

The Relevance and Implications of Hong Kong and Macau's Foreign Domestic Helper Policies for the Hengqin Deep Cooperation Zone

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Abstract: Along with the continuous development of the Hengqin Guangdong-Macao Deep Cooperation Zone comes the burgeoning dire need to accommodate Macao residents' aspirations while enhancing the zone's attractiveness. This paper fleshes out the extant legal challenges facing the Hengqin Deep Cooperation Zone. Tellingly, it pores over the admission and supervision systems for foreign domestic helpers in Macau, China, and Hong Kong. The Macau SAR's "crossing the cold river" and "entry certificate" systems, as well as the Hong Kong SAR's comprehensive foreign domestic helper contract and other unique systems, are thus extensively discussed. To facilitate the introduction of foreign domestic helpers in the remit of Deep Cooperation Zone, it is of paramount importance to address

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putative hurdles while establishing meaningful connections with Macau's foreign domestic helper policies and laws to soothe them out. In shining a keen light on the legislation in force in both Hong Kong and Macau, this piece seeks to chart the path ahead for a prospective legal framework concerning foreign domestic helpers in Deep Cooperation Zone. The overriding goal of this paper is therefore to ferret out the multifarious benefits arising out the forthcoming creation of a legal framework of foreign domestic services while spurring a seamless and fuss-free integration of Hong Kong and Macau residents into the fabric of a sought-after Deep Cooperation Zone.

Keywords: Foreign domestic workers; Hengqin Deep Cooperation Zone; Domestic helper policies; Domestic helper admission system; Administrative violations

Introduction

With the ongoing development of the Hengqin Guangdong-Macao Deep Cooperation Zone, it is crucial to encourage Macao residents to relocate and reside in Hengqin to boost the zone's progress. Squarely aligned with this overriding goal, the "Regulation for Promoting Development of the Guangdong-Macao Intensive Cooperation Zone in Hengqin," announced on February 8, 2023, emphasizes the promotion of foreign domestic service personnel to cater to the needs of Macao residents and overseas high-end talents registered within the Deep Cooperation Zone.⁶²⁸ This initiative also aims to enhance integration between Macao residents and Hengqin through the potential employment of foreign domestic helpers. However, it is essential to thoroughly explore legal connections and policy barriers to ensure comprehensive protection of the rights and well-being of both domestic workers and employers.

⁶²⁸ See Article 41 of the "Regulation for Promoting Development of the Guangdong-Macao Intensive Cooperation Zone in Hengqin".

1. Feasibility Analysis: Introducing Foreign Domestic Helpers into the Hengqin Guangdong-Macao Deep Cooperation Zone

1.1 Demand for domestic helper

The Hengqin Guangdong-Macao Deep Cooperation Zone is witnessing significant development, leading to a part of Macao residents into the Deep Cooperation Zone for work and residence, consequently altering Hengqin's population structure. With the growing prevalence of dual-career families in Macau, there is an increasing demand for domestic service personnel, thereby creating employment opportunities for foreign domestic helpers in Hengqin. The immigration of foreign domestic helpers can effectively address the domestic service needs of Macao residents residing in Hengqin, facilitating their seamless integration into the local community.

1.2 Benefits to the economy and society

The introduction of foreign domestic helpers has yielded positive economic effects, including an increase in consumption in the Guangdong-Macao in-depth cooperation zone and the stimulation of business development. Moreover, their presence facilitates the integration and exchange of foreign and local cultures, fostering a multicultural platform that promotes the development of international specialty tourism in Hengqin.⁶²⁹ This, in turn, contributes to the economic growth of the Guangdong-Macao in-depth cooperation zone. Additionally, for individual foreign domestic workers, job opportunities in Hengqin offer the prospect of a more capacious living environment.

⁶²⁹ See Un, Kin-Chong, "Analysis of Macau-Zhuhai-Hengqin Regional Tourism Cooperation from the Perspective of Stakeholder Theory", "Macau Studies", Issue 57, Issue 2, 2010, p119.

The arrival of foreign domestic helpers plays a significant role in promoting integration between Hengqin and Macao, fostering mutual understanding, and facilitating exchanges among residents from both regions. This aligns with the goal of creating a “new space that facilitates the life and employment of Macao residents” within the remit of Guangdong-Macao in-depth cooperation zone. Furthermore, housekeeping services alleviate the caregiving burden on families, thus enabling them to achieve a better balance between internal and external relationships. This, in turn, promotes family harmony and stability, ultimately contributing to a positive social atmosphere within the entire Guangdong-Macao in-depth cooperation zone.

1.3 Expectations for a Legal Framework

As an increasing number of Macau residents relocate to the Guangdong-Macao in-depth cooperation zone, there has been some research conducted at the macro policy level regarding the introduction of foreign domestic helpers, such as Filipino maids and Indian maids. However, the Guangdong-Macao in-depth cooperation zone still lacks a comprehensive legal framework that covers key aspects of foreign domestic helper supervision, including regulations pertaining to intermediary market oversight, the standardization and content of domestic service contracts, work visa acquisition for domestic service personnel, and labor legislation protection.

In comparison, Hong Kong and Macau have relatively well-established policies and legislation concerning foreign domestic helpers. For instance, the “Employment Ordinance” in the Hong Kong Special Administrative Region mandates that employers provide foreign domestic helpers with legal and reasonable working conditions and wages, and they must adhere to a series of procedures before hiring such workers. Similarly, the Ma-

cau Special Administrative Region has formulated legal regulations, such as the “Lei da contratação de trabalhadores não residentes” and “Lei das relações de trabalho,” which outline detailed provisions regarding the entry, registration, and contractual arrangements for foreign domestic helpers.

As a cooperation zone with strong ties to Hong Kong and Macau, particularly Macau, the Guangdong-Macao in-depth cooperation zone has welcomed residents from these regions to settle here. When formulating laws and regulations related to foreign domestic helpers, the Guangdong-Macao in-depth cooperation zone can withdraw valuable lessons from and adopt the experiences of Hong Kong and Macau. This approach will ensure comprehensive protection and supervision of the work and lives of foreign domestic helpers within the Guangdong-Macao in-depth cooperation zone. Simultaneously, it will provide an improved living and working environment for residents and foreign talents from Hong Kong and Macau, specifically Macau, while enhancing regional competitiveness.

2. Distinctive Regulatory Systems for Foreign Domestic Workers in the Macau Region

In Macau, foreign domestic workers are primarily regulated by two laws, namely the “Lei da contratação de trabalhadores não residentes” (Law on the Hiring of Non-Resident Workers) and the “Lei das relações de trabalho” (Labor Relations Law). These laws provide regulations for employers and foreign domestic workers from both the admission and monitoring perspectives, through measures such as restrictions on entry, stay duration, and other relevant provisions. In comparison to regulatory measures in other regions worldwide, Macau has implemented a distinctive “crossing the cold river” system, which aims to control the discretion-

ary “job switching” and “contract termination” practices among foreign domestic workers.

2.1 Current Admission Measures for Foreign Domestic Workers in Macau

2.1.1 Eligible Employers: A Legal Perspective

In accordance with the provisions outlined in the “Lei da contratação de trabalhadores não residentes”⁶³⁰ (Law on the Hiring of Non-Resident Workers), entities eligible to hire non-resident employees, including domestic workers, are as follows:

1. Residents of the Macao Special Administrative Region.
2. Legal entities with their residence or establishment located in the Macao Special Administrative Region.
3. Businesses operating in the Macao Special Administrative Region, including non-residents of industrial sites.

Furthermore, specific categories of individuals are authorized to hire non-resident employees exclusively for domestic work purposes. These categories include:

1. Staff members of official representative offices of the Central People’s Government in the Macao SAR, as well as public enterprises and public capital enterprises of the People’s Republic of China

⁶³⁰ See Macau Special Administrative Region, Law No. 21/2009, “Lei da contratação de trabalhadores não residentes”, Article 5.

holding special stay permits.

2. Consular representatives in the Macao SAR or individuals holding equivalent positions.

3. Professional employees authorized to work in the Macao Special Administrative Region.

These provisions delineate the legal framework for determining the eligibility of employers in engaging non-resident employees, with a sharper focus on those offering domestic services.

2.1.2 Requirements for Legitimate Employment Authorization of Employees

In accordance with the provisions of Law No. 21/2009, “Lei da contratação de trabalhadores não residentes,” employers seeking to hire foreign domestic workers are required to obtain an employment permit, which must be obtained through an application submitted to the Labour Affairs Bureau.

Once the application is approved, the employer or their authorized representative must proceed to the Public Security Police Force to apply for the stay authorization of the non-resident employee. This authorization is referred to as the “employee status authorization to stay” and is specifically issued to foreign employees who intend to engage in domestic work in Macau. To be eligible for this permit, foreign workers must possess an “entry document” acquired for work purposes and enter Macau from outside its borders. Additionally, these foreign employees must adhere to the epidemic prevention policies established by the Macau Special Administrative Region (SAR) government upon entry.

The work permit for non-resident domestic helpers consists of two components: the employment permit issued to the employer and the stay permit issued to the employee. As per the current legal provisions, the Labour Affairs Bureau holds the authority to receive and approve applications for the employment of non-resident employees, granting employment permits to employers. Conversely, the responsibility for issuing stay permits lies with the Public Security Police Force, specifically for employees.

These regulatory requirements ensure the establishment of a legally compliant framework for the employment of domestic workers, safeguarding the rights and responsibilities of both employers and employees in accordance with the Macau SAR's legal framework.

2.1.3 Confirmation of Employment Contract for Domestic Workers

2.1.3.1 Contract Form

According to Law No. 7/2008, “Lei das relações de trabalho” (Labor Relations Law), employers are required to enter into a written labor contract with the hired foreign domestic worker. The contract should be in duplicate, with both the employer and the employee retaining a copy for their records.

