

香港特別行政區政府

The Government of the Hong Kong Special Administrative Region

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Development Bureau
Technical Circular (Works) No. 4/2008

Direct Employment of Resident Site Staff by Consultants

Scope

This Circular provides the procedures for direct employment of Resident Site Staff (RSS) by Consultants on public works projects.

2. This Circular shall apply to consultancy agreements under the jurisdiction of the Architectural and Associated Consultants Selection Board (AACSB) and the Engineering and Associated Consultants Selection Board (EACSB), in which the Consultants are required to directly employ RSS to carry out construction site supervision works.

Effective Date

3. This Circular takes immediate effect.

Effects on Existing Circulars

4. This Circular supersedes ETWB TC(W) No. 31/2003 and ETWB TC(W) No. 31/2003A which are hereby cancelled.

5. This Circular shall be read in conjunction with WBTC No. 16/95, WBTC No. 12/2001 and AACSB/EACSB Handbooks. In case of discrepancies, the provisions in this Circular shall prevail.

Background

6. For public works consultancy agreements involving construction site supervision, the Consultants are required, as part of their Services under the respective Agreements, to employ and manage appropriate RSS to carry out site supervision work. The Consultants are reimbursed for actual payment made to the RSS, subject to the capped budget not being exceeded (the 'caps').

7. The reimbursement caps make reference to, but will not be more favourable than, the prevailing terms offered to Government staff. This is necessary in order to ensure that RSS posts in consultant-supervised projects are equally attractive as those in Government-supervised projects. With such an arrangement, both Government and the Consultants will have equal opportunity in employing competent RSS at similar costs.

8. Since implementation of the RSS policy, changes in the civil service employment terms/conditions have been made. As the RSS employment terms/conditions are modeled on the prevailing Government practice, different types of RSS with different employment terms/conditions have been introduced since 2000.

9. As at March 2008, there are three types of RSS, namely, "Type A", "Type B" and "Type C". Despite the fact that the employment terms/conditions and caps of these three types of RSS are different, the mechanism for adjustment is the same, i.e. by making reference to the prevailing Government practice. For example, after the change in the starting salaries for civil servants which took effect on 1 August 2007, the caps on salaries of serving "Type B" and "Type C" RSS have been adjusted accordingly.

10. With the expiry of open recruitment freeze in the civil service on 21 March 2008, Government's new recruitment will be based on civil service terms. By adopting the same principle as stated above, corresponding adjustments in the employment terms/conditions of RSS are required to be made as set out in this Circular.

11. We have taken the opportunity to review the employment terms/conditions regarding outside work to be undertaken by RSS. A new approval mechanism which applies to all serving and new recruits of RSS who wish to undertake outside work is also introduced in this Circular.

Policy

12. With effect from 1 April 2008, “Type B” RSS employment terms/conditions and reimbursement caps shall be adopted for the new recruits of RSS and all serving “Type C” RSS.

13. With immediate effect, the RSS wishing to undertake outside work must obtain the prior written approval of the Director’s Representative. Guidelines on outside work to be undertaken by RSS will be issued by the Development Bureau. With the exception set out in the Guidelines, failure to obtain such approval may result in disapproval of the employment of the RSS.

Implementation

14. The principles and procedures of the RSS direct employment scheme are given in **Annex I**. The revised categorization of RSS with effect from 1 April 2008 is given in **Appendix B**. The employment terms/conditions and caps for various categories of RSS are set out in the Special Conditions of Employment at **Appendix D** and the Schedule of Fee clauses at **Appendix E** respectively.

15. The Special Conditions of Employment at **Appendix D** and the Schedule of Fees clauses at **Appendix E** shall be adopted for new consultancies requiring the Consultants to employ RSS to carry out site supervision work and for which the technical and fee proposals have yet to be invited.

16. For existing consultancies using the old version of Special Conditions of Employment and Schedule of Fees clauses attached to ETWB TC(W) No. 31/2003, modification of the agreements is not required as provisions have already been made in these documents for the Director’s Representative to adjust various reimbursement caps and if necessary, to disapprove the employment of the RSS.

(MAK Chai-kwong)
Permanent Secretary for Development (Works)

Direct Employment of Resident Site Staff by Consultants

The Scheme

Under the scheme of direct employment of Resident Site Staff by Consultants, the Consultants are required as part of their Services to recruit, employ and manage all the necessary Resident Site Staff who are in all respects suitable for site supervision. The managing department, in consultation with the Consultants, shall determine the size and composition of the Resident Site Staff for the consultancy and the period over which each post is required, based on the Resident Site Staff establishment pre-determined by the managing department. Subject only to the minimum qualification and experience requirements and duties for the Resident Site Staff stipulated in the consultancy agreement, the Consultants shall set their own criteria for recruitment to the posts and shall employ and manage the Resident Site Staff.

2. Resident Site Staff under the scheme are employees of the Consultants. The scheme entrusts to the Consultants the full duties of employing suitable Resident Site Staff. It shall be the sole responsibility of the Consultants to ensure that each individual Resident Site Staff meets the minimum qualification and experience requirements stipulated in the consultancy agreement, and that he is in all respects suitable for the position he is to fill and the duties he is to undertake. The managing department, however, retains a right of disapproval of individuals recruited to any post or the candidates for recruitment, if it is of the view that the person is in any respect unsuitable, whether due to his failure to meet the minimum qualification and experience requirements or otherwise.

3. The Consultants shall be reimbursed the actual payment made to the Resident Site Staff, subject to an annual reimbursement ceiling. In addition, the Consultants will be remunerated an on-cost based on the rates bid by them for their Services under the consultancy agreement in respect of the Resident Site Staff.

Procedures Relating to Consultants Selection

4. The managing department shall determine a notional Resident Site Staff establishment broken down into the number of posts falling within the six salary ranges and the period over which each post is required. In their Fee Proposals, the shortlisted consultants shall be required to submit up to six RSS on-cost rates (R_1 to R_6) on the posts falling within the six salary ranges to cover any cost they need in respect of their Services under the consultancy agreement on Resident Site Staff, save

those reimbursable expenditures provided under paragraphs 13-20. This shall include but not be limited to the recruitment, employment, management, temporary or permanent replacement, training and continuous professional development, provision of professional indemnity and workmen compensation insurance, and profit and overheads on the Resident Site Staff.

5. The managing department shall state in the proforma for the Fee Proposal the posts, in addition to those referred to in paragraph 4, which will be assumed by Government employees on site for on-the-job training or other purposes. The Consultants shall be responsible for the administration of such Government staff. In conjunction with this duty, they shall be paid each month a fee for each person so posted based on the on-cost rates (R₇ to R₁₂) which the Consultants submitted in the Fee Proposal.

6. Consultants shall be given the opportunity to comment on the notional Resident Site Staff establishment and the notional period over which each post is required at the formal pre-submission meeting.

7. The notional Resident Site Staff establishment and the notional period over which each post is required shall be finalized after the pre-submission meeting, and the shortlisted consultants shall be informed accordingly.

8. The fee proposal shall include up to six RSS on-cost rates (R₁ to R₆) and, if applicable, up to six Government staff on-cost rates (R₇ to R₁₂).

9. A lump sum fee for RSS on-cost, based on each Consultant's quoted RSS on-cost rates (R₁ to R₆), and the notional number of man-months for each post, shall be worked out. If Government is to post its staff to site, then a lump sum fee for Government staff on-cost should also be worked out. A sample calculation of RSS on-cost is given in **Appendix C**. The fee in the assessment shall comprise a Lump Sum, an adjusted notional value for additional Services, and notional RSS on-cost charges.

