

香港特別行政區政府

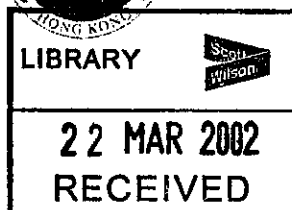
The Government of the Hong Kong Special Administrative Region

工務局
香港花園道美利大廈



WORKS BUREAU
MURRAY BUILDING, GARDEN ROAD,
HONG KONG

Ref. : WP(PS)106/15/3
Group : 6



20 March 2002

Works Bureau Technical Circular No. 23/95A

Direct Employment of Resident Site Staff by Consultants

Scope

This Circular revises the method in determining the reimbursement caps for Resident Site Staff (RSS) directly employed by the consultants as promulgated in WBTC No. 23/95. The Special Conditions of Employment and Schedule of Fees depicted in WBTC No. 23/95 are replaced by Appendices I and II of this Circular. The other parts of WBTC No. 23/95 are still in force, so far as they are not incompatible with the provision of this Circular. The provisions of this Circular shall apply to consultancy agreements under the jurisdiction of the Engineering and Associated Consultants Selection Board (EACSB), for which the consultants are responsible for supervision of construction.

Effective Date

2. This Circular shall take immediate effect.

Effects on Existing Circulars

3. This Circular shall be read in conjunction with WBTC No. 23/95. Appendices A and C of WBTC No. 23/95 are superseded and replaced by Appendices I and II of this Circular respectively.
4. This Circular shall also be read in conjunction with WBTC No. 12/2001 on Safety Training for Departmental Staff and Resident Site Staff.

5. In case of discrepancies, the provisions of this Circular shall prevail.

Background

6. WBTC No. 23/95 introduced a scheme of direct employment of RSS by consultants (hereinafter referred to as the "Scheme"). Under the Scheme, the consultants are required to directly employ RSS. While the employment is a matter between the consultants and their RSS, the consultants are reimbursed the actual payment made to their RSS subject to an annual reimbursement ceiling. The annual reimbursement ceiling is the aggregate total of monthly caps over a 12-month period for all staff actually employed by the consultants filling the posts on the RSS establishment. The consultants are allowed to remunerate a member of the RSS an amount different from the caps he accrues under the consultancy agreement, and the Government will not control the amount of salaries and fringe benefits payable by the consultants to the members of the RSS.

7. The reimbursement ceiling is calculated by making reference to, but must not be more favourable than, the prevailing terms offered to civil service recruits. 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.

8. Since 1999, there have been changes to the terms and conditions in the recruitment of new staff in Government as promulgated by various CSB Circulars. CSB Circular No. 4/99 announced a general freeze of appointment to the civil service on 1 April 1999 and that new recruits were to be appointed on non-civil service contract terms, as a short term measure pending the review of the terms and conditions of the civil service and other changes to the civil service system. In 2000, CSB Circulars No. 4/2000 and 9/2000 stipulated changes to the starting salaries and fringe benefit packages for new recruits. The freeze of recruitment to the civil service was then lifted on 1 April 2001 through the issue of CSB Circular No. 4/2001. Staff recruited at different periods of time have been employed on different terms and conditions.

9. The above changes in the Government terms of employment have resulted in a change in the project costs of new Government-supervised projects and this should be reflected in the costs of consultant-supervised projects, following the same principle as mentioned in paragraph 7 above. On 15 June 2000, the Works Bureau introduced a new method in the calculation of reimbursement ceiling, and a system of "serving" and "non-serving" RSS to cater for RSS recruited by consultants during different periods of time.

10. "Serving" RSS are defined as those staff who were employed as RSS 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 RSS exceeding four calendar months between RSS contracts since 16 June 2000. "Non-serving" RSS are those who are not "serving" RSS.

11. The Government may exercise discretion to treat a member of the "non-serving" RSS as a member of the "serving" RSS if the break in RSS service exceeds four calendar months through no fault of the RSS.

12. The basis for determining the reimbursement ceiling for RSS has been revised as follows:

- (a) "Serving" RSS – following the principles set out in WBTC No. 23/95.
- (b) "Non-serving" RSS – according to the prevailing Government practices in the employment of staff.

13. Since the promulgation of WBTC No. 23/95, there have been other changes in respect of RSS direct employment by consultants. For example, the on-cost payment to consultants for the provision and management of RSS has been changed from a percentage basis to a fixed rate basis. Also, the introduction of mandatory provident fund (MPF) in December 2000 has resulted in a change to the amount of end-of-contract gratuity payment.