2.1.3.2 Contract Duration

In accordance with Law No. 21/2009, “Lei da contratação de trabalhadores não residentes” (Law on the Hiring of Non-Resident Workers), the effective date of the contract should commence from the date the employer obtains the employment permit (which includes specifying the minimum monthly remuneration for the domestic worker, ensuring that the wages offered do not fall below the approved amount) and when the

foreign employee is granted the stay permit. The termination date of the contract should align with the expiration of the employment permit.

As per Article 21(1) of the Law No. 7/2008, the fixed-term contract should not exceed two years. Employers may apply for a renewal within 30 to 45 days before the expiration of the contract, based on actual needs.

2.1.3.3 Contract Contents

The contract should include personal information, address, the duties and remuneration of the domestic worker, workplace, regular working hours and schedules, effective date of the contract, and the date of contract signing, among other relevant details.

2.2 Distinctive Regulatory Measures for Foreign Domestic Workers in Macau

2.2.1 General Existing Issues and Handling Approaches

2.2.1.1 Employment of Foreign Workers Already Employed by Other Employers

According to Article 32(1) of the “Lei da contratação de trabalhadores não residentes” (Law on the Hiring of Non-Resident Workers), employers are granted anonymous permission to employ foreign domestic workers. However, employing foreign workers who are already working for other employers in the Macau Special Administrative Region (SAR) is considered an illegal act, and for each employee involved in the violation, a fine ranging from MOP 10,000 to MOP 20,000 shall be imposed. Therefore, allowing foreign workers already employed by other employers in Macau to conduct trial work in the employer’s home constitutes an administrative

violation and is subject to financial penalties. Similarly, if an employer accepts work from a foreign worker without a valid employment permit, they will also be subject to the aforementioned penalty. For instance, if Employer A hires a foreign domestic worker B as their domestic assistant and B engages in prohibited activities such as cleaning for Employer C during their free time, Employer C is committing an administrative misdeed.

2.2.1.2 Employment of Non-Resident Individuals without the Required Legal Employment Conditions

According to Article 16 of Law No. 6/2004, “Regime jurídico do controlo de migração e das autorizações de permanência e residência na Região Administrativa Especial de Macau” (Legal Regime for the Control of Migration and the Authorization of Stay and Residence in the Macau Special Administrative Region), establishing an employment relationship with any person who does not possess the necessary documentation required by law, regardless of the nature and form of the contract, remuneration, or type of compensation, is punishable by a maximum imprisonment of two years. In the case of recidivism, a sentence of two to eight years of imprisonment may be imposed. Additionally, according to Article 4 of the “Lei da contratação de trabalhadores não residentes” (Law on the Hiring of Non-Resident Workers), non-residents intending to engage in domestic work are granted an employment identity stay permit based on having obtained an entry visa for work purposes and entering the Macau SAR from regions outside the Macau SAR.

From the above provisions, it can be observed that if an employer allows a non-resident individual who enters Macau as a tourist to engage in work in their home, this act constitutes a criminal offense due to the individual not possessing the required legal employment conditions, and it

will be subject to criminal penalties.

2.2.1.3 Responsibilities of Illegal Workers

According to Article 32(5) of the “Lei da contratação de trabalhadores não residentes” (Law on the Hiring of Non-Resident Workers), non-residents who provide work in the Macau SAR without being granted an employment stay permit or who provide work to employers who are not authorized to employ them will be subject to a fine ranging from MOP 5,000 to MOP 10,000.

Thus, it is evident that non-residents providing illegal work are also subject to corresponding administrative penalties. As mentioned before, if Employer A hires a foreign domestic worker B as their domestic assistant and B engages in cleaning for Employer C during their free time, foreign domestic worker B will also be penalized.

2.2.1.4 Other Penalties or Supplementary Measures

In addition to the aforementioned penalties, the law also provides additional penalties or supplementary measures for both employers and non-residents who provide illegal work.

Regarding errant employers, according to Article 33 of the “Lei da contratação de trabalhadores não residentes” (Law on the Hiring of Non-Resident Workers), their permission to employ foreign workers may be wholly or partially revoked, and their right to apply for new employment permits may be withheld for a period ranging from six months to two years.

For non-residents working in the Macau SAR without permission,

according to Article 11 of Law No. 6/2004, “Regime jurídico do controlo de migração e das autorizações de permanência e residência na Região Administrativa Especial de Macau” (Legal Regime for the Control of Migration and the Authorization of Stay and Residence in the Macau Special Administrative Region), their stay permit in the Macau SAR will be revoked.

2.2.2 Special Regulatory Measures

2.2.2.1 Cooling-off Period System - Restrictions on Job Transfers

In Macau, many domestic workers come from Southeast Asia. Due to restrictions on the entry of foreign domestic workers during the pandemic, the human resources pool has been unable to replenish itself, leading to a severe imbalance between supply and demand, resulting in various chaotic situations. Even with the monthly salaries of domestic workers being raised to seven or eight thousand patacas, it remains difficult to find qualified foreign domestic workers. Some existing workers have engaged in various speculative behaviors, including attempting to transfer jobs or even working illegally.⁶³¹

Based on this, Macau has implemented the “Cooling-off Period” system to regulate job transfers of non-local employees in accordance with the law.

According to Article 4 of the current Macau law, *Lei da contratação de trabalhadores não residentes*, foreign employees in Macau can only

⁶³¹ Haa Wan, “Implementation of Measures to Curb the Chaotic Phenomenon of Overcrowded Foreign Domestic Workers,” in *Macao Daily*, May 17th, 2022, p. A09: Local News.

work for the employer stated on their Non-resident Worker's Identification Card (commonly known as the "Blue Card") and in the approved position. This law also establishes the "Cooling-off Period" system for foreign employees who wish to "transfer jobs" before the expiration of their employment contract.

The "Cooling-off Period" system consists of two types: the "Large Cooling-off Period" system and the "Small Cooling-off Period" system.

A. The "Large Cooling-off Period" System

The "Large Cooling-off Period" system in Macau stipulates that if the "Stay Permit" for the employment status of a foreign employee is revoked or expires before the expiration of their employment contract, they will not be eligible for a new stay permit within 6 months, thereby prohibiting them from working in Macau within that timeframe.

For example, if a foreign domestic worker (Employee A) voluntarily resigns or is terminated by the employer with valid reasons such as intentional misconduct, absenteeism, or repeated disregard for work, and the employer cancels their "Stay Permit" for the employment status, Employee A will not be able to work in Macau for 6 months.

The main objectives of this system are:

1. Restricting foreign domestic workers from "job-hopping" and arbitrarily terminating contracts with their original employers.
2. Monitoring the work attitude of foreign domestic workers plays a crucial role in preventing poor work attitudes and irresponsibility that may lead to loss of life or property for the employer.

B. The “Small Cooling-off Period” System

The “Small Cooling-off Period” system differs from the “Large Cooling-off Period” system. It stipulates that if the “Stay Permit” for the employment status of a foreign employee is terminated for the following four reasons before the expiration of their employment contract, the foreign employee must engage in the same occupation as approved in their most recent employment permit within the 6-month period to be eligible for a new stay permit.

The four reasons include:

1. Revocation of the employment permit issued to the employer.
2. Mutual agreement between the employer and the employee to terminate the employment relationship.
3. Unjustified termination of the employment contract by the employer or unilateral termination by the employer.
4. Justified termination of the employment contract by the employee.

For example, if Employee A, a foreign national working in domestic service in Macau, reaches a mutual agreement with the employer to terminate the employment relationship before the expiration of the employment contract, the “Stay Permit” of Employee A will be terminated as well. In this case, if Employee A wishes to “transfer jobs,” they can only engage in domestic service for the following 6 months to be eligible for a new stay permit.

2.2.2.2 Entry Permit System - Preventing Entry for Employment Purposes under the Guise of Tourist Status

Insofar it is painstakingly difficult distinguish the purpose of entry into the Macau Special Administrative Region for non-local employees engaged in non-professional and domestic work when applying for non-resident worker permits in an anonymous manner, the Legislative Assembly of the Macau Special Administrative Region amended Law No. 4/2013, *Lei da contratação de trabalhadores não residentes*, in 2013. The amendment revised the provision that “non-resident workers are issued stay permits” to “non-local residents intending to engage in non-professional and domestic work are issued employment-based stay permits, subject to having obtained an entry permit for the purpose of work and entering from outside the Macau Special Administrative Region, excluding renewal cases.” This measure establishes an entry permit⁶³² system for foreign domestic workers based on the identification of their entry permits, determining whether they are eligible for an employment-based stay permit.

The acquisition of an entry permit is one of the key requirements of this system. When both the employer and the employee intend to establish an employment relationship, the employer submits an application for a stay permit to the Public Security Police Force. Upon completion of the initial review, an “entry permit” for work purposes is issued, informing

⁶³² The entry permit is a document issued by the Public Security Police Force as part of the employee’s stay permit, and it is not issued as an independent document but serves as a notification. The employer is required to first apply for the employment permit with the Labor Affairs Bureau, with an approximate processing time of 5 working days for domestic helper applications. Once the employer obtains the employment permit, they can proceed to apply for a non-local domestic helper either directly or through a job placement agency.

the relevant parties that the stay permit has passed the initial review. The relevant information is also recorded in the computer system of the Public Security Police Force. Subsequently, when non-local residents who have already obtained an entry permit enter from outside Macau, the system of the Public Security Police Force can identify their purpose of entry as “work” and activate a “notification,” issuing a “temporary stay permit” immediately upon entry so that they can proceed directly to the employer’s place of work.

The second requirement is to “enter from outside the Macau Special Administrative Region.” Foreign nationals who obtain an entry permit will not be granted a stay permit if they do not enter from a location outside Macau. The choice of the entry location should not be limited to the original place of residence of the hired person. This is because the foreign employee being hired may not currently reside in their place of origin, and it is unnecessary to require them to return to their place of origin before coming to Macau, which would increase travel and related costs.