Procedures Relating to Resident Site Staff Establishment, Minimum Qualification and Experience Requirements

10. The managing department shall include in the consultancy agreement a "Schedule of Resident Site Staff Standards and Duties" stipulating the minimum qualification and experience required and duties of each of the posts stated in the notional Resident Site Staff establishment. At appropriate times and usually before the commencement of the respective works contracts for which Resident Site Staff are required, the managing department shall, in consultation with the Consultants, review and determine the Resident Site Staff size, composition and the period over which each post is required. Subsequently, the managing department may, in consultation

with the Consultants, review and amend these to suit circumstances which subsequently prevail.

11. The minimum qualification and experience and the duties may be changed subsequently by mutual agreement between the managing department and the Consultants to suit prevailing circumstances. The EACSB and AACSB have separately promulgated in the EACSB Handbook and AACSB Handbook the minimum qualification required, the duties of common ranks of Resident Site Staff to be undertaken, and the normal minimum experience which could be considered for adoption for their reference, but the actual criteria to be used in any particular consultancy agreement may be decided by the respective managing department.

Procedures Relating to Reimbursement and Remuneration to Consultants

12. Reimbursement and remuneration to the Consultants for their Services associated with the Resident Site Staff shall be made in accordance with the principles set out in paragraphs 13 to 20 and the provisions given in the Special Conditions of Employment and the Schedule of Fees.

Reimbursement Ceiling

13. The Consultants will be reimbursed the actual payment made to the Resident Site Staff, upon invoice which is to be submitted no more frequently than monthly intervals. However, the total annual reimbursement is subject to an annual reimbursement ceiling. The annual reimbursement ceiling is the aggregate total of monthly caps provided in this Circular over a twelve-month period commencing from a date as determined by the Director's Representative, for each individual actually employed by the Consultants, filling the posts in the Resident Site Staff establishment determined by the managing department. Although each individual Resident Site Staff can accrue caps with respect only to himself, and the caps he accrues bear various descriptions, the caps are set for the purpose of ascertaining the annual reimbursement ceiling to the Consultants for the whole Resident Site Staff establishment. The Consultants are allowed to remunerate an individual in the Resident Site Staff establishment an amount different from the caps he accrues under the consultancy agreement.

14. Subject to paragraph 20 and that no individual Resident Site Staff is paid with fringe benefits (i.e. end-of-contract gratuity, mandatory provident fund, overtime, housing allowance, medical and dental allowance, education allowance and passage allowance) that he is not entitled to, the managing department will not inquire into the actual amount of salary and fringe benefits paid by the Consultants to each individual Resident Site Staff, which is a matter between the Consultants and the individual Resident Site Staff concerned. In other words, whereas the annual total

reimbursement for the whole Resident Site Staff establishment receivable by the Consultants cannot exceed the annual reimbursement ceiling, the Consultants are free to distribute that total amount among individuals in the Resident Site Staff in whatever share the Consultants deem appropriate.

15. For the purpose of Government preventing, investigating and enforcing (including the taking of disciplinary action) any breach of the Civil Service Regulations (including the rules on prevention of double housing benefits), the Consultants shall solicit from the Resident Site Staff and spouse of such Resident Site Staff information set out in Clause S5(D) of the Special Conditions of Employment at **Appendix D**.

16. Each post in the Resident Site Staff establishment shall only be filled by one person at any one time and caps can be accrued only with respect to that person. However, in exceptional cases where an individual is on maternity leave or prolonged sick leave, with agreement between the managing department and the Consultants, a temporary staff with equivalent qualifications and experience could be employed to take up the duties of the Resident Site Staff for the period concerned. The Consultants shall be reimbursed the cost for employing such temporary staff.

17. In addition to reimbursing their expenditure on the Resident Site Staff, the Consultants will be reimbursed for all reasonable advertising costs incurred in the recruitment of Resident Site Staff. The Consultants will also be remunerated an on-cost based on the rates bid by them for their Services under the consultancy agreement in respect of the Resident Site Staff.

Reimbursement Caps

18. The Resident Site Staff reimbursement caps are calculated by making reference to, but must not be more favourable than, the prevailing terms offered to Government staff. The principle is that under such arrangement, the posts available in consultant-supervised projects will be equally attractive as the posts available in Government-supervised projects. As such, the Government and the Consultants can both employ competent staff to supervise public works projects, and the quality of site supervision could be maintained across public works projects. Furthermore, the site supervision costs of consultant-supervised projects will be of similar magnitude as those of Government-supervised projects.

19. For the purpose of determining the reimbursement caps of Resident Site Staff, it has been an established practice that the salary of the Resident Site Staff for each calendar month shall be the prevailing dollar amount of the Government pay scale point, that is, it shall be adjusted in line with upward and downward adjustments in the Government pay scales. Consultants are advised to include in the Resident Site Staff employment contracts express provisions for such adjustments.

Accountability

20. The rules on “accountability” set under this paragraph must be satisfied before any salary and fringe benefits expenditure on Resident Site Staff invoiced by the Consultants is reimbursable:

- (A) the Consultants must be accountable for the amount invoiced in respect of reimbursement of salary, end-of-contract gratuity, overtime and housing allowance expenditure on the Resident Site Staff, i.e. the amount must have been paid by the Consultants to the Resident Site Staff, and evidenced by receipts from the Resident Site Staff; and
- (B) Resident Site Staff, or the Consultants must be additionally accountable for the amount invoiced in respect of reimbursement of mandatory provident fund, medical and dental care, children education benefits and passage expenditure on the Resident Site Staff, i.e. only if it is actually spent by the Resident Site Staff or the Consultants, as the case may be, on the respective purposes, within the conditions stipulated in the Schedule of Fees, and as evidenced by receipts from the respective service providers who provide service to the Resident Site Staff.

Flow Charts

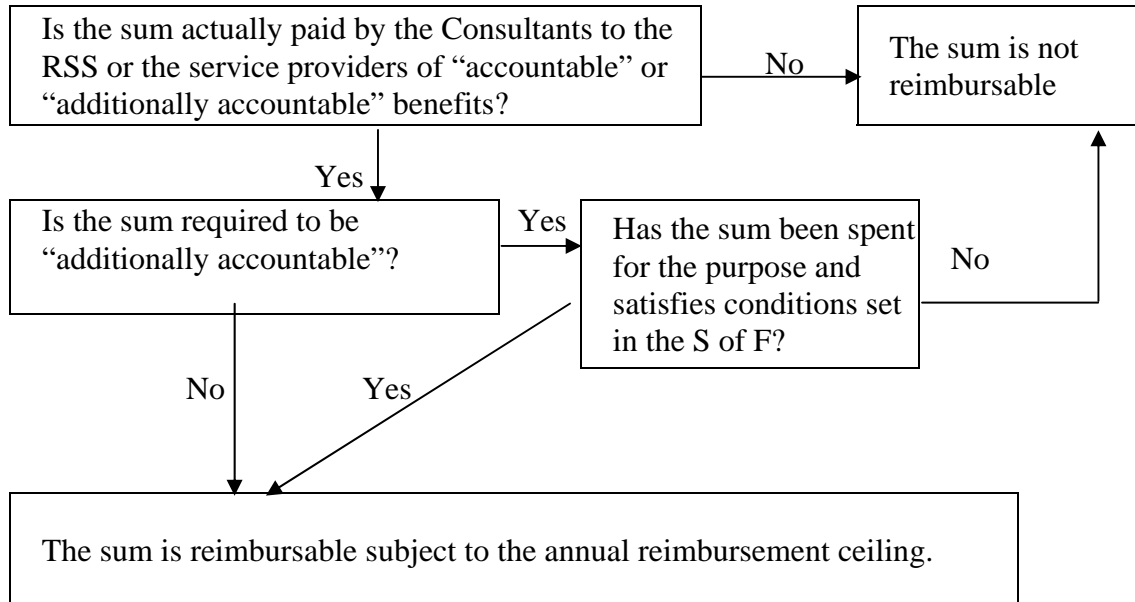
21. The flow charts at **Appendix A** summarise the circumstances under which an invoiced sum is reimbursable, and shows how the annual reimbursement ceiling is ascertained.