Policy

14. Notwithstanding the provision in paragraph 12(a), for the purpose of determining the monthly caps of RSS, the terms of the "serving" RSS will be reviewed and revised to tie in with the civil service should there be changes in the existing terms of the civil service.

15. For the purpose of determining the reimbursement caps of RSS, it has been an established practice that the salary of the RSS 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. In case an adjustment in the Government pay scales 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 the RSS. Consultants are advised to include in the RSS employment contracts express provisions for such adjustments.

16. Consequent upon the above changes, a new set of Special Conditions of Employment and Schedule of Fees, replacing the one depicted in Appendices A and C

to WBTC No. 23/95, is provided at Appendices I and II to this Circular respectively, for use in new consultancy agreements.

Implementation

17. The provisions of this Circular shall be adopted for all new consultancy agreements for which the submission for the approval of a shortlist has not been made to the EACSB.

(W S CHAN)
Deputy Secretary (Works Policy)

**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.

(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, "serving" Resident Site Staff and "non-serving" Resident Site Staff shall mean the following:

(i) "Serving" Resident Site Staff refer to members of the Resident Site Staff:

(a) who were employed as Resident Site Staff by consultants for any Government consultancy agreements that were under the purview of the Architectural and Associated Consultants Selection Board or the Engineering and Associated Consultants Selection Board of the Government of the Hong Kong Special Administrative Region (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 4 calendar months between Resident Site Staff Employment Contracts since 16 June 2000; or

(b) who are qualified under other situations as approved by the Director's Representative on a case-by-case basis.

(ii) "Non-serving" Resident Site Staff refer to members of the Resident Site Staff who are not "serving" Resident Site Staff.

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

<u>Abbreviation</u>	<u>Full Title</u>
CRE	chief resident engineer
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
RWSI	resident works supervisor class I
RWSII	resident works supervisor class II
SRQS	senior resident quantity surveyor
RQS	resident quantity surveyor
ARQS	assistant resident quantity surveyor
RPSO(Q)	resident principal surveying officer (quantity)
RSSO(Q)	resident senior surveying officer (quantity)
RSO(Q)	resident surveying officer (quantity)
SRLS	senior resident land surveyor
RLS	resident land surveyor
ARLS	assistant resident land surveyor
RPSO(E)	resident principal surveying officer (engineering)
RSSO(E)	resident senior surveying officer (engineering)
RSO(E)	resident surveying 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

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 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, and 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.

*** Amend as necessary to suit departmental circumstances*

(D) 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*

(E) 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*

(F) 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.

*** Amend as necessary to suit departmental circumstances*

(G) 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.

(H) 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.

(I) The Consultants shall use their best endeavours to recruit Resident Site Staff locally.

(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 Resident Site Staff shall not directly or indirectly engage or be concerned in another service or business whatsoever, and shall devote the whole of their time and attention to the posts in which they are employed and use their utmost exertion to promote interest in such work.

(K) The Consultants shall take reasonable steps to 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>
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(i) For the purpose of on-the-job training:

[Insert the posts]

(ii) For other purpose of posting of Government employees *[please specify]*:

[Insert the posts]

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 "serving" and "non-serving" 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) For "non-serving" Resident Site Staff, the Director's Representative shall have the authority to adjust the annual rate of vacation leave, working period and various reimbursement caps to tie in with the prevailing Government practices in respect of employment of staff on civil service terms.

(C) For "serving" Resident Site Staff, the Director's Representative shall also have the authority to adjust the annual rate of vacation leave, working period and various reimbursement caps to tie in with the civil service should there be changes in the existing terms of the civil service.

(D) 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. 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 otherwise. The Consultants are advised to include in the Resident Site Staff employment contracts express provisions for such adjustments.