The fulfillment of the two essential prerequisites, namely “obtaining an entry document for work purposes” and “entering from outside the Macao Special Administrative Region,” does not automatically entail the issuance of an “authorization to stay as an employee.” Foreign individuals are additionally obligated to adhere to the entry requirements of Macao, which include prohibitive legal provisions pertaining to stay and residence permits.⁶³³

⁶³³ For instance, in the case where a foreign individual applies for an entry permit but fails to adhere to Macao’s restrictive entry regulations and submits a counterfeit identification document.

Upon entering Macau, foreigners are initially granted a “Temporary Stay Permit,”⁶³⁴ which authorizes them to engage in legal employment within Macau. This temporary permit is issued with the objective of ensuring convenience and striking a balance between the needs of the employer and the scrutiny of the entry process. However, it is important to note that during the period of waiting for the official stay permit, any violation of entry, stay, or residence permit laws, such as the provision of false identification documents or other infractions, will result in the denial of the “Official Authorization to Stay” (commonly referred to as the “Green Stamp”). In 2019, Macau recorded 63 cases of stay permit refusals.⁶³⁵

2.2.2.3 Abolishing the Stay Permit System - Addressing the Runaway Issue of Foreign Domestic Helpers

In the event that a foreign domestic helper absconds from their place of employment, the employer is required to visit the Residence and Stay Affairs Department of the Public Security Police Force to initiate the cancellation of the employee’s “Non-resident Worker’s Identification Card” and the associated “Stay Permit.” The employer must provide pertinent information regarding this matter in the application letter. Subsequently, the foreign individual will no longer possess legal authorization to stay in Macau.

⁶³⁴ Also referred to as the “Red Seal,” this temporary document has a validity period of up to 45 days. Its issuance is in accordance with the provisions outlined in the first paragraph of Article 13 of Administrative Regulation No. 8/2010, commonly known as the “Lei da contratação de trabalhadores não residentes” (Law on the Hiring of Non-Resident Workers).

⁶³⁵ Legislative Assembly of Macau, Third Standing Committee: “Opinion No. 2/VI/2020,” p7.

3. Hong Kong’s Specialized Regulatory System for Foreign Domestic Helpers

The Employment Ordinance, as stipulated in Chapter 57 of the Hong Kong Laws, serves as the primary legislation governing employment-related matters. However, it differs from Macau’s restrictive measures targeting non-resident employees. Fundamentally, the Employment Ordinance encompasses all categories of employees, including temporary, part-time, and full-time workers, as well as foreign domestic helpers employed in Hong Kong. Accordingly, domestic workers enjoy the same fundamental employee rights as all other employees, such as statutory holidays, wage protection, safeguards against discrimination when joining a union, and so forth.

3.1 Essential requirements for hiring foreign domestic helpers

Since foreign domestic helpers are “imported” to Hong Kong from overseas, their employment status is slightly different from ordinary employees in Hong Kong. Persons interested in hiring foreign domestic helpers must demonstrate sufficient financial ability.

“Guidebook for the Employment of Domestic Helpers from Abroad”⁶³⁶ has several issues worth learning from regarding conditions:

1. For each foreign domestic helper hired, the employer must have a monthly household income of not less than HK\$15,000 or must have assets of a certain value sufficient to employ the domestic help-

⁶³⁶ [https://www.immd.gov.hk/pdforms/ID\(C\)969.pdf](https://www.immd.gov.hk/pdforms/ID(C)969.pdf), Hong Kong Immigration Department, last accessed 3/21/2023.

er throughout the contract period. The Hong Kong government will adjust this income requirement in due course.

2. The employer must be a Hong Kong resident who truly resides in Hong Kong.
3. Helpers must be provided with suitable accommodation with reasonable privacy.

3.2 Standard employment contract for foreign domestic helpers

The Hong Kong Special Administrative Region (SAR) government has introduced the “Employment Contract (For a Domestic Helper recruited from abroad)”⁶³⁷ as the designated standard employment contract for foreign domestic helpers employed in Hong Kong. This standardized contract aligns with existing legislation enforced by the Hong Kong government and comprehensively outlines the rights and obligations of foreign domestic helpers.

3.3 Establishing Minimum Wages and Regulations on Salary Deductions

In Hong Kong, foreign domestic helpers are entitled to receive a salary that meets or exceeds the prescribed minimum wage, which is currently set at HK\$4,410 per month. It is important to note that Article 5 of the standard employment contract explicitly states that employers who fail to pay wages in accordance with the contract may face criminal prosecution.

⁶³⁷ <https://www.immd.gov.hk/hkt/forms/forms/id407f.html>, Employment Contracts (for Domestic Workers Hired from Abroad), last accessed March 21, 2023.

Even if a foreign domestic helper agrees to accept a lower wage, it is prohibited for the employer to pay a salary below the stipulated minimum wage. Section 63C of the Employment Ordinance (Cap. 57) in the Hong Kong Laws establishes that employers who do not comply with the standard employment contract and pay a salary below the minimum wage may face penalties of up to HK\$350,000 in fines and imprisonment for up to 3 years upon conviction.

Furthermore, if an employer fails to fulfill the agreed-upon terms of the standard employment contract by paying a salary below the stipulated minimum wage, it may also be charged with the offense of making false statements to immigration authorities. Upon conviction, the employer could face fines of up to HK\$150,000 and imprisonment for a maximum of 14 years.⁶³⁸

In cases where both the employer and the foreign domestic helper conspire to pay a salary below the stipulated minimum wage, they may be liable for the offense of conspiracy to defraud under common law and the Crimes Ordinance (Cap. 200) of Hong Kong Laws. If found guilty, both parties could be sentenced to imprisonment for a maximum of 14 years.

It is crucial for employers to uphold the terms of the standard employment contract and ensure compliance with minimum wage requirements. Failure to do so may result in severe legal consequences, including criminal prosecution and significant penalties.

⁶³⁸ See section 42 of the Immigration Ordinance, Chapter 115, Laws of Hong Kong.

3.4 Responsibilities of Foreign Domestic Helpers

3.4.1 Prohibited from undertaking additional employment roles

Article 4 of the standard employment contract stipulates that, “A domestic helper shall not engage in any other employment or undertake any other duties for any other person, nor shall the employer arrange for the domestic helper to perform any other duties for any other person.”

This requirement is also included as part of the conditions of stay specified by the Immigration Department for foreign domestic helpers authorized to work in Hong Kong. Breaching these conditions can lead to criminal prosecution and deportation of foreign domestic helpers from Hong Kong. Employers who aid or abet foreign domestic helpers in violating the conditions of stay may also face prosecution. Upon conviction, they may be subject to a fine of HK\$50,000 and imprisonment for a period of 2 years.

3.4.2 Restricted to household duties only

In accordance with government policy, foreign domestic helpers permitted to work in Hong Kong are required to be employed by a designated employer and perform household duties exclusively at the employer’s residential address. The standard employment contract specifies that foreign domestic helpers may only work at the employer’s designated residence, even if the employer owns multiple residential units.

Article 4 of the standard employment contract explicitly states that foreign domestic helpers are obligated to perform “housework” for their employer. This provision is also a condition of stay imposed by the Immigration Department for foreign domestic helpers working in Hong Kong.

Breaching the conditions of stay can lead to criminal prosecution and deportation of foreign domestic helpers. Employers who aid or abet foreign domestic helpers in violating these conditions may also face prosecution, with potential penalties including a fine of HK\$50,000 and a maximum imprisonment term of 2 years.

The “Accommodation and Domestic Duties” section attached to the standard employment contract defines household duties as encompassing a range of tasks, including household chores, cooking, caring for elderly family members, nanny responsibilities, and childcare. It is important to note that this list serves as an illustrative example rather than an exhaustive list. The term “housework” encompasses various types of tasks, and it is impractical to expect the “Accommodation and Domestic Duties” section to comprehensively list all possible duties. The determination of whether a specific duty qualifies as “housework” depends on individual circumstances. Some tasks, such as car washing, grocery shopping, and picking up the employer’s children, can be considered as household chores even if they are performed outside the employer’s residence.

It is pertinent to mention that employers are prohibited from requiring foreign domestic helpers to serve as drivers. The standard employment contracts explicitly state that driving is not considered a domestic duty. However, under exceptional circumstances, the Immigration Department may grant special permission for foreign domestic helpers to undertake driving tasks incidental to or arising from their domestic work. In such cases, the employer must submit an application to the Director of Immigration for the necessary special permission.

3.5 Accommodation and meal arrangements

3.5.1 Accommodation

According to Article 3 of the standard employment contract, it is mandatory for foreign domestic helpers to reside at the employer's residence. Failure on the part of either the foreign domestic helper or the employer to adhere to this requirement can have serious consequences. If a foreign domestic helper seeks to apply for a work visa or extension of stay in the future, or if the employer intends to hire another foreign domestic helper, the Immigration Department will take into account any violation of the residence commitment. Consequently, their application may be rejected. Furthermore, such a violation can be regarded as providing false information to immigration personnel, which is a criminal offense. If convicted, the individual may face a fine of up to NT\$150,000 and a prison term of 14 years. Those who aid or facilitate such violations will also be subject to prosecution.

3.5.2 Meal arrangements

In Hong Kong, given that foreign domestic helpers reside with their employers, it is the employer's responsibility to furnish the helper with complimentary meals. In cases where the employer fails to provide meals, a meal allowance must be given to the helper. Presently, the minimum meal allowance stands at HK\$1,053 per month.

3.6 Insurance system

3.6.1 Mandatory Insurance: Employees' Compensation Policy

Under Hong Kong law, employers are required to maintain a valid insurance policy that covers their liability in case of employee

injuries that occur during the course of employment.