22. Apart from invoices, the Consultants will be required to submit, within one month from the end of each quarterly interval, the relevant receipts as referred to in paragraph 20, acknowledged by the respective Resident Site Staff or service providers who provide service to the Resident Site Staff, as evidence for the actual payment to them.

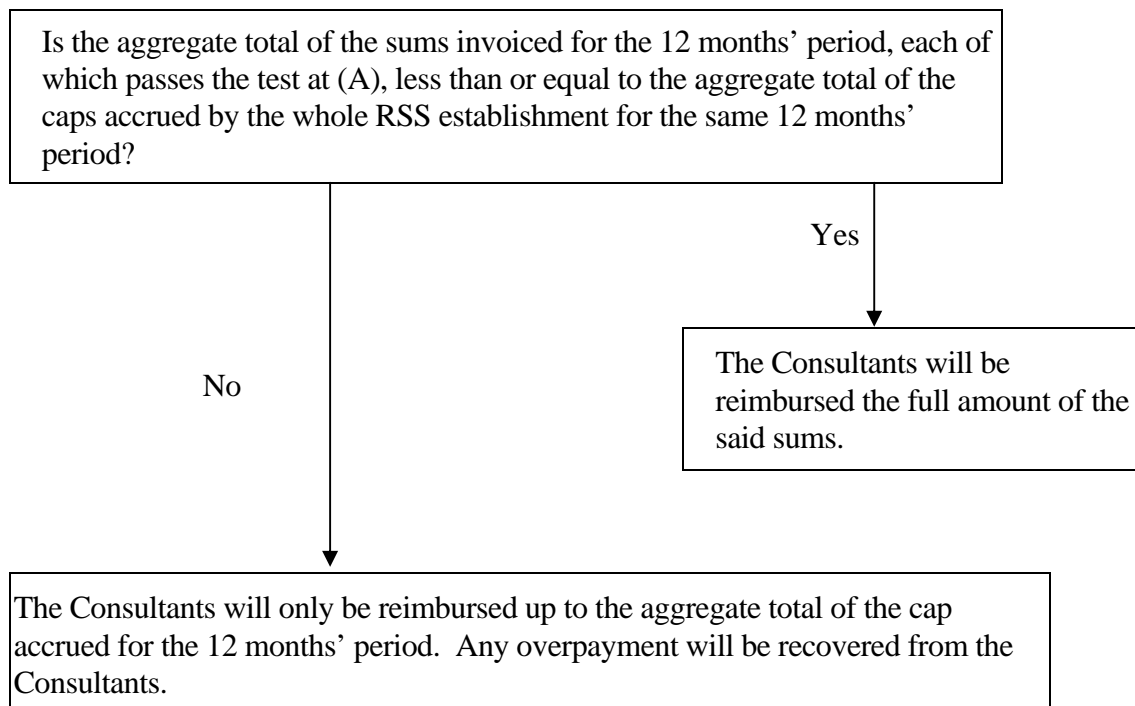
23. The Consultants shall calculate the monthly caps and quarterly aggregate total of the caps and shall certify at quarterly intervals that the caps and the aggregate total so calculated are in accordance with the provisions of the consultancy agreement. If the caps and the aggregate total are subsequently found to be incorrect and to have resulted in excess reimbursement by Government to the Consultants, then the excess shall be recovered from subsequent reimbursement or where it is not sufficient for the purpose of such deduction monies due to the Consultants under this Agreement or any other consultancy agreements between the Government and the Consultants. The managing department should conduct checks to satisfy itself that the calculations as certified by the Consultants are in accordance with the provisions of the consultancy agreement.

Flowcharts

(A) To decide whether a sum of money invoiced by the Consultants is reimbursable



(B) To decide the annual reimbursement ceiling to the Consultants over a 12 months' period



Categorization of Resident Site Staff

There are two types of Resident Site Staff:

“Type A” Resident Site Staff are defined as those staff who were employed as Resident Site Staff by Consultants for any Government consultancy agreement during the whole or part of the period between 16 February 2000 and 15 June 2000, and have no break in Resident Site Staff service exceeding a consecutive period of twelve calendar months^(#) between employment contracts since 16 June 2000.

“Type B” Resident Site Staff are those who are not qualified as “Type A” Resident Site Staff.

^(#) The extension of break period from four to twelve calendar months with effect from 1 April 2008 has no retrospective effect.

Sample Calculation of RSS On-cost

(A) Calculation of Resident Site Staff On-cost

(I) Rank	(II) Posts in Notional RSS Establishment	(III) No. in Notional RSS Establishment	(IV) Notional Number of Man-months	(V) RSS On-cost Rate Bid by Consultant	(VI) RSS On-cost Used for Fee Comparison Purpose = (IV) x (V)
CRE	-	-	-	R1 (n.a.)	-
SRE, SRLS, SRQS	SRE	1	36	R2=8,500.00	306,000.00
RE, RLS, RQS, RCTO, RSIOW, RPSO, RPTO	RE	1	48	R3=8,000.00	384,000.00
ARE, ARQS, ARLS, RIOW, ARIOW, RSSO, RSTO, RSO, RTO, RCO, RPSI	ARE RIOW RSO(Q)	2 1 1	36 42 70 (sub-total = 148)	R4=3,600.00	532,800.00
RWSI, RWSII, RACO, LRO, RCA, Resident Typist, Resident Artisan, Resident Chainman	RWSII RCA	2 1	84 48 (sub-total = 132)	R5=2,200.00	290,400.00
Model Scale I	-	-	-	R6 (n.a.)	-

TOTAL : 1,513,200.00

(B) Calculation of Government Staff On-cost

(I) Rank	(II) Rank of Government Staff to be Posted to Site	(III) No. to be Posted to Site	(VI) Notional Number of Man-months	(V) Government Staff On-cost Rate Bid by Consultant	(VI) Government Staff On-cost Used for Fee Comparison Purpose = (IV) x (V)
CE	-	-	-	R7 (n.a.)	-
SE, SLS, SQS	-	-	-	R8 (n.a.)	-
E, LS, QS, CTO, SIOW, PSO, PTO	-	-	-	R9 (n.a.)	-
AE, AQS, ALS, IOW, AIOW, SSO, STO, SO, TO, CO, PSI	AE	2	40	R10=1,800.00	72,000.00
WSI, WSII, ACO, CA, Typist, Artisan, Chainman	-	-	-	R11 (n.a.)	-
Model Scale I	-	-	-	R12 (n.a.)	-

TOTAL = 72,000.00

Therefore total of RSS on-cost plus Government staff on-cost for fee comparison purpose (1,513,200.00 + 72,000.00) = **1,585,200.00**

Special Conditions of Employment
Relating to the Direct Employment of Resident Site Staff by Consultants

Definition S1 (A) Resident Site Staff shall mean those persons employed by the Consultants pursuant to Clause S3 of the Special Conditions of Employment, and shall include Types A and B Resident Site Staff set out in sub-clause (B) of this Clause.

(B) In the context of the determination of the reimbursement caps to be accrued to Resident Site Staff as stipulated in Clause S5 of these Special Conditions of Employment, Types A and B Resident Site Staff shall mean the following:

(i) "Type A" Resident Site Staff refer to members of the Resident Site Staff who were employed as Resident Site Staff by Consultants for any Government consultancy agreements (such employment contract is hereinafter referred to as Resident Site Staff Employment Contract) during the whole or part of the period between 16 February 2000 and 15 June 2000, and have no break in Resident Site Staff service exceeding a consecutive period of twelve calendar months^(#) between Resident Site Staff Employment Contracts since 16 June 2000;

(ii) "Type B" Resident Site Staff refer to members of the Resident Site Staff who were employed as Resident Site Staff by Consultants for any Government consultancy agreements (such employment contract is hereinafter referred to as Resident Site Staff Employment Contract) and who are not qualified as "Type A" Resident Site Staff.

