Card and travel document are very important personal documents which should be kept in your safe custody and should not be passed to any other person hastily.

Upon expiry or termination of SEC, you are required to return your Hong Kong Identity Card to the Quality Migrants and Mainland Residents Section of the Immigration Department at 6/F, Immigration Tower, 7 Gloucester Road, Wan Chai, Hong Kong before you leave Hong Kong.

19. Mandatory Provident Fund

According to the Mandatory Provident Fund Schemes Ordinance (Cap.

485), all employees and self-employed persons between the age of 18 to 65, except the exempt persons, have to join mandatory provident fund schemes. Exempt persons include foreign workers whose employment visas are granted for not more than a 13 month-period, or who have joined overseas retirement scheme(s) or pension/ provident fund scheme(s).

If you are not exempted from the Mandatory Provident Fund Schemes Ordinance, the employers are required to arrange for you to join the Mandatory Provident Fund scheme, contribute from their own to the scheme regularly, and deduct your contribution from your relevant income to contribute to the scheme.

Employers and employees are required to make contributions equivalent to 5% of the employees' relevant income to the scheme, subject to a maximum contribution of \$1,500 per month from each party. Employees whose income of a given month is less than \$7,100 are not required to make mandatory contributions of that given month, but their employers must contribute an amount that equals to 5% of the income of the employees concerned.

All benefits derived from mandatory contributions must be preserved until the employees attain the retirement age of 65. However, early withdrawal will be permitted if the employees will depart from Hong Kong permanently.

If you have any queries on matters relating to the Mandatory Provident Fund Schemes, please call the **Mandatory Provident Fund Schemes Authority** at **2918 0102**.

20. Other Matters

Your legal obligations are governed by the SEC and the laws of Hong Kong. Any imported worker who is found to have breached his condition of stay or violated the laws of Hong Kong may be liable to prosecution and removal from Hong Kong. A person so removed will not be allowed to come to Hong Kong again for employment.

Before signing any document (e.g. wages receipt), you should read the content carefully. You should not sign up hastily unless you fully

understand and agree to the content of the document.

Your SEC may not be automatically renewed upon expiry. Its renewal depends on whether your employer is able to obtain new approval for importing worker and whether he will renew the contract with you.

If you are dismissed because of complaining against your employer for exploitation through no fault of your own, and you have complied with the legislation and employment conditions which imported workers must observe, the Labour Department may consider assisting you to seek employment. The Labour Department will also make investigations and take prompt actions to protect your employment rights.

21. Enquiries or Complaints

If you want to make any enquiries about the Employment Ordinance, please ring up **the Labour Department's 24-hour enquiry hotline 2717 1771 (handled by "1823")**, or approach offices of the Labour Relations Division of the Labour Department (see Appendix) in person for assistance.

If you suspect that your employer has failed to observe the employment conditions, please lodge a complaint with the Labour Department promptly through the **Supplementary Labour Scheme Hotline 2150 6363**. All information provided to the Labour Department will be kept confidential.

If you have any queries on matters relating to the Mandatory Provident Fund Schemes, please call the **Mandatory Provident Fund Schemes Authority at 2918 0102**.

For advice on immigration matters, please call the **hotline** of the **Immigration Department at 2829 3220**.

To report a crime, please call the **Hong Kong Police Hotline at 2527 7177**. In case of emergency and you need assistance from the Police, please call **999** immediately.

22. Important Note

For details of employment conditions, you should refer to your SEC, the

Employment Ordinance and other relevant chapters of the laws of Hong Kong governing employment and immigration.

APPENDIX

Addresses of the offices of the Labour Relations Division of the Labour Department are listed below:

<u>HONG KONG REGION</u>	<u>NEW TERRITORIES REGION</u>
Hong Kong East 12/F, 14 Taikoo Wan Road, Taikoo Shing, Hong Kong	Tsuen Wan 5/F, Tsuen Wan Government Offices, 38 Sai Lau Kok Road, Tsuen Wan, New Territories
Hong Kong West 3/F, Western Magistracy Building, 2A Pokfulam Road, Hong Kong	Kwai Chung 6/F, Kwai Hing Government Offices, 166 – 174 Hing Fong Road, Kwai Chung, New Territories
<u>KOWLOON REGION</u>	Tuen Mun Unit 2, East Wing, 22/F, Tuen Mun Central Square, 22 Hoi Wing Road, Tuen Mun, New Territories.
Kowloon East UGF, Trade and Industry Tower, 3 Concorde Road, Kowloon	Shatin & Tai Po Rooms 304-313, 3/F, Sha Tin Government Offices, 1 Sheung Wo Che Road, Shatin, New Territories
Kowloon West Room 1009, 10/F, Cheung Sha Wan Government Offices, 303 Cheung Sha Wan Road, Sham Shui Po, Kowloon	
Kowloon South 2/F, Mongkok Government Offices, 30 Luen Wan Street, Mong Kok, Kowloon	
Kwun Tong Units 801-806, 8/F, Tower 1, Millennium City 1, 388 Kwun Tong Road, Kwun Tong, Kowloon	