Section 40 of Cap. 282, known as the “Employees’ Compensation Ordinance” in Hong Kong Laws, states that unless an employee possesses a valid insurance policy issued by an insurer, which provides coverage for the employer’s legal liability in an amount not less than the specified requirement outlined in the Ordinance, the employer is prohibited from engaging the employee in any work. This legal provision also extends to employment relationships involving foreign domestic helpers.

Failure on the part of an employer to procure appropriate employees’ compensation insurance for their employees may result in the commission of a criminal offense. Upon conviction, the employer may face a maximum fine of HK\$100,000 and potential imprisonment for a term of 2 years.

3.6.2 Medical and Travel Insurance

In addition to the obligatory employees’ compensation insurance, it is essential for employers to secure supplementary insurance coverage for their foreign domestic helpers, specifically medical and travel insurance.

3.6.2.1 Medical Insurance

The employer bears the responsibility of covering the medical expenses of their foreign domestic helper. As stated in Article 9 of the Standard Employment Contract: “During the specified period of employment (excluding voluntary departures from Hong Kong for personal reasons), the employer must provide free medical care for the helper in case of illness or injury, regardless of whether it arises from employment. This includes

consultation fees, hospitalization expenses, and dental emergencies.”

3.6.2.2 Travel Insurance

According to Part 4 of the Employees’ Compensation Ordinance, all employers are legally obligated to secure insurance coverage for various compensation liabilities. In cases where employers travel with their children or elderly family members, and bring along their foreign domestic helpers to provide care for these individuals, travel insurance becomes a necessity.

3.7 Circumstances of termination of employment contract

3.7.1 Reason for Termination

3.7.1.1 Termination by Notice or Payment in Lieu of Notice

According to Article 2 of the standard employment contract, the employment period for a foreign domestic helper is two years, starting from one of the following dates: the day the helper arrives in Hong Kong, one day after the expiry date of the previous domestic helper contract signed with the same employer, or the date when the Director of Immigration approves the helper’s stay in Hong Kong to start working under the employment contract. If both parties do not renew the contract upon its expiration, the employment contract will naturally come to an end.

However, Article 10 of the standard employment contract also states that both the employer and the foreign domestic helper have the right to terminate the employment contract by providing written notice of one month or payment in lieu of notice equivalent to one month’s salary.

3.7.2 Termination without Notice or Payment in Lieu of Notice

Under exceptional circumstances, both the employer and the foreign domestic helper have the option to terminate the employment contract without giving notice or payment in lieu of notice.⁶³⁹

The employer may summarily dismiss a foreign domestic helper without notice or payment in lieu of notice if the helper willfully disobeys lawful and reasonable orders related to domestic work, behaves inappropriately, fails to perform duties faithfully, commits fraud or dishonesty, or habitually neglects their duties. However, it is crucial for employers to note that summary dismissal is a severe measure and should only be applied in cases of severe misconduct or failure to improve despite repeated warnings.

Foreign domestic helpers may also terminate their employment contract without notice or payment in lieu of notice under the following circumstances: reasonable fear of physical danger from violence or disease, mistreatment by the employer, or registered employment after being employed for a minimum of 5 years. Additionally, if a doctor or registered Chinese medicine practitioner certifies that the helper is permanently unfit for the current job, they may terminate the employment contract.

3.7.2 Mandatory Requirements for Termination: Notification to the Director of Immigration

In the event of the employer and foreign domestic helper terminating their employment relationship before the contract's expiration (wheth-

⁶³⁹ see the provisions of Article 10 of Hong Kong's Standard Employment Contract.

er through notice, payment in lieu of notice, or summary dismissal), both parties are required to submit a “Notification of Termination of Employment Contract with Foreign Domestic Helper” to the Director of Immigration within 7 days of contract termination.

If the domestic helper’s employment contract is terminated early, they are allowed to stay in Hong Kong for a maximum of two weeks. Failure to leave Hong Kong within the specified period may result in a breach of the conditions of stay. Employers must refrain from assisting foreign domestic helpers in overstaying their authorized stay, including agreeing not to notify the Director of Immigration about the early termination of their employment contract. Such actions may be deemed as aiding and abetting the violation of stay conditions, and if convicted, could lead to a fine of HK\$50,000 and imprisonment for 2 years.

3.7.3 Post-termination treatment of contractual rights: Additional Payments, Rights, and Benefits

In the event of termination of an employment contract, foreign domestic helpers are entitled to the same protection as any other employee under the Employment Ordinance (Cap. 57). Specifically, the domestic worker is entitled to the following:

Unpaid Wages: Any outstanding wages that remain unpaid must be settled by the employer.

Pay in Lieu of Notice: If applicable, the domestic worker is entitled to receive payment in lieu of notice.

Annual Leave: The domestic worker is entitled to receive wages in lieu of any unused annual leave and pro-rata annual leave pay for the current holiday year.

Statutory Holidays: Wages in lieu of any unpaid statutory holidays must be provided to the domestic worker.

Long Service Payment or Severance Payment: Depending on the circumstances, the domestic worker may be entitled to receive long service payment or severance payment, as prescribed by applicable laws.

As foreign domestic helpers are “imported” into Hong Kong from overseas, employers have an obligation to provide them with free return air tickets to their place of origin upon termination or expiration of the employment contract.

Furthermore, the employer is required to provide a daily meal and transportation allowance of HK\$100 from the day the foreign domestic helper departs from Hong Kong until they arrive at their place of origin. The duration of this allowance should be reasonable and sufficient, taking into consideration the most direct route from Hong Kong to the helper’s place of origin. Typically, one to two days of meal and transportation allowance is considered appropriate for foreign domestic helpers from Asian countries.

There are no specific restrictions regarding whether the employer should provide open-ended air tickets or air tickets with fixed dates. It is subject to mutual agreement between the employer and the domestic helper. In some cases, employers and foreign domestic helpers may agree to a monetary sum in lieu of airfare. While this practice is not prohibited by law, it is advisable for employers to document such arrangements in writing to mitigate the likelihood of future disputes.

3.7.4 Renewal situation after termination

If the employer and the foreign domestic helper mutually agree to renew the contract, the domestic helper will still be required to return to their country of origin for a 7-day vacation before the new contract comes into effect. The expenses for this vacation will be borne by the employer.

3.7.5 Assessment of re-entry after termination

There have been rumors regarding the existence of an Immigration Department “blacklist” for employers with a history of poor treatment of foreign domestic helpers. This includes employers who have terminated multiple helpers within a short period, violated the standard employment contract, or have been convicted of breaching the Employment Ordinance, among other factors.

While it is true that the Immigration Department maintains employment records for all foreign domestic helpers, including the records of individual employers, the presence of an employer on the so-called “blacklist” does not automatically disqualify them from hiring foreign domestic helpers. The Director of Immigration in Hong Kong possesses broad discretionary powers to assess each application for hiring foreign domestic helpers and will make independent decisions on a case-by-case basis.

3.8 General problems and solutions

3.8.1 Issues with salary deductions for foreign domestic helpers

In Hong Kong, when a foreign domestic helper’s mistake or negligence directly results in damage or loss to the employer’s property, the employer has the right to deduct the helper’s wages as compensation. How-

ever, the maximum deduction for each damaged or lost item is HK\$300. Furthermore, the total amount deducted should not exceed one-fourth of the wages that the helper would have earned during that wage period. The author believes that the term “amounts deducted from employees in any wage period” implies that the deductions should align with the damage or loss incurred in the same wage period. Therefore, employers should not spread the deductions across multiple months, as it infringes upon the rights of foreign domestic helpers.

3.8.2 The trade-off between installing video cameras and privacy protection

Due to various reasons, some employers desire to install video cameras at home to monitor the behavior of domestic helpers in their absence. However, this raises concerns regarding potential violations of privacy laws. Achieving a balance between the two and avoiding legal predicaments is an important issue in Hong Kong and Macao.

In Hong Kong, employers should conduct video surveillance using transparent methods, such as clearly informing the helpers about the presence of video recording or placing cameras in obvious locations. Employers should only resort to covert video recording in exceptional circumstances. For instance, if there are serious suspicions and evidence of abuse towards a child or elderly person in the household, or if property theft has occurred, employers may consider using hidden cameras or other covert measures to monitor the behavior of the domestic worker.

However, in Macau, this practice requires even greater caution. As per the stipulations outlined in the Macau Penal Code under the section “Illegal Recordings and Photos,” even if the individual engaging in such behavior is legitimately involved in the event, there remains a risk of fines

or even imprisonment if the consent of the party involved cannot be obtained.⁶⁴⁰ Additionally, the “crime of intrusion into private life” imposes stringent limitations on recording and filming, allowing only for “appropriate methods to achieve legitimate and significant public interests.”⁶⁴¹ These restrictions are more stringent compared to those in Hong Kong.

3.8.3 Addressing Discrimination against Foreign Domestic Workers

Discrimination laws in Hong Kong play a significant role in employment law, encompassing various categories such as gender, disability, family status, and racial discrimination. When it comes to foreign domestic workers, employers should pay particular attention to matters related to gender and racial discrimination.

3.8.3.1 Gender Discrimination

Gender discrimination often arises in cases involving pregnant foreign domestic workers. Under Article 8 of the Sex Discrimination Ordinance (Cap. 480) of Hong Kong laws, employers are explicitly prohibited from treating pregnant employees unfairly. For instance, requiring a pregnant employee to perform physically demanding tasks may constitute discriminatory conduct.

Article 15 of the Employment Ordinance (Cap. 57) of Hong Kong laws states that, unless a domestic helper is summarily dismissed due

⁶⁴⁰ see the provisions of Article 191 (illegal recordings and photographs) of the Macau Penal Code.