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 *
Professional Staff CRE, SRE, RE, ARE Technical Inspectorate RSIOW, RIOW, RAIOW	(1) Occupational Safety and Health 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	OSHC CITA
	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 CITA

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/ CITA
	(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) Works Supervisor Safety Training Course (Marine Construction) [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	STC/VTC

<u>Others</u>				
(a) Engineering Survey staff: SRLS, RLS, RPSO(E), RSSO(E), RSO(E), RSOT(E), Chainman	(1)# Construction Industry Safety Card Course (Green Card)	- General duties of employers and employees - Potential hazards of construction works - Accident prevention	8 hours	OSHC CITA
	OR Construction Industry Safety Card Revalidation Course	Ditto (only for holders of Green Cards which validity period of 3 years expires)	3 1/2 hours	OSHC CITA
(b) Quantity Survey Staff: RSQS, RQS, ARQS, RSSO(Q), RSO(Q), RSOT(Q)	(2) Shipboard Cargo Handling Basic Safety Training Course (Blue Card Course) [For those who work on board a barge or ship only]	- Overview of legislative provisions - General shipboard safety - Safe cargo handling operation - Safe use of cargo handling equipment	1 day	STC/VTC
(c) Technical staff: RPTO(Civil), RSTO(Civil), RTO(Civil), RTOT(Civil), RTO(Lab)				

Abbreviations: OSHC Occupational Safety and Health Council
CITA Construction Industry Training Authority
LD Labour Department
STC Seamen's Training Centre
VTC Vocational Training Council

Notes : * The list of organisers may not be exhaustive and there can be additional approved organisers.

Not required if the staff are members of professional institutions who have satisfied the Commissioner for Labour (C for L) in respect of Section 6BA(4) of the Factories and Industrial Undertaking Ordinances; or have completed the "Multi-media Self-learning Package for Construction Industry Safety Card Course" and obtained a "Green Card " from CITA, any other course considered equivalent by C for L such as Safety Course for Graduate Engineers, Construction Safety Officer Course, Construction Safety Supervisor Course, Assistant Safety Officer Course organised by CITA.

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 N.B. 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 N.B. 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 hours	OSHC
Work with asbestos	Safe handling of asbestos	- Regulations relating to control of asbestos - Potential hazards - Preventive measures	1 day	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 hours	OSHC

Work in dusty environment	Pneumoconiosis and its preventive measures	- 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
CITA Construction Industry Training Authority
STC Seamen's Training Centre
VTC Vocational Training Council

- 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.
 3. The St. John Ambulance Association of Brigade at St. John Tower II, 2 MacDonnell Road, Hong Kong (Tel. 2530 8000), First Aid Training Centre, Hong Kong Red Cross at G/F, Block 10, Fu Sau House, Tai Wo Hau Estate, Tsuen Wan, New Territories (Tel. No. 2424 6430) or OSHC could be contacted for details of first aid courses.
 4. The Fire Protection Command, Fire Services Department at 1 Hong Chong Road, 5th floor, Tsimshatsui East, Kowloon (Tel. 2733 7605) could be contacted for training courses on fire fighting and fire prevention.
 5. * 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' SF1 For the avoidance of doubt, except as provided for under Clauses provisions SF2 to SF11 inclusive, no payment shall be made to the Consultants in exhaustive respect of the Services associated with the Resident Site Staff.

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

(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:

For "serving" RSS:

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

For "non-serving" RSS:

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

Particularly, reimbursements with respect to 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 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. medical and dental care, children education benefits and passage under Clauses 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 SF11 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 SF11 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 otherwise.

(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 \$/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</i>	<i>R1</i>	
	<i>SRE, SRLS, SRQS</i>	<i>R2</i>	
	<i>RE, RLS, RQS, RCTO, RSIOW, RPSO, RPTO</i>	<i>R3</i>	
	<i>ARE, ARQS, ARLS, RIOW, RAIOW, RSSO, RSTO, RSO, RTO, RCO</i>	<i>R4</i>	
	<i>RWSI, RWSII, RACO, RCA, RPSII, Resident Artisan, Resident Chairman Model Scale I</i>	<i>R5</i>	
		<i>R6</i>	
	Government staff	<i>CE</i>	<i>R7</i>
	posted to site by the	<i>SE, SLS, SQS</i>	<i>R8</i>
	Government under	<i>E, LS, QS, CTO, SIOW, PSO,</i>	<i>R9</i>
	Clause S3(M) of the	<i>PTO</i>	
	Special Conditions of	<i>AE, AQS, ALS, IOW, AIOW, SSO, STO, SO, TO, CO</i>	<i>R10</i>
	Employment	<i>WSI, WSII, ACO, CA, PSII, Artisan, Chairman Model Scale I</i>	<i>R11</i>
		<i>R12</i>	