^(#) The extension of break period from four to twelve calendar months with effect from 1 April 2008 has no retrospective effect.

Abbreviation S2 The following abbreviations shall be used in the Schedule of Fees:

<u>Abbreviation</u>	<u>Full Title</u>
CRE	chief resident engineer
CRA	chief resident architect
SRE	senior resident engineer
RE	resident engineer
ARE	assistant resident engineer
RCTO	resident chief technical officer

RSIOW	resident senior inspector of works
RiOW	resident inspector of works
RAiOW	resident assistant inspector of works
RSCOW	resident senior clerk of works
RCOW	resident clerk of works
RACOW	resident assistant clerk of works
RWSI	resident works supervisor class I
RWSII	resident works supervisor class II
SRA	senior resident architect
RA	resident architect
ARA	assistant resident architect
SRQS	senior resident quantity surveyor
RQS	resident quantity surveyor
ARQS	assistant resident quantity surveyor
RPSO(Q)	resident principal survey officer (quantity)
RSSO(Q)	resident senior survey officer (quantity)
RSO(Q)	resident survey officer (quantity)
SRLS	senior resident land surveyor
RLS	resident land surveyor
ARLS	assistant resident land surveyor
RPSO(E)	resident principal survey officer (engineering)
RSSO(E)	resident senior survey officer (engineering)
RSO(E)	resident survey officer (engineering)
RSTO(C)	resident senior technical officer (civil)
RTO(C)	resident technical officer (civil)
RPTO(L)	resident principal technical officer (laboratory)
RSTO(L)	resident senior technical officer (laboratory)
RTO(L)	resident technical officer (laboratory)
RCO	resident clerical officer
RACO	resident assistant clerical officer
RCA	resident clerical assistant
RPSII	resident personal secretary class II
MOD Scale	model scale I
LRO	Labour Relations Officer

[add other ranks as may be necessary to suit the need of the consultancy]

Employment of Resident Site Staff S3 (A) Sub-clause (A) of Clause 36 of the General Conditions of Employment is deleted.

(B) The Director’s Representative shall, in consultation with the Consultants, determine the Resident Site Staff size and composition, and the period over which each post is required. Subsequently, the Director’s Representative may, in consultation with the Consultants, review and amend these to suit circumstances which subsequently prevail.

(C) The Consultants shall use their best endeavours to recruit Resident Site Staff locally. The Consultants shall make their own arrangement to employ persons to fill the posts on the Resident Site Staff establishment

determined under sub-clause (B) of this Clause who meet the minimum qualification and experience requirements and are competent to carry out the respective duties stipulated in the Schedule of Resident Site Staff Standards and Duties attached to the consultancy agreement. The Consultants shall when entering Resident Site Staff Employment Contract with the Resident Site Staff incorporate in such Employment Contract the provisions set out in the Special Conditions of Employment and the Schedule of Fees regarding employment of Resident Site Staff. It is the Consultants' responsibility to verify the qualifications of individual candidates if they meet, or their qualifications are equivalent to, the required qualifications for the appointment. Any cost incurred in the process of such verification should be borne by the Consultants.

(D) Members of the Resident Site Staff employed by the Consultants shall meet the safety training requirement shown in Annex. In addition, the Consultants shall ensure that a sufficient number of members of the Resident Site Staff shall have attended and completed training courses on first-aid and fire prevention including knowledge on fire-fighting. The Resident Site Staff are the Consultants' sole employees. The Consultants shall be responsible for the management of them.

(E) If any member of the Resident Site Staff does not meet the "basic safety training" requirement as listed in Table 1 of Annex, the Consultants shall at no additional cost to the Employer make arrangement within two weeks from the date of employment of such member of the Resident Site Staff for him/her to attend the safety training courses appropriate to his/her rank/post set out in Table 1 of Annex or similar safety training courses of equivalent or higher standard and to complete the courses within 4** months from the date of his/her employment. Further, members of the Resident Site Staff responsible for supervising works involving special risks shall have attended and completed the relevant "safety training for works involving special risks" as listed in Table 2 of Annex or similar safety training courses of equivalent or higher standard before engaging in such works. If they are supervising works involving special risks and have not received the "safety training for works involving special risks" concerned, the Consultants shall at no additional cost to the Employer make arrangement for them to attend and complete such courses within 1** month of their employment. Should any member of the Resident Site Staff fail to complete the required safety training within the period specified above, the Consultants shall provide suitable replacement upon the expiry of the specified period, at no additional cost to the Employer.

*** Amend as necessary to suit departmental circumstances*

*** Amend as necessary to suit departmental circumstances*

(F) The Consultants shall also at no additional cost to the Employer make arrangement for the Resident Site Staff to attend refresher training throughout the period of their employment as members of the Resident Site Staff at intervals specified in Tables 1 and 2 of Annex after they have attended the respective training courses as listed in Tables 1 and 2 of Annex or after they have received any refresher training thereafter (whichever is the later) and if no such interval is specified in the Tables, the interval for the aforesaid purpose shall be taken as five years.

*** Amend as necessary to suit departmental circumstances*

*** Amend as necessary to suit departmental circumstances*

(G) The Consultants shall provide to the Director's Representative safety training record of the Resident Site Staff quarterly**. The record shall be in a format to be agreed between the Consultants and the Director's Representative. The safety training record shall include the name, post and date of employment of the individual member of the Resident Site Staff who has attended and completed the safety training course(s) as required under this Clause and the date(s) of the training course(s) or refresher course(s) attended, and do the same for those members of the Resident Site Staff who need to attend such training courses or refresher courses but have not yet attended and completed such courses and the proposed dates for attending those courses. The Consultants shall also include safety training courses on first-aid and fire prevention, and other safety training courses attended by members of the Resident Site Staff in their quarterly** report.

(H) The Consultants shall provide induction training to newly recruited Resident Site Staff to introduce the Government requirements, including integrity requirements, and procedures relevant to their projects.

(I) The Consultants shall, in the Resident Site Staff Employment Contract, explicitly prohibit their Resident Site Staff from soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance, and soliciting or accepting any excessive hospitality, entertainment or inducements which could impair their impartiality in relation to Government projects.

(J) The duties of a person employed on the Resident Site Staff establishment shall include the respective duties as stipulated in the Schedule of Resident Site Staff Standards and Duties attached to the consultancy agreement and the usual duties of the post in which the person is employed. The Consultant shall ensure that Government has a prior call at all times on the abilities, energies and attention of Resident Site Staff. Outside work (whether paid or unpaid) which may impair a member of Resident Site Staff's performance of his duties or distract his attention from them must be avoided. The Resident Site Staff wishing to undertake outside work of any sort must obtain the prior written approval of the Director's Representative. Guidelines on outside work to be undertaken by Resident Site Staff will be issued by the Development Bureau. With the exception set out in the guidelines, failure to obtain such approval may result in disapproval of the employment of the Resident Site Staff. The Consultants shall include express provisions for this purpose in the Resident Site Staff Employment Contract.

(K) The Consultants shall ensure that members of the Resident Site Staff shall not reveal any confidential or privileged information relating to Government projects to any third party without the prior written consent of Government.