⁶⁴¹ See the provisions of Article 186 (Intrusion into Private Life) of the Macau Penal Code.

to gross negligence, employers are prohibited from terminating the employment of a pregnant domestic worker from the date of confirmation of pregnancy by a medical certificate until the end of maternity leave. Violation of section 15 can lead to prosecution, with potential fines of up to HK\$100,000. Employers are also required to provide compensation equivalent to one month's salary in lieu of notice, as well as compensation equivalent to 10 weeks of maternity leave pay that the domestic worker would have received if not dismissed.

3.8.3.2 Racial Discrimination

In Hong Kong, employers are prohibited from hiring or refusing to hire individuals based on race-related grounds. However, it is evident that foreign domestic helpers are hired precisely to allow employers in Hong Kong to engage helpers of a different race. Recognizing this, the Hong Kong Race Discrimination Ordinance (Cap. 602), Section 10, specifies that discrimination against another person based on race in relation to the employment of domestic helpers on the premises will not be considered illegal.

It is important to note that this exception only applies during the initial hiring process. Once a foreign domestic helper has been hired and is on the job, any instances of racial discrimination will still be regulated by relevant laws. For example, making racially derogatory jokes or communicating with a foreign domestic helper in a contemptuous or offensive manner based on their race can constitute racial harassment.

The protection order in Macau is primarily based on Article 1, Paragraph 1a) of the "Convention concerning Discrimination in Respect of Employment and Occupation," which prohibits any distinction, exclusion, or preference that impairs equality of opportunity or treatment in employ-

ment or occupation based on race, color, gender, religion, political opinion, national origin, or social origin. Additionally, Macau incorporates principles from the “Convention on the Elimination of all Forms of Discrimination Against Women” and general principles of fairness in other relevant laws and norms.

4. Links and Differences between the Legal Policies on Foreign Domestic Helpers in Hong Kong and Macao

4.1 Links

Both Hong Kong and Macao have set up specialised agencies within the government to regulate foreign domestic helpers and formulate domestic helper policies. Both agencies emphasise that employers should comply with the provisions in the employment contract, which should specify the rights and obligations of both parties, such as wages, working hours, job content, holidays, etc. The employers are also required to comply with the laws and regulations on the employment of foreign domestic helpers. At the same time, employers are also required to provide social insurance and welfare benefits for their domestic helpers in accordance with the regulations, to take out health insurance for their foreign domestic helpers, and to ensure that their accommodation meets safety and hygiene standards. Foreign domestic helpers are also required to hold valid working visas in order to work legally in both places and are protected by employment laws.

To ensure that the working conditions of foreign domestic helpers are reasonable, both Hong Kong and Macao have enacted relevant legislation. For example, Hong Kong has stipulated the minimum wage and working hours standards for foreign domestic helpers, while Macao has also adopted general regulations and international conventions to prevent discrimination and infringement of the privacy rights of foreign domestic helpers.

4.2 Differences

There are similarities between Hong Kong and Macao in terms of the law on foreign domestic helpers. However, due to different social and cultural backgrounds, different levels of economic development, and different policies on the importation of talents and immigration, there are still major differences in terms of the “content of the employment contract” and the “protection of the rights of foreign domestic helpers” between Hong Kong and Macao. There are still significant differences between the two places in terms of “the content of employment contracts” and “the protection of the rights of foreign domestic helpers”.

There are differences between Hong Kong and Macao in terms of wages, benefits and protection of the rights of foreign domestic helpers. As Hong Kong is a more mature economy with more developed financial, commercial and service industries, the policy on foreign domestic helpers is more standardised and strict, and the employment requirements and the “minimum wage” paid by employers are clearly set out in the regulations. As the supply and demand of foreign domestic helpers is relatively balanced and there are relatively more job seekers, domestic employers are required to offer relatively better fringe benefits when recruiting foreign domestic helpers in order to attract and retain foreign domestic helper talents. As a result, Hong Kong’s legal provisions are more focused on providing benefits and protection to foreign domestic helpers.

Macau, on the other hand, has a smaller economy, and its economy is more dependent on the tourism and entertainment industries, so the laws of the MSAR are relatively flexible in this respect. Against the backdrop of Macau’s small labour market, the legal regulation of foreign domestic helpers in Macau adopts flexible measures, such as the aforementioned

“cold river” system and the “entry voucher system” for foreign domestic helpers to enter the territory, and does not have too rigid provisions on welfare policies, etc. for foreign domestic helpers. There are no hard and fast rules on the welfare of foreign domestic helpers.

5. Challenges of Introducing Foreign Domestic Helpers to the Hengqin Deep Cooperation Zone

5.1 Policy Obstacles

Mainland China has implemented more stringent policy restrictions on foreign domestic helpers, treating the service behavior of general citizens hiring foreign domestic helpers as unlawful activities, and general foreigners do not have relevant visa permits, and most foreign domestic helpers staying in various parts of China are suspected of violating the rules to apply for extended trade and commerce visas for unlawful persons.⁶⁴²

Although Shanghai, Shenzhen, Guangzhou and other places have successively issued rules for the implementation of the new immigration policy and opened up the foreign domestic helper market to a certain extent, most of the employers are high-level talents and professionals with permanent residency.⁶⁴³ Foreign domestic helpers require special visas and

⁶⁴² See Criminal Judgment No. 14 of Shanghai No. 1 Intermediate People’s Court (2017) Shanghai No. 01 Criminal Judgment No. 14 ; Shanghai First Intermediate People’s Court (2017) Shanghai 01 Criminal Judgment No. 7; Shanghai First Intermediate People’s Court (2018) Shanghai 01 Criminal Judgment No. 1, etc.

⁶⁴³ See, e.g., “Shanghai Exit and Entry Policy ‘New Ten’ Implemented,” in Qidong Daily, December 12, 2016.

work permits to work in mainland China. The application threshold for these visas and work permits is relatively high, and they need to meet relevant conditions and criteria for case-by-case approval. The number of foreign domestic helpers is also subject to strict quotas, with each city and region having its own quota and approval procedures.

The Regulations on the Promotion of the Development of the Hengqin in Guangdong-Macao Deep Cooperation Zone actively promote the establishment of a mechanism for the filing of applications for qualified foreign domestic helpers in the Zone, so as to provide services to Macao residents and overseas high-end talents and talents in short supply.⁶⁴⁴ However, the introduction of foreign domestic helpers is not a major concern. However, the program for the introduction of foreign domestic helpers is only at the initiative and initial stage, and does not yet have specific policy initiatives on “how to introduce”.

5.2 Legal Challenges

As a result of the policy barriers, the introduction of foreign domestic helpers into the Guangdong-Macao Deep Co-operation Zone also faces challenges at the legal level. Although this policy guideline provides the right direction for the local legislation of Hengqin, it fails to meet the urgent needs of Macao residents and expatriates living in Hengqin for domestic helper services, which runs afoul with the urgency of the current applicable law.

According to the Immigration Control Law, foreigners entering and

⁶⁴⁴ see Article 41 of the Regulations on the Promotion of the Development of the Hengqin Guangdong-Macao Deep Cooperation Zone

leaving the country should hold valid permits and strictly abide by laws, regulations and national rules. When applying for a visa, a foreigner who has been hired or employed to work in China shall possess a certificate of employment or employment.⁶⁴⁵ The foregoing provisions set forth the external general and basic conditions for foreigners to go to China for employment. China's main regulation of specific labor relations within foreigners is the Administrative Regulations on the Employment of Foreigners in China, according to which foreigners employed in China should enter the country with a Z-visa (if there is an agreement on mutual exemption of visas, it shall be handled in accordance with the agreement), and after entering the country, they should obtain an Employment Certificate for Foreigners and a Residence Certificate for Foreigners before they are allowed to be employed in the territory of China.⁶⁴⁶ At the same time, this provision prohibits individual economic organizations and private citizens from employing foreigners.⁶⁴⁷ The regulations also prohibit individual economic organizations and private citizens from employing foreigners. The above provisions impose restrictive measures on foreigners' access to employment, and in particular prohibit the hiring of domestic workers by private households in general.

Although the admission policy for foreign domestic helpers has

⁶⁴⁵ see the provisions of Article 8 of the Law of the People's Republic of China on the Administration of the Entry and Exit of Aliens

⁶⁴⁶ See the provisions of Article 8 of the Administrative Regulations on the Employment of Foreigners in China]. See Article 8 of the Regulations on the Administration of Foreigners' Employment in China

⁶⁴⁷ see Article 33 of the Regulations on the Administration of Foreigners' Employment in China

been loosened in recent years, the overall policy is still very strict, and the admission of foreign domestic helpers is only liberalized for a very small number of people.⁶⁴⁸

If a foreign domestic helper is introduced into the Hengqin Deep Cooperation Zone, he or she must comply with the relevant national and Guangdong provincial policies and laws on the entry and exit of foreigners in order to working the Hengqin Deep Cooperation Zone. However, according to the relevant regulations of Guangdong Province, the type of visa held by these foreign domestic helpers is not a working visa, but a residence permit for private affairs.⁶⁴⁹ This type of permit is mainly a family visit visa.⁶⁵⁰ Whether foreign domestic helpers are regarded as “foreigners

⁶⁴⁸ In Shanghai, Guangdong Province and Shandong Province, for example, the main subjects covered are foreign high-level talents and high-level talents from Hong Kong, Macao and Taiwan. For details, see “Several Measures to Facilitate Services for Foreigners Coming to Work in Shandong Province”, and “Shanghai’s ‘New Ten Articles’ on Exit and Entry Policies Announced in December 2016”, and other government documents.