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, including MPF contribution, on 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. 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, RTO(C), RSO(E), RSO(Q), RACO, 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)(iv) 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 "serving" Resident Site Staff	Government pay scale point for "non-serving" Resident Site Staff
CRE	Minimum of D1	Minimum of D1
SRE SRQS SRLS	MPS 45	MPS 45
RE	MPS 32	MPS 27
RQS	MPS 31	MPS 26
RLS	MPS 30	MPS 25
ARE ARQS	MPS 19	MPS 14
ARLS	MPS 18	MPS 13
RCTO	MPS 38	MPS 38
RSIOW	MPS 34	MPS 34
RIOW	MPS 24	MPS 24
RAIOW	MPS 13	MPS 11
RWSI	MPS 13	MPS 13
RWSII	MPS 9	MPS 9
RPTO(L) RPSO(E) RPSO(Q)	MPS 30	MPS 30
RSTO(L) RSTO(C) RSSO(E) RSSO(Q)	MPS 23	MPS 23
RTO(L) RTO(C) RSO(E) RSO(Q)	MPS 11	MPS 7
Resident Artisan and Chainman	MPS 6	MPS 5
Resident Workman I	MOD 4	MOD 3
Resident Workman II	MOD 1	MOD 0
RCO	MPS 16	MPS 16
RACO	MPS 3	MPS 2
RCA	MPS 1	MPS 0
RPSII	MPS 4	MPS 3

[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 relevant Government projects experience of that rank possessed by a member of the Resident Site Staff filling that post. 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 relevant Government projects experience of that rank.
- (b) For the rank of CRE, one incremental point shall be added for a total of two complete years of relevant Government projects experience of CRE. Two incremental points shall be added for a total of five or more complete years of relevant Government projects experience 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 RSS 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

(iii) Notwithstanding sub-clauses (B)(i) and (B)(ii) of this Clause, in no circumstances shall the respective Government pay scale points specified in this Clause exceed the Government pay scale points stipulated hereunder:

<u>Grade and Rank</u>	<u>Government pay scale point</u>
CRE	Maximum of D1
SRE SRQS SRLS	MPS 49
RE RQS RLS	MPS 44
ARE	MPS 22
ARQS ARLS	MPS 22
RCTO	MPS 41
RSIOW	MPS 37
RIOW	MPS 33
RAIOW	MPS 23
RWSI	MPS 16
RWSII	MPS 12
RPTO(L) RPSO(E) RPSO(Q)	MPS 37
RSTO RSSO(E) RSSO(Q)	MPS 29
RTO RSO(E) RSO(Q)	MPS 22
Resident Artisan and Chainman	MPS 8
Resident Workman I	MOD 13
Resident Workman II	MOD 8
RCO	MPS 21
RACO	MPS 15
RCA	MPS 10
RPSII	MPS 15

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

(iv) The delinking mechanism as stipulated in CSB Circular No. 4/2000 shall apply in determining the reimbursement caps of "non-serving" Resident Site Staff.

Cap on Resident Site Staff Gratuity and Mandatory Provident Fund SF5 (A) For "serving" Resident Site Staff, the cap for the combined 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 Gratuity and Mandatory Provident Fund Percentage for "serving" Resident Site Staff</u>
MOD Scale	18.75
Others	25

(B) For "non-serving" Resident Site Staff, the cap for the combined 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 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 all members 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 lesser.

(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.

(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) 210, for his/her first 4 hours of overtime for any week;
 - (b) 140, up to 150 hours of overtime for a calendar month; and
 - (c) 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.

Cap on Resident Site Staff housing benefits SF7 (A) The cap in respect of housing benefits for a member of the "serving" 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 "serving" Resident Site Staff w.e.f. 1.4.2001 (in \$ per month)</u>
MPS 45-D1	22,540
MPS 41-44	16,490
MPS 38-40	15,010
MPS 34-37	13,450

The caps shall be adjusted on 1 April immediately 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 "non-serving" 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 "non-serving" Resident Site Staff w.e.f. 1.4.2001 (in \$ per month)</u>
MPS 45-D1	23,100
MPS 41-44	16,900
MPS 38-40	15,370
MPS 34-37	13,780

The caps shall be adjusted on 1 April immediately 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 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, hospitalisation, 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 be paid to eligible "serving" Resident Site Staff but not to "non-serving" Resident Site Staff. The cap in respect of the children education benefits of a member of the "serving" 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	2,660
Secondary School up to form III	4,420
Secondary School above form III	4,100

(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 is recruited directly