(L) The Consultants shall at no additional cost to the Employer make proper arrangements, including suitable allocation of duties among members of the Resident Site Staff when some members of the Resident Site Staff are on leave, including sick leave or vacation leave, or for any reasons absent from duties, to ensure that the Services is in no way affected by such leave. The Consultants shall give prior notice to the Director's Representative on such arrangements. If the demand of the works precludes a member of the Resident Site Staff to take vacation leave during the currency of the works contract which he/she supervises, the Director's Representative shall have the right to require the vacation leave to be taken at the end of the works contract. Notwithstanding the foregoing, if a member of the Resident Site Staff is on maternity leave or prolonged sick leave, with agreement between the Director's Representative and the Consultants, a temporary staff with equivalent qualifications and experience could be employed to take up the duties of the Resident Site Staff for the period concerned. The Consultants shall be reimbursed the cost for employing such temporary staff.

(M) Government will post its staff on site in the following schedule:

<u>Post on site</u>	<u>Period</u>
(i) For the purpose of on-the-job training: <i>[Insert the posts]</i>	
(ii) For other purpose of posting of Government employees <i>[please specify]</i> : <i>[Insert the posts]</i>	

The Consultants shall be responsible for the administration of such Government staff. The Consultants shall be reimbursed the cost of providing safety training, if any, to these Government staff posted on site.

(N) The Consultants shall furnish the Director's Representative with the name and particulars of the person they intend to employ in each post on the Resident Site Staff establishment not less than 14 days prior to his/her employment. The Consultants shall furnish further information pertinent to the employment of such person if required by the Director's Representative.

(O) The Consultants shall furnish the Director's Representative with the name and particulars of the person actually employed in each post on the Resident Site Staff establishment within 14 days of the person's appointment to the post. The Consultants shall furnish further information pertinent to the employment of such person if required by the Director's Representative.

(P) The Director's Representative shall have the authority at any time to disapprove the employment of any person who is to be employed, or who has already been employed by the Consultants on the Resident Site Staff establishment if, in the opinion of the Director's Representative, the person

(i) does not meet the minimum qualification and/or experience requirements stipulated in this Agreement; or

(ii) misconducts himself/herself or is incompetent or negligent in the performance of his/her duties; or

(iii) whose employment is otherwise considered by the Director's Representative to be undesirable.

The Director's Representative shall state the reasons for the disapproval but the Consultants shall not disclose these to any person unless with the prior written approval of the Director's Representative.

(Q) In the event of the Director's Representative exercising disapproval under sub-clause (P) of this Clause, the person, if not already employed, shall not be employed, and that person, if already employed, shall have his/her employment on the Resident Site Staff curtailed by the Consultants.

(R) The responsibilities of the Consultants in connection with the Resident Site Staff shall not be affected irrespective of whether or not the Director's Representative disapproves under sub-clause (P) of this Clause. However the Employer will bear the cost incurred by the Consultants as a result of the disapproval, if its exercise does not result from the default of the Consultants in fulfilling their duties under this Agreement.

Site offices for Resident Site Staff S4 The Consultants shall be provided with free furnished site office accommodation under the works contract for the Resident Site Staff, including stationery, equipment and transport for official purposes for the administration of the works contract.

Annual rate of vacation leave, working period and reimbursement caps for Resident Site Staff S5 (A) The Consultants shall seek the Director's Representative's confirmation on the annual rate of vacation leave, working period and various reimbursement caps for the different types of Resident Site Staff before entering or renewing or extending Employment Contracts with them. Any such confirmation by the Director's Representative shall take precedence over any other figure, rate, cap or adjustment method specified in the relevant clauses of the Schedule of Fees.

(B) The Director's Representative shall have the authority to adjust the annual rate of vacation leave, working period and various reimbursement caps by making reference to the prevailing Government practices in respect of employment of staff.

(C) For the purpose of determining the reimbursement caps of Resident Site Staff, the salary of Resident Site Staff shall be adjusted in line with adjustment in the Government pay scales, which can be upwards or downwards. In case the adjustment is announced in the middle of a financial year, and the adjustment is applied with retrospective effect from the beginning of the financial year, the same shall be applied to determine the reimbursement caps of Resident Site Staff. The Consultants are advised to include in the Resident Site Staff Employment Contracts express provisions for such adjustments. If there is downward adjustment in the Government pay scales applied with retrospective effect thus resulting in excess reimbursement to the Consultants, then the excess shall be recovered as a debt from the Consultants through deduction from subsequent reimbursement or where it is not sufficient for the purpose of such deduction monies due to the Consultants under this Agreement or any other consultancy agreements between the Government and the Consultants.

(D) For the purpose of Government preventing, investigating and enforcing (including the taking of disciplinary action) any breach of the Civil Service Regulations (including the rules on prevention of double housing benefits), the Consultants shall solicit information set out in (i) below from the Resident Site Staff who are receiving housing benefits from the Consultants and the information set out in (ii) below from the spouse of such Resident Site Staff:

- (i) name, identity card number of the Resident Site Staff and the period during which such staff has been receiving housing benefits from the Consultants;
- (ii) name, identity card number and employer(s) of the spouses of such Resident Site Staff if his/her spouse is currently employed by Government or has previously been employed by Government

and upon Government's request, transfer to Government such information as set out in (i) and (ii) above for the relevant Resident Site Staff whose spouse is currently employed by Government or has previously been employed by Government. The Consultants should ensure that the provisions of the Personal Data (Privacy) Ordinance, Cap. 486 are fully complied with in their collection of the personal data of the Resident Site Staff and their spouse, and the transfer of such data to the Government. These include the requirement to inform the Resident Site Staff and their spouse, on or before the collection of their personal data, of the purpose for which the data are to be used and the possible transfer of such data to the Government for that purpose.

Annex to Appendix D

Table 1 - Basic Safety Training for Resident Site Staff

(This table serves as a sample only which should be modified to suit departmental needs)

Rank/Post	Course Title	Course Content	Duration	Organizers *
<u>Professional Staff</u> CRE, SRE, RE, ARE, RA <u>Technical Inspectorate</u> RSIOW, RIOW, RAIOW, RCOW, RACOW	(1) Occupational Safety Management	<ul style="list-style-type: none"> - Modern safety and health management - Fundamentals concepts of developing an effective safety management system - Key elements of safety management systems - Safety plans - Safety audits 	12 hours	OSHC
	OR			
	Basic Safety Management	<ul style="list-style-type: none"> - Safety and Health Legislation - Risk assessment - Accident investigation and technique - Safety Management technique 	12 hrs	HKPU
	(2) Basic Accident Prevention	<ul style="list-style-type: none"> - Accident prevention and technique 	12 hours	OSHC
	(3)#Construction Industry Safety Card Course (Green Card)	<ul style="list-style-type: none"> - General duties of employers and employees - Potential hazards of construction works - Accident prevention 	8 hrs	CICTA
	OR Construction Industry Safety Card Revalidation Course	Ditto (only for holders of Green Cards which validity period of 3 years expires)	3 1/2 hrs	OSHC CICTA

Supervisory Staff RWSI, RWSII	(1) Safety & Health Supervisor (Construction) Course/ Construction Safety Supervisor Course (N.B.: this course is recognized to be exempted from the Green Card course. However, course participants has to attend the revalidation course after expiry of his/her Green Card)	- Basic Safety Management - Basic Accident Prevention - Basic Occupational Health - Construction Safety	42 hours	OSHC/ CICTA
	(2) Briefing Sessions on major regulations related to working in construction sites	- Factories and Industrial Undertakings Ordinance & Regulations - Construction Sites (Safety) Regulations - F & IU (Lifting Appliances and Lifting Gear) Regulations - F & IU (Electricity) Regulations - F & IU (Confined Spaces) Regulations	1/2 day	Labour Department
	(3) Marine Construction Works Supervisor Safety Course [For those whose works involve marine construction only]	- Overview of legislative provisions on marine construction - General shipboard safety & safe working environment - Safe working practices in marine construction - Safe material and equipment handling - Safe use of machinery, equipment and appliances - Emergency preparedness	2 days	MSTI VTC