⁶⁴⁹ Foreign high-level talents, as well as high-level talents from Hong Kong, Macao and Taiwan in Guangdong Province who have been granted permanent residence status or work-type residence permits in China, may apply for residence permits for the corresponding period of time for the foreign domestic helpers hired by them, by providing a personal guarantee and an employment contract (with an additional note on “domestic helpers”). For details, please refer to the website of China (Guangdong) Pilot Free Trade Zone at http://ftz.gd.gov.cn/zcfg237/zcjd/content/post_918858.html#zhuyao, last accessed on April 4, 2023.

⁶⁵⁰ The private affairs visa category is distinguished into two types based on the duration of entry:

S1: Spouses, parents, children under 18 years of age, parents of spouses of foreigners who enter for a long period of time (more than 180 days) to visit relatives and stay in China for work, study and other reasons, as well as those who need to stay in China for other private affairs.

employed in China” in the Hengqin Deep Cooperation Zone, as it is not consistent with formal work visas. If foreign domestic helpers cannot be considered as foreign workers, it is difficult to protect their working hours, rest, vacation, labor safety and hygiene, and social insurance through the existing legal norms, since they are not consistent with official work visas.

At the same time, the most important national labor legislation in China includes the Labor Law, the Labor Contract Law, and the Regulations for the Implementation of the Labor Contract Law. Even if we recognize foreign domestic helpers as an official foreign occupation, according to the relevant provisions of the Regulations on the Administration of Foreigners’ Employment in China, foreigners’ working hours, rest, leave, labor safety and health, and social insurance in China shall be implemented in accordance with the relevant state regulations.⁶⁵¹ Labor disputes between employers and employed foreigners shall be handled in accordance with the Labor Law of the People’s Republic of China and the Law of the People’s Republic of China on Mediation and Arbitration of Labor Disputes.⁶⁵² However, according to the Interim Measures for the Participation in Social

S2: Family members (spouse, parents, children, children’s spouses, siblings, grandparents, grandchildren, grandchildren and parents of spouses) of foreigners who enter China for short-term (not more than 180 days) to visit relatives and who need to stay in China for reasons such as work or study, as well as those who need to stay in China for other private affairs.

For details, see the Introduction to Visas to China on the China Consular Service website http://cs.mfa.gov.cn/wgrlh/lhqz/lhqzjj_660596/, last accessed April 4, 2023.

⁶⁵¹ see Article 23 of the Regulations on the Administration of Foreigners’ Employment in China.

⁶⁵² see the provisions of Article 26 of the Provisions on the Administration of Employment of Foreigners in China

Insurance by Foreigners Employed in China and other laws relating to the rights and guarantees of foreigners in employment, the subject of the obligation shall be the enterprise or public institution.⁶⁵³ There are no general individuals or individual economic organizations, which is not compatible with the current situation of foreign domestic helpers. Laws such as the aforementioned Regulations on the Administration of Foreigners' Employment in China also do not clearly stipulate whether foreign domestic helpers and other foreigners are subject to China's labor contract law in mainland China, and the signing of a domestic helper's labor contract is not properly protected. Therefore, there is a considerable legislative gap in how to regulate the contractual matters and social insurance system of foreign domestic helpers in the process of domestic service; the lack of legislation may make it difficult to realize good protection of the rights of employers and foreign domestic helpers before, during and after the process of domestic service.

In addition to that, when introducing foreign domestic helpers in the Hengqin Deep Cooperation Zone, the legal obstacles faced also stem from Macao's immigration and employment policies. Currently, Macao residents can freely enter and exit Macao and Hengqin, but the foreigners they employ need to meet the appropriate visa and work permit conditions. At the same time, Hengqin, as a kind of emerging special development zone, also has certain differences in policies and regulations with Macao and Hong Kong, and further efforts are needed here in terms of policy and regulation integration. Therefore, the introduction of foreign domestic helpers into the Hengqin Deep Cooperation Zone also needs to weigh the interests of all parties and the laws and regulations, in order to formulate a reasonable policy that is in line with the legal requirements and the actual needs.

⁶⁵³ see the provisions of Article 3 of the Interim Measures for the Participation in Social Insurance by Foreigners Employed in China

5.3 Obstacles to the direct entry of foreign domestic helpers from Macao to work in the Hengqin Deep Cooperation Zone

Based on the policy direction of “building a new home that facilitates the life and employment of Macao residents”, the targets of foreign domestic helpers should mainly be Macao residents. Hiring foreign domestic helpers from Macao and bringing them to live in the Hengqin Deep Cooperation Zone may be an ideal choice for some Macao residents who come to live in the Hengqin Deep Cooperation Zone. However, as this part of the legislation between the Hengqin Deep Cooperation Zone and Macao is not connected, and there is no special policy to support this practice, bringing Macao’s foreign domestic helpers to work in the Hengqin Deep Cooperation Zone directly cannot be realized for the time being.

5.3.1 Location Restrictions

5.3.1.1 Employer

According to the provisions of Law no. 21/2009 “Law on the Employment of Foreign Employees”, employers who need to employ foreign domestic helpers must first obtain an employment authorization, which must be applied to the Labour Affairs Bureau (LAB).

The authorization issued by the LAB authorizes the employer to employ a foreign domestic helper in the Macao SAR, but not outside the Macao SAR. If the employer takes the foreign domestic helper to reside permanently outside the Macao SAR, for example, in Shenzhen Hopes, it is against the content of the authorization.

Moreover, according to the Order of the Secretary for Economy and Finance no. 59/2018, “Format of Printed Application for Employment of Foreign Domestic Helpers”, employers are also required to fill in a specific place where the foreign domestic helper will be working in Macao, which obviously restricts Macao residents from going to live in Shamshuipo District together with the foreign domestic helper they employ.

5.3.1.2 Employee

After the employer receives the approval of the Employment Permit from the Labour Affairs Bureau, the employer or his/her legal representative has to go to the Public Security Police Station to apply for the Stay Permit for Foreign Employee for the employed non-resident, which is a “Stay Permit for Employee Status”.

According to Article 7 of Administrative Regulation no. 8/2010 “Regulations for the Implementation of the Law on the Employment of Foreign Employees”, “non-residents may work in the MSAR only after they have been issued with a permit to stay in the capacity of an employee and only if the permit remains valid.” The permission to stay is also limited to the stay and work of the foreign domestic helper within the MSAR and not outside the MSAR.

5.3.2 Time Limit

Although foreign domestic helpers in Macao have the freedom to leave and enter Macao, according to Article 12(1)(c) of Law 21/2009 “Law on the Employment of Foreign Workers”, if an employee employed under an employment authorization is not present in Macao for more than three consecutive months, the authorization will be invalidated.

Therefore, if a foreign domestic helper is brought from Macao to the Hengqin Deep Cooperation Zone, it is possible that the foreign domestic helper's employment authorization in Macao will be invalidated due to the fact that the period of absence exceeds three months.

5.3.3 Limitations in the application of laws

When a foreign domestic helper is hired from Macao, it is expected that all labor disputes between the two parties will be handled in accordance with the provisions of Law no. 7/2008 on Labor Relations, as amended by Law no. 8/2020, and Law no. 21/2009 on the Employment of Foreign Employees, at the time of his/her employment.

The contract between the employer and the employee is also based on Macao law, and the application of the law has been agreed upon in the contract in most cases. For example, "For matters and situations not specified in this contract, if both parties have agreed otherwise and if they do not contradict other laws or regulations, they shall be dealt with according to the agreement; if both parties have not agreed, they shall be dealt with in accordance with the labor laws and regulations in force in the Macao Special Administrative Region." and "For matters and situations that have been specified in this contract or otherwise agreed by both parties, if they are in conflict with the labor laws and regulations in force in the Macao Special Administrative Region, the labor laws and regulations in force in the Macao Special Administrative Region shall prevail."

The restrictions on the location, hours of service and laws to be observed by foreign domestic helpers introduced in Macao do not justify their work in the Hengqin Deep Cooperation Zone.

6. Major reference to the system in Hong Kong and Macao

The main reference to the system of Hong Kong and Macao should be considered from two perspectives. Reference should be made to the normative framework for the management of foreign domestic helpers in the two places, and the contents suitable for the Hengqin Deep Cooperation Zone should be selected for reference. On the other hand, a pilot scheme should be set up, with policy first, and legal support finally implemented in the course of continuous improvement.

The formulation of relevant policies and regulations should focus on providing foreign domestic helpers with more convenient visas and concise work permit application procedures, and at the same time strengthening the protection of the rights and interests of foreign domestic helpers by providing them with the necessary insurance and welfare benefits. To provide employers and foreign domestic helpers in the Hengqin Deep Cooperation Zone with appropriate policy support in terms of special laws for their work and life.

6.1 Requirements for Employers

6.1.1. Family status

As a pilot first, as a policy to benefit Macao residents, it is suggested that the beneficiaries, i.e. the status elements, of employers in the Hengqin Deep Cooperation Zone are Macao SAR residents, mainly Macao residents residing in the Hengqin Deep Cooperation Zone. Whether the financial status of the employer's family, monthly or annual income is taken into account; and whether there are requirements on the employer's family status (e.g. including children under 8 years old or elderly people over 65 years old) can be left to the discretion of the Hengqin Deep Cooperation

Zone according to the situation, and can also be refined in the policy.

The biggest difference between Hong Kong and Macau in terms of employer requirements is that Hong Kong will have a mandatory requirement on the income of the employer, but Macau puts the requirement in the administrative vetting of employers and deals with it in a more flexible manner.

The Hengqin Deep Cooperation Zone can make reference to either of the above two approaches in this issue, but whichever approach is adopted, the income status of the employer should be taken into account and adjusted accordingly in the light of changes in the level of economic development. The approach adopted in Hong Kong is more intuitive and enables the public to judge directly whether their income meets the standard, whereas the approach adopted in Macao is more flexible, making such income one of the factors to be taken into account in considering the employer's family status in a holistic manner, and approvals will be granted on a case-by-case basis.

When formulating the policy on foreign domestic helpers in the Hengqin Deep Cooperation Zone, it should favor the culture of Macao residents, incorporate the characteristics of Macao residents, and take into account the differences in family situations and income levels. At the same time, the policy should also be able to remain flexible in the midst of continuous economic development in order to meet the needs of different periods.

6.1.2 Permanent Residence

Under the laws of Hong Kong, an employer must be a Hong Kong resident who is a *bona fide* resident of Hong Kong, with the restriction that his/her usual place of residence is the HKSAR.

Reference can be made to such requirement in the Hengqin Deep Cooperation Zone. If a Macau resident is not a *bona fide* resident of the Hengqin Deep Cooperation Zone, but frequently travels with foreign domestic helpers, it is very likely that problems such as conflict of laws between the two places will arise. For example, this Macau resident may bring the foreign domestic helper employed in Hengqin back to Macao to work. This is because this employer may not have an employment permit from Macao, and the foreign domestic helper may not have a stay permit from Macao. The employer's employment permit and the employee's permission to stay in Macao may not be applicable to the Hengqin Deep Cooperation Zone under the existing laws. Therefore, it is necessary for employers and foreign domestic helpers to take Hengqin as their usual place of residence in order for the employment act to be established.

At the same time, the author of this paper believes that the employer's family conditions for hiring foreign domestic helpers in the Hengqin Deep Cooperation Zone can be more relaxed compared to Macau, for example, the administrative review of the employer's income and the employer's family members, etc. If the administrative review can be relatively relaxed, it will automatically entice Macau residents to live in Hengqin.

6.1.3 Provision of accommodation to employees

In formulating regulations on the provision of accommodation to foreign domestic helpers, the Hengqin Deep Cooperation Zone should

take into account the legal and cultural differences between Hong Kong and Macao in terms of the requirements for employing foreign domestic helpers. In Macao, there is no mandatory requirement on the provision of accommodation for employees. If the employer is unable to provide accommodation, he/she may choose to provide an accommodation allowance for the employee to stay away from home. In Hong Kong, however, there is a requirement that the domestic helper must be provided with suitable accommodation with reasonable privacy.

The accommodation provisions regulated for domestic helpers outside Hong Kong may not be applicable to the existing situation in Sham Shui Po, e.g. it may not be clear at this point in time whether the room types in Macao New Street in Sham Shui Po will be able to fulfill the requirement. In some cases, there may be a situation where a Macao family does not have enough rooms to utilize in their residence in the Hengqin Deep Cooperation Zone, and there will inevitably be difficulties in enforcing the mandatory provision of suitable and reasonably private places of accommodation for foreign domestic helpers.

In order to avoid these problems, the Hengqin Deep Cooperation Zone should make more reference to the provisions of Macao and flexibly enforce the implementation of the accommodation requirements, and consider each case on a case-by-case basis. In considering the provision of accommodation or accommodation allowance, more feasible options should be provided to employers, taking into account the availability of housing in the Hengqin Deep Cooperation Zone. Employers are allowed to provide accommodation allowance for their employees to stay away from home. Such a move would, on the one hand, comply with the original foreign domestic helper requirement for Macao residents, and on the other hand, be able to take into account the requirements of Hong Kong.

6.2 Contractual Matters

6.2.1 Contents of the contract

Hong Kong belongs to the common law system while Macao belongs to the civil law system, and the differences in legal thinking between these two legal systems cannot be ignored in our comparative study.

In Macao's foreign domestic helpers contract, the law only stipulates some necessary elements, if it does not violate the mandatory provisions of the law labor and management to agree on a larger space, this contract tends to reflect a kind of contract between the parties to the "consent"; it also tends to confer relevance to good faith, fairness and freedom of contract. The main concern is this regard is the broader context and the intention of the parties, which usually makes the contract more difficult for the parties to agree.

In Hong Kong, the "Employment Contract (for domestic helpers employed from abroad)" contract lists most of the rights and obligations of employers and employees, while adopting a strict expressionism. The interpretation of the contract can only be carried out through the express terms of the contract, which is geared towards the "promise" of the parties to the very terms of the contract. The main focus is on the written word, and one party is restricted from providing extrinsic evidence that contradicts or adds to the written terms of the contract. Indeed, we often see statements such as "This Agreement constitutes the entire agreement between the parties and supersedes and terminates all prior discussions".

To the extent that the Hengqin Deep Cooperation Zone draws on the regulation of the content of foreign domestic helper service contracts, it is important not to lose sight of the differences in legal thinking and legal

culture between Hong Kong and Macao. To summarize, Macau's foreign domestic helper service contract tends to emphasize the "consent" of the contracting parties and the freedom of contract, and focuses on the principles of good faith and fairness, seeking a broader context and the intention of the parties. Compare this with the Hong Kong Employment Contract which lists the rights and obligations of the contracting parties almost exclusively and adopts a strict contractual appearance doctrine, which can only be interpreted through the express terms of the contract.

In view of the above, it is recommended that the Hengqin Deep Cooperation Zone should give priority to the Macao practice when formulating the contract for domestic helpers, so as to chime in with the culture of the Macao residents, the legal tradition of the Mainland which favors the civil law system, and the objective of the Hengqin Deep Cooperation Zone, which is to "strengthen the co-operation between Guangdong and Macao, and to build a new home for Macao". At the same time, this practice is also applicable to the initial stage of the introduction of foreign domestic helpers into the Hengqin Deep Cooperation Zone and the blankness of the legal normative system. Instead of stipulating the content of the contract in too much detail, both parties should be given more room for negotiation, which will breed both communication and understanding between the domestic helper and the employer, thus reducing unnecessary disputes and conflicts.

6.2.2 Form of contract

Both Hong Kong and Macao require employers and employees to sign an employment contract, and the employer must sign the employment contract with the foreign domestic helper in writing in duplicate, with each employer and employee holding a copy of the contract.

At the initial stage of the introduction of the FDH scheme in the Hengqin Deep Cooperation Zone and in view of the inadequacy of the relevant legal system, a written contract will help to ensure that both parties abide by the terms of the contract in accordance with its contents, minimize disputes and provide evidence in case of dispute resolution.

If the situation permits, a copy of the contract can be submitted to the agency for backup and easy monitoring.

6.2.3 Duration of the contract

To address the issue of contract duration, Hengqin Deep Cooperation Zone can draw reference from Macau and Hong Kong and standardize the contract duration to “match the duration of the employer’s employment authorization and the employee’s stay authorization and can be renewed before expiry”. This would facilitate the eventual operationalization of the foreign domestic helper policy.

However, the mobility of labor resources does not only refer to the international importation or exportation of labor, but also includes the mobility of laborers between regions within a country. Before the introduction of foreign domestic helpers into the Hengqin Deep Cooperation Zone, the mainland domestic helper market had already been established in the Hengqin Deep Cooperation Zone. In order to avoid excessive distinction between the contracts of mainland domestic helpers and foreign domestic helpers in terms of the applicable law, which would result in the fragmentation of the domestic helper market and the “shock” of the cultural concepts of traditional Chinese domestic helper, it is therefore not recommended that, as far as the content of the labor contract is concerned, the contract of foreign domestic should be fair, clear, simple and balanced. However, as foreign domestic helpers are involved in the immigration and other legal

requirements, it is necessary to make reference to the provisions of Hong Kong and Macao in respect of the period of the contract of a foreign domestic helper, so that he/she is subject to the restriction on the duration of the employer's authorization of employment and is also subject to the restriction on the employee's authorization of stay.

6.3 Minimum Wage Protection

Regarding the issue of minimum wage protection for foreign domestic helpers in the Hengqin Deep Cooperation Zone, the author does not recommend making reference to the minimum wage protection in Hong Kong in the Hengqin Deep Cooperation Zone because the high competency requirements of employers in hiring foreign domestic helpers may inhibit some employers' desire to hire foreign domestic helpers. Macao, on the other hand, considers this wage protection on a case-by-case basis in the vetting and approval process.

This is because, as Macao residents living in Hengqin, it cannot be ruled out that some of them are working class people who come to live in the Hengqin Deep Cooperation Zone. Apart from some businessmen and professional and technical people, a certain percentage of Macao families come to live in the Hengqin Deep Cooperation Zone for the purpose of avoiding the high property prices and consumption in Macao itself. It can be expected that their incomes may not be very high, and if they are regulated by higher requirements, there is a possibility that an excessive burden will be imposed on them, which will be even heavier than the burden of hiring foreign domestic helpers in Macao proper.

It is suggested that Hengqin Deep Cooperation Zone should take into account the actual situation of different groups when formulating policies, and appropriately relax the requirements for minimum wage protection.

Appropriate minimum wage protection policies can be formulated according to the specific circumstances, for example, by making reference to the “Regulations on the Administration of Foreigners’ Employment in China” and adopting the minimum wage standard of the province where the Hengqin Deep Cooperation Zone is situated, i.e. Guangdong Province.⁶⁵⁴ and cannot simply copy the practice of Hong Kong or Macao.

6.4 Scope of work

6.4.1 Content

In Hong Kong, according to the Accommodation and Domestic Arrangements attached to the standard employment contract, domestic duties include household chores, cooking, caring for the elderly members of the family, babysitting and child care. This list of duties is understood to be illustrative rather than exhaustive; there can indeed be a wide variety of “domestic duties” and it is not possible to expect the Accommodation and Domestic Arrangements to list all of them in detail. Whether or not the nature of a job is a “chore” depends on the circumstances of each case. In any event, certain types of duties, such as washing the car, buying groceries and picking up the employer’s children, should be regarded as domestic work even if they are performed outside the employer’s home. It is worth noting that an employer cannot require a foreign domestic helper to act as a driver. The standard employment contract has made it clear that driving is not a domestic duty unless specifically authorized.