Table 2 - Safety Training for Works involving Special Risks

(This table serves as a sample only which should be modified to suit departmental needs)

Types of works involving special risks	Course Title	Content	Duration	Organizers *
Work in confined spaces	(1) Competent persons working with confined spaces <u>N.B.</u> RSS shall receive refresher trainings at 3-year intervals	- Regulations relating to confined spaces - Potential hazards - Risk assessment and control measures - Use of personal protective equipment and rescue equipment	2 days	Organizers in LD's approved list
	(2) Certified workers working in confined spaces <u>N.B.</u> RSS shall receive refresher trainings at 3-year intervals	- Regulations relating to confined spaces - Potential hazards - Use of personal protective equipment and rescue equipment	1 day	Organizers in LD's approved list
Work on or near roads/highways	Safety at Road Works	- Legislative requirements - Traffic signs for use at road works - Arrangement of signs at road works - Planning for road works - Procedures during road works	3.5 hours	OSHC
Work with asbestos	Safe handling of asbestos	- Regulations relating to control of asbestos - Potential hazards - Preventive measures	24 hours	OSHC
Noise assessment	Certificate of Competence in Workplace Noise Assessment	- Legal requirement - Basic acoustics and effects of noise on human beings - Procedures for measuring noise - Hearing protection	24 hours	OSHC
Manual handling	Certificate of Competence in Manual Handling	- Legal requirement - Preliminary assessment - Related anatomy and physiology - Risk Assessment - Prevention and protection measures	12 hours	OSHC
Use and handling of chemicals	Safe handling of chemicals	- Hazards of chemicals - Labeling of chemicals - Use of personal protective equipment	3.5 hours	OSHC

Work in dusty environment	Pneumoconiosis and its prevention	- Pneumoconiosis and its prevention - Health effects of pneumoconiosis - Respiratory protection equipment - Pneumoconiosis (Compensation) Ordinance	1 day	Pneumoconiosis Compensation Fund Board
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Abbreviations: OSHC Occupational Safety and Health Council
LD Labour Department

- Notes :
1. The above safety training courses are applicable to Resident Site Staff responsible for supervising works involving special risks.
 2. The above-listed safety training courses are not exhaustive. Consultants shall determine if it is necessary for their Resident Site Staff to attend other safety training courses appropriate to suit operational needs.
- * The list of organisers may not be exhaustive and there can be additional approved organisers.

Schedule of Fees

Clauses Relating to the Direct Employment of Resident Site Staff

Schedule of Fees' provisions exhaustive SF1 For the avoidance of doubt, except as provided for under Clauses SF2 to SF11 inclusive, no payment shall be made to the Consultants in respect of the Services associated with the Resident Site Staff.

Remuneration of the Consultants for employment of Resident Site Staff SF2 (A) The Consultants shall be reimbursed reasonable advertising cost incurred in the recruitment of the Resident Site Staff.

(B) (i) Subject to sub-clauses (C) and (D) of this Clause, the Consultants shall, upon invoice, be reimbursed monthly for their actual total expenditure which they certified to have been paid by them to the Resident Site Staff or to the provider of services under Clauses SF5, SF8, SF9 and SF10. In this regard, the reimbursable expenditure includes the expenditure made by the Consultants with respect to a member of the Resident Site Staff for periods during which the member is either on vacation leave or sick leave, provided that:

(a) any sick leave in excess of one day shall be endorsed by a medical certificate signed by a registered medical practitioner, a registered dentist or a registered Chinese medicine practitioner.

(b) any vacation leave for which reimbursement is made shall not exceed the following rates or any other rates as may be confirmed by the Director's Representative pursuant to Clause S5 of the Special Conditions of Employment, subject to compliance with the Employment Ordinance:

For "Type A" Resident Site Staff:

Government pay scale point specified in Clause SF4(B)	Rate of vacation leave per one year of service in the Resident Site Staff
MOD Scale	18 days
MPS 0 - 13	24 days
MPS 14 or above	31 days

For "Type B" Resident Site Staff:

Government pay scale point specified in Clause SF4(B)	Rate of vacation leave per one year of service in the Resident Site Staff
MOD Scale & MPS 0 - 13	14 days
MPS 14 - 49	18 days
D1	22 days

(c) The rates of vacation leave specified in sub-clause (b) of this Clause are net days, i.e. intervening Sundays and gazetted general holidays are not counted as leave.

(d) Vacation leave taken is counted as Resident Site Staff service for leave earning purpose, except that deferred to be taken after expiry of the Resident Site Staff Employment Contract.

Particularly, reimbursements with respect to mandatory provident fund, medical and dental care, children education benefits and passage are additionally accountable, that is, only that sum paid by the Consultants to a member of the Resident Site Staff, or to the service providers, and actually spent on the respective purposes and within the conditions stipulated in Clauses SF5, SF8, SF9 and SF10 of the Schedule of Fees will be counted towards reimbursement.

(ii) The Consultants shall submit, within one month from the end of each quarterly interval, payment or other relevant receipts acknowledged by the member of the Resident Site Staff, as evidence for the actual payment they made to him/her. In addition, the Consultants shall also submit, within one month from the end of each quarterly interval, payment receipts from the providers of services of the additionally accountable benefits, i.e. mandatory provident fund, medical and dental care, children education benefits and passage under Clauses SF5, SF8, SF9 and SF10 respectively, for which reimbursement is to be made.

(C) Notwithstanding sub-clause (B) of this Clause, the total reimbursement to the Consultants over each consecutive 12-month period shall not exceed the aggregate total of the respective caps calculated under Clauses SF4 to SF10 of the Schedule of Fees over the same 12-month period. The commencement date of the 12-month period is to be determined by the Director's Representative and notified in writing to the Consultants, within one month after the commencement date.

(D) The Consultants shall in accordance with the provisions of the Agreement, calculate under Clauses SF4 to SF10 the respective caps and the aggregate total of the caps. The Consultants shall certify the calculation of the caps and the aggregate total of the caps and submit it to the Director's Representative within one month from the end of each quarterly interval. If the calculation of the caps or the aggregate total of the caps is subsequently found to be incorrect and to have resulted in excess reimbursement to the Consultants, then the excess shall be recovered as a debt from the Consultants through deduction from subsequent reimbursement or where it is not sufficient for the purpose of such deduction monies due to the Consultants under this Agreement or any other consultancy agreements between the Government and the Consultants.

(E) The Consultants shall be paid a fee each month for their Services under the Agreement in respect of the provision and management of the Resident Site Staff. The monthly fee shall be the sum of the products obtained by multiplying the number of man-months of Resident Site Staff provided and managed in the month of the rank as described in column A by the respective rate in Column B below:

	Column A <u>Rank</u> <i>(Department to add/delete ranks to suit the need of the consultancy)</i>	Column B <u>Rate in</u> <u>\$/man-month</u> <i>(Consultants to insert the respective rates in \$/man-month submitted in the Fee Proposal)</i>
Resident Site Staff directly employed by the Consultants	<i>CRE, CRA</i>	<i>R1</i>
	<i>SRE, SRA, SRLS, SRQS</i>	<i>R2</i>
	<i>RE, RA, RLS, RQS, RCTO, RSIOW, RPSO, RPTO, RSCOW</i>	<i>R3</i>
	<i>ARE, ARA, ARQS, ARLS, R1OW, RAIOW, RSSO, RSTO, RSO, RTO, RCO, RCOW, RACOW</i>	<i>R4</i>
	<i>RWSI, RWSII, RACO, LRO, RCA, RPSII, Resident Artisan, Resident Chainman</i>	<i>R5</i>
	<i>Model Scale I</i>	<i>R6</i>
Government staff posted to site by the Government under Clause S3(M) of the Special Conditions of Employment	<i>CE, CA</i>	<i>R7</i>
	<i>SE, SA, SLS, SQS</i>	<i>R8</i>
	<i>E, A, LS, QS, CTO, SIOW, PSO, PTO, SCOW</i>	<i>R9</i>
	<i>AE, AA, AQS, ALS, IOW, AIOW, COW, ACOW, SSO, STO, SO, TO, CO</i>	<i>R10</i>
	<i>WSI, WSII, ACO, CA, PSII, Artisan, Chainman</i>	<i>R11</i>
	<i>Model Scale I</i>	<i>R12</i>

[add other ranks as may be necessary to suit the need of the consultancy]

The rate shall be subject to adjustments pertinent to the following:

- (a) There shall be no adjustment to the rates as described in column B until the first anniversary date of this Agreement.

(b) An adjustment proportional to any increase or decrease in the Consumer Price Index (C), as stipulated in sub-clause B(ii) of Clause ___ (*insert the number of the clause on "Remuneration for Services other than in respect of Resident Site Staff"*) over the year immediately preceding the adjustment shall be applied on the day after the first and every subsequent anniversary of this Agreement.

(F) The Consultants shall be paid one month in advance the estimate of the amount of the following month's total reimbursable expenditure on the Resident Site Staff, including mandatory provident fund contribution to the relevant registered scheme for the Resident Site Staff. The amount of the advance paid shall subsequently be deducted from the reimbursement due under sub-clause (B) of this Clause for the month for which the advance was paid, or where it is not sufficient for the purpose of such deduction monies due to the Consultants under the consultancy agreement or any other consultancy agreements between the Government and the Consultants. Upon agreement of the amount of the advance with the Director's Representative, the Consultants shall submit their invoice accordingly no earlier than the first day of the preceding month. Payment shall be made in accordance with Clause 31 of the General Conditions of Employment.

Working periods of Resident Site Staff SF3 (A) Subject to sub-clause (B)(i) of Clause SF2, the number of working days, the hours of duty in a week, and normal hours of attendance of the Resident Site Staff shall be as follows or those as may be confirmed by the Director's Representative pursuant to Clause S5 of the Special Conditions of Employment:

<u>Rank</u>	<u>Working days in a week</u>	<u>Hours of duty in a week</u>	<u>Normal hours of attendance</u>
RAIOW, RACOW, RTO(C), RSO(E), RSO(Q), RACO, LRO, RPSII, RCA, and those ranks other than RWSI whose Government pay scale point specified in Clause SF4(B) is above MPS 13	5 1/2 days	44 hours gross (i.e. including lunch break)	Mon-Fri: 9:00-17:00 Saturday: 9:00-13:00
All other ranks	6 days	45 hours net (i.e. excluding lunch break)	Mon-Sat: 8:30-12:00 13:00-17:00

(B) For the purpose of sub-clause (A) of this Clause, a working day means a day other than a general holiday.

(C) If a general holiday occurs, the hours of duty for that week in respect of a member of the Resident Site Staff may be reduced by the same number of hours which he/she normally works on that particular day.

(D) The normal hours of attendance stipulated in sub-clause (A) of this Clause for each member of the Resident Site Staff may be altered if agreed by the Director's Representative and the Consultants. Such hours of attendance shall then become the normal hours of attendance for the purpose of sub-clause (A) of this Clause.

Cap on Resident Site Staff salaries

SF4 (A) The cap with respect to the salary of a member of the Resident Site Staff for each calendar month shall be the dollar amount of the prevailing Government pay scale point which is specified in and may be adjusted in accordance with sub-clause (B) of this Clause.

(B) (i) Subject to sub-clauses (B)(ii) to (B)(iii) of this Clause, the Government pay scale points for the purpose of sub-clause (A) of this Clause for different ranks of the Resident Site Staff shall be as follows or those as may be confirmed by the Director's Representative pursuant to Clause S5 of the Special Conditions of Employment:

<u>Grade and Rank</u>	Government pay scale point for "Type A" Resident Site Staff	Government pay scale point for "Type B" Resident Site Staff
CRE; CRA	Minimum of D1	Minimum of D1
SRE; SRA; SRQS; SRLS	MPS 45	MPS 45
RE; RA	MPS 32	MPS 32
RQS	MPS 31	MPS 31
RLS	MPS 30	MPS 30
ARE; ARA; ARQS	MPS 19	MPS 19
ARLS	MPS 18	MPS 18
RCTO	MPS 38	MPS 38
RSIOW, RSCOW	MPS 34	MPS 34
RIOW, RCOW	MPS 24	MPS 24
RAIOW, RACOW	MPS 13	MPS 13
RWSI	MPS 13	MPS 13
RWSII	MPS 9	MPS 9
RPTO(L); RPSO(E); RPSO(Q)	MPS 30	MPS 30
RSTO(L); RSTO(C);	MPS 23	MPS 23
RSSO(E); RSSO(Q)		
RTO(L); RTO(C); RSO(E);	MPS 11	MPS 9
RSO(Q)		
Resident Artisan; Chainman	MPS 6	MPS 5
Resident Workman I	MOD 9	MOD 3
Resident Workman II	MOD 6	MOD 0
RCO	MPS 16	MPS 16

RACO, LRO	MPS 3	MPS 3
RCA	MPS 1	MPS 1
RPSII	MPS 4	MPS 4

[add other ranks as may be necessary to suit the need of the consultancy]

(ii) Incremental point shall be added to the incremental Government pay scale of that rank specified in sub-clause (B)(i) of this Clause for service as Resident Site Staff at that rank. The number of incremental point to be added is as follows or any other figure as may be confirmed by the Director's Representative pursuant to Clause S5 of the Special Conditions of Employment:

- (a) Other than the rank of CRE, one incremental point shall be added for one complete year of service as Resident Site Staff at that rank.
- (b) For the rank of CRE, one incremental point shall be added for a total of two complete years of service as Resident Site Staff at the rank of CRE. Two incremental points shall be added for a total of five or more complete years of service as Resident Site Staff at the rank of CRE.
- (c) For the rank of RAIOW, in addition to additional incremental points as specified in sub-clause (a) above, a member of the Resident Site Staff who has served as WSI in any Government project will accrue additional points in accordance with the following table:

<u>Year of service as WSI</u>	<u>Additional incremental point</u>
0	0
1	1
2	2
3	3
4	3
More than 4 years	4

Incremental credit for experience (ICE) may also be granted to a member of the Resident Site Staff in the rank for which ICE is provided to civil service recruits. The number of incremental point to be added shall be confirmed by the Director's Representative pursuant to Clause S5 of the Special Conditions of Employment.

(iii) Notwithstanding sub-clauses (B)(i) and (B)(ii) of this Clause, the respective Government pay scale points specified in this Clause shall not exceed the Government pay scale points stipulated hereunder:

<u>Grade and Rank</u>	<u>Government pay scale point for “Type A” and “Type B” Resident Site Staff</u>
CRE; CRA	Maximum of D1
SRE; SRA; SRQS; SRLS	MPS 49
RE; RA	MPS 44
RQS	MPS 44
RLS	MPS 44
ARE; ARA; ARQS	MPS 27
ARLS	MPS 27
RCTO	MPS 41
RSIOW, RSCOW	MPS 37
RIOW, RCOW	MPS 33
RAIOW, RACOW	MPS 23
RWSI	MPS 16
RWSII	MPS 12
RPTO(L); RPSO(E); RPSO(Q)	MPS 37
RSTO(L); RSTO(C); RSSO(E); RSSO(Q)	MPS 29
RTO(L); RTO(C); RSO(E); RSO(Q)	MPS 22
Resident Artisan; Chainman	MPS 8
Resident Workman I	MOD 13
Resident Workman II	MOD 8
RCO	MPS 21
RACO, LRO	MPS 15
RCA	MPS 10
RPSII	MPS 15

[add other ranks as may be necessary to suit the need of the consultancy]

Cap on Resident Site Staff Gratuity and Mandatory Provident Fund

SF5 (A) For “Type A” Resident Site Staff, the cap for the combined end-of-contract gratuity and mandatory provident fund of a member of the Resident Site Staff for each calendar month shall be the basic salary of that member at the Government pay scale point specified in Clause SF4(B) multiplied by the respective percentages as stipulated below or any other percentage as may be confirmed by the Director’s Representative pursuant to Clause S5 of the Special Conditions of Employment:

<u>Government pay scale point specified in Clause SF4(B)</u>	<u>Combined End-of-contract Gratuity and Mandatory Provident Fund Percentage for “Type A” Resident Site Staff</u>
MOD Scale	18.75
Others	25

(B) For “Type B” Resident Site Staff, the cap for the combined end-of-contract gratuity and mandatory provident fund for a member of the Resident Site Staff for each calendar month shall be the basic salary of that member at the Government pay scale point specified in Clause SF4(B) multiplied by 15% of salary for skilled jobs (e.g. professional, technical and supervisory grades), 10% for non-skilled jobs (e.g. clerical, secretarial, workman and chainman grades), or any other percentage as may be confirmed by the Director’s Representative pursuant to Clause S5 of the Special Conditions of Employment.

(C) The Consultants are not required to refund to the Employer on any mandatory provident fund contribution already paid by the Consultants in the case that the employment of a member of the Resident Site Staff is terminated within his/her Employment Contract period.

Cap on
Resident Site
Staff overtime

SF6 (A) For the purpose of this Clause, overtime means those hours of authorized work done by a member of the Resident Site Staff of rank RAIOW, RTO, RSO(E), RSO(Q), RWSI, RWSII, Resident Artisan, Resident Chainman, Resident Workman I, Resident Workman II, RCO, RACO, RCA, RPSII, *[insert other ranks as may be applicable to suit the need of the consultancy]*, in their respective capacities and beyond the hours of duty and normal hours of attendance under Clause SF3.

(B) The cap in respect of overtime for a member of the Resident Site Staff for each calendar month shall be:

- (i) the amount agreed by the Director’s Representative; or
- (ii) the aggregate total of the amounts determined by multiplying the hourly rate under sub-clause (C) and (D) of this Clause by the number of hours of authorized work done by each member of the Resident Site Staff,

whichever is the less.

(C) The hourly rate of overtime allowance for the purpose of sub-clause (B)(ii) of this Clause for a member of the Resident Site Staff with weekly hours of duty of 45 hours net under Clause SF3 shall be:

- (i) his/her actual basic salary for the month divided by :

- (a) 140, for his/her first 150 hours of overtime for a calendar month; and
- (b) 210, for his/her overtime exceeding 150 hours for the calendar month; or

(ii) any other rate as may be confirmed by the Director's Representative pursuant to Clause S5 of the Special Conditions of Employment,

whichever is the less.

(D) The hourly rate of overtime allowance for the purpose of sub-clause (B)(ii) of this Clause for a member of the Resident Site Staff with weekly hours of duty of 44 hours gross under Clause SF3 shall be:

(i) his/her actual basic salary for the month, divided by :

- (a) 140, for his/her first 150 hours of overtime for a calendar month (however, the hourly rate in respect of the first four hours overtime in any week for which an allowance may be claimed is 1/210 of his/her actual basic salary for the month); and
- (b) 210, for his/her overtime exceeding 150 hours for the calendar month; or

(ii) any other rate as may be confirmed by the Director's Representative pursuant to Clause S5 of the Special Conditions of Employment,

whichever is the less.

Cap on Resident Site Staff housing benefits

SF7 (A) The cap in respect of housing benefits for a member of the "Type A" Resident Site Staff shall be as follows or any other rate as may be confirmed by the Director's Representative pursuant to Clause S5 of the Special Conditions of Employment:

<u>Government pay scale point specified in Clause SF4(B)</u>	<u>Monthly Cap on housing benefits for "Type A" Resident Site Staff w.e.f. 1.4.2008 (in \$ per month)</u>
MPS 45-D1	25,243
MPS 41-44	18,463
MPS 38-40	16,804
MPS 34-37	15,020

The caps shall be adjusted subsequent to the date of commencement of this Agreement, in accordance with the movements of the corresponding scale of the Home Financing Allowance for the civil service.

(B) The cap in respect of housing benefits for a member of the “Type B” Resident Site Staff shall be as follows or any other rate as may be confirmed by the Director’s Representative pursuant to Clause S5 of the Special Conditions of Employment:

<u>Government pay scale point specified in Clause SF4(B)</u>	<u>Monthly Cap on housing benefits for “Type B” Resident Site Staff w.e.f. 1.4.2008 (in \$ per month)</u>
MPS 45-D1	23,983
MPS 41-44	17,548
MPS 38-40	15,962
MPS 34-37	14,270

The caps shall be adjusted subsequent to the date of commencement of this Agreement, in accordance with the movements of the corresponding scale of the Non-accountable Cash Allowance for the civil service.

Cap on and reimbursement for Resident Site Staff medical and dental care

SF8 (A) The cap in respect of the medical and dental care for a member (including his/her dependant family members, i.e. spouse and children) of the “Type A” or “Type B” Resident Site Staff shall be \$15,000 per calendar year or any other rate as may be confirmed by the Director’s Representative pursuant to Clause S5 of the Special Conditions of Employment.

(B) Only payments actually incurred on expenditure for medical, dental, hospitalization, or insurance premium chargeable for these purposes for the Resident Site Staff and their dependant family members shall be counted towards reimbursement.

Cap on and reimbursement for Resident Site Staff children education benefits

SF9 (A) Education benefits will only be paid to the eligible “Type A” Resident Site Staff but not to the other type of Resident Site Staff. The cap in respect of the children education benefits of a member of the Resident Site Staff for a calendar month shall be as follows or any other rate as may be confirmed by the Director’s Representative pursuant to Clause S5 of the Special Conditions of Employment:

<u>Children studying in</u>	<u>Cap (in \$ per month)</u>
Primary School	2,490
Secondary School up to Form III	4,140
Secondary School above Form III	3,860

(B) The eligibility to claim reimbursement for children education benefits is subject to the corresponding conditions set for Local Education Allowance applicable to civil servants. The amount may be adjusted subsequent to the date of commencement of the Agreement, in accordance with the movements in the rates of Local Education Allowance payable to civil servants.

Cap on and reimbursement for Resident Site Staff passage SF10 If a member of the Resident Site Staff was recruited directly from overseas and when he/she leaves employment as such, a cap is allowed for him/her and each of his/her dependant family members a passage from Hong Kong to the place where he/she will take up immediate employment. The cap for each of such person shall be the full fare rate of single airfare (economy class) from Hong Kong to London for that person, or any other rate as may be confirmed by the Director's Representative pursuant to Clause S5 of the Special Conditions of Employment.

Prevention of double benefit during terminal leave period SF11 If a member of the Resident Site Staff during his/her terminal leave period upon expiry of the Employment Contract fills up another Resident Site Staff post in a consultancy let out by a Government department, the Government shall only reimburse the salary and mandatory provident fund of the Resident Site Staff for the terminal leave period to the Consultants but not any other fringe benefits (including but not limited to end-of-contract gratuity, medical and dental care, children education benefits, housing benefits, passages) to prevent double benefits for the Resident Site Staff concerned during the terminal leave period.