⁶⁵⁴ see the provisions of Article 21 of the “Regulations on the Administration of Foreigners’ Employment in China”

Unlike Hong Kong, where the scope of “domestic work” is enumerated by way of example, and “acting as a chauffeur” is excluded from the scope of “non-domestic work”, there is no definition of “domestic work” in the series of Macao laws and regulations. There is no further interpretation of “household chores” in the Macao series of regulations.

Therefore, when combining the “scope of work” of foreign domestic helpers in the two places, the regulation of foreign domestic helpers in Hong Kong can more clearly exclude some gray areas in the law and realize the fight against illegal workers.

As a matter of fact, the domestic helper market in Mainland China has also adopted a system of determining “job description” and “service content” in the contract text,⁶⁵⁵ to regulate the content of domestic services. Domestic helpers are limited to the contract text regulating the content of services. We suggest that the Hengqin Deep Cooperation Zone can originally regulate the domestic service market in the Mainland, supplemented by Hong Kong’s practice of listing examples of “domestic services” and regulating them with the exclusionary law, so as to limit the content of domestic services, in order to protect the rights and interests of foreign do-

⁶⁵⁵ In the template of the domestic helper contract issued by the Ministry of Commerce, there is a clause specializing in the service content, which states that Party B shall assign a domestic helper to provide Party A with the following services One or more of the following services: 1. General housework; 2. Infant and toddler care; 3. Infant and toddler education; 4. Maternity and newborn care; 5. Elderly care; 6. Patient accompaniment; 7. Hourly service; 8. Family meal preparation; and 9. Others. For more information, see “Notice of the Ministry of Commerce on the Issuance of the Template of Domestic Service Contract,” available on the website of the Ministry of Commerce of the People’s Republic of China at <http://www.mofcom.gov.cn/article/h/redht/201405/20140500598286.shtml>, last accessed April 8, 2023.

mestic helpers and crack down on illegal workers. At the same time, if not necessary, try to avoid defining or enumerating non-defined concepts of “household chores” to prevent unforeseeable legal problems arising from the “interpretation of the concept of household chores”.

In view of the special characteristics of this group of foreign domestic helpers, it is recommended that reference be made to the laws of Macao which explicitly prohibit the employment of foreigners who have been employed by other employers, and prohibit the employment of non-local residents who do not fulfill the statutory conditions of employment, etc. In order to prevent foreign domestic helpers from over-exploiting the domestic helper service market in the Hengqin Deep Cooperation Zone^Z. It is also recommended that reference be made to the “cold river” system of Macao, so as to further regulate the behavior of foreign domestic helpers such as “switching jobs” at will.

6.4.2 Location

In Hong Kong, if the employer has several residential units, the foreign domestic helper can only work at the employer’s residence as specified in Clause 3 of the Standard Employment Contract. Assuming that the employer owns several residential units, he/she can only require the foreign domestic helper to work in one of the residences.

In Macau, the foreign domestic helper is only required to work in the employer’s home but not in a non-employer’s home. There is no further regulation on the issue of how many flats the employer owns.

It is suggested that Hengqin Deep Cooperation Zone can make reference to the practice of Hong Kong and restrict the workplace of foreign domestic helpers in order to safeguard the rights and interests of foreign

domestic helpers and to facilitate the government's supervision.

6.5 Insurance

6.5.1 Medical Insurance

Regarding the issue of taking out non-compulsory insurance for foreign domestic helpers, it is suggested that the Hengqin Deep Cooperation Zone should give employers room for discretion. In fact, in both Macau and Hong Kong, in principle, the employer of a foreign domestic helper is responsible for paying the helper's medical fees and medical expenses.

In this case, although it is not mandatory under the law for employers to take out medical insurance for their foreign domestic helpers, employers should seriously consider doing so, so that both parties can be better protected in the event of an accident involving the helper.

6.5.2 Travel insurance

Whether a foreign domestic helper is required to take out travel insurance is best left to the employer to decide. Some countries require travel insurance at the time of visa application. In Hong Kong and Macau, there is no law prohibiting foreign domestic helpers from accompanying their employers on overseas trips. However, if the foreign domestic helper is required to accompany the employer on the trip and continue to provide services, it is also up to the employer and the helper to decide. Employers should pay special attention to the insurance arrangements if the foreign domestic helper accompanies the employer on overseas trips.

If the domestic helper is injured at work overseas, he/she can claim compensation from the employer in accordance with the local employees' compensation legislation. Therefore, employers should check the original employees' compensation insurance policy to see if it covers liability and compensation for injuries sustained by the domestic helper while working abroad. If not, employers should consider taking out a separate travel insurance policy for their workers. Employers and foreign domestic helpers should comply with the visa requirements of the destination country or region, as well as its laws and regulations.

6.6 Permission to stay

The current regulations in several provinces in Mainland China, such as Guangdong and Shanghai, regulate the admission of foreign domestic helpers in the same way as Hong Kong and Macao in terms of employment permits and stay permits, but with a greater emphasis on the recognition of the employer's employment permit, i.e., the recognition of the status of high-level foreign talents, as well as high-level talents from Hong Kong, Macao, and Taiwan who are permitted to employ foreign domestic helpers. The entry and stay of foreign domestic helpers are considered as complementary to the previous stage of employment authorization, i.e., the stay permit is to provide foreign domestic helpers with permission to legally work and stay in Mainland China after the employment authorization has been granted. The Hengqin Deep Cooperation Zone has also clarified that the status of the subject of employment should be Macao residents and overseas high-end talents, but there is still a lack of clarity on issues such as "what kind of contractual visa should be adopted for the entry of the employee".

Therefore, it is recommended that the work permit for foreign domestic helpers in the Hengqin Deep Cooperation Zone should be further categorized into an employment permit (for employers) and a stay permit (for employees), taking into account the practices of Macao and Hong Kong. The policy should be further elaborated to stipulate that departments with authority, such as the Hengqin Deep Cooperation Zone's Bureau of Livelihood Affairs, should receive and approve applications for employment of foreign domestic helpers and grant employment permits to employers. At the same time, the immigration department of the Hengqin Deep Cooperation Zone should have the authority to issue the type of visa and permission to stay in the capacity of an employee.

In addition, it is recommended that the Hengqin Deep Cooperation Zone clarify the criteria for recognizing the status of foreign domestic helpers in its policy regulations to ensure that both employers and foreign employees are aware of the applicable rules. At the same time, the validity period and renewal rules of various types of permits should be clarified, as well as the details of eligibility requirements and required documents for both employers and foreign employees. This will enhance the transparency and operability of the policy and make it easier for foreign employees and employers to apply for and obtain permits.

7. Conclusion

The construction of the Guangdong-Macao Deep Co-operation Area brings both opportunities and challenges. The construction of the zone will promote more frequent cross-border flows of people, goods, capital and data and information between Qin and Macao, and the new system of integrated high-level opening up of the two places will continue to be constructed, which will attract more high-level talents from Macao and

other places outside of Macao to settle in the zone. It will also increase the demand for foreign domestic helpers, and it is imperative to promote the development of the admission and regulation system for foreign domestic helpers.

Driven by social benefits, favorable policies, and demand for appropriate laws, it is necessary to introduce foreign domestic helpers to Hengqin Guangdong-Macao Deep Cooperation Zone. The introduction of foreign domestic helpers can bring multiple social benefits to the Hengqin-Guangdong-Macao Deep Cooperation Zone. In addition, Macao has already established a comprehensive system of special features for foreign domestic helpers, such as the “Cold River Crossing” and the “Entry Voucher System”, etc. Hong Kong has also established its own norms for foreign domestic helpers and set up a comprehensive system, including the “Wage Protection, Insurance System” and the “Wage Protection and Insurance System”. Hong Kong has also established its own code of practice for foreign domestic helpers and set up a comprehensive employment contract system for foreign employees, including “wage protection, insurance system, accommodation and meal arrangements, duties of the foreign domestic helper and termination of contract”, and so on. This has provided valuable experience for the introduction of foreign domestic helpers in Hengqin Deep Cooperation Zone.

However, the introduction of foreign domestic helpers into the Hengqin Deep Cooperation Zone still faces some policy and legal challenges, such as how to establish a sound entry and regulatory system, and how to harmonize the legal system of foreign domestic helpers with that of Macau. Therefore, in the process of introducing foreign domestic helpers to the Hengqin Deep Cooperation Zone, it is necessary to learn from the experience of Hong Kong and Macao, establish an admission and super-

vision system that is in line with the actual situation and cultural and legal background of the Hengqin Deep Cooperation Zone, and strengthen the supervision of domestic employers, so as to protect the rights and interests of foreign domestic helpers and improve the quality of their work.

In building the regulation of the domestic helper industry in the Hengqin Deep Cooperation Zone, “in addition to reflecting the rule of law ‘commonality’ of a unitary state, there is also a need to reflect the rule of law ‘individuality’ of the local characteristics,”⁶⁵⁶ It is suggested that “the State should promote the ‘early and pilot implementation’ of the rule of law at the local level through the decentralization of legislation”.⁶⁵⁷ In order to promote the further implementation of the system for the introduction of foreign domestic helpers in the Deep Cooperation Zone, to strengthen the cooperation and participation of all social parties, and ultimately to achieve the goals of “facilitating the life and employment of Macao residents” and “promoting the long-term prosperity and stability of Macao and better integrating it into the overall situation of the country’s development”.

⁶⁵⁶ see Tong Io Cheng, Li Ke, “Hengqin Guangdong-Macao Deep Cooperation Zone Economic Synergy Legislation: Motivation, Problems and Path”, in *Macao Law*, 2022, No. 1, p. 2

⁶⁵⁷ see Tong Io Cheng and Li Ke, “Hengqin-Guangdong-Macao Deep Cooperation Zone Economic Co-ordination Legislation: Motivation, Problems and Paths “, in *Macao Law*, Vol. 1, No. 1, 2022, p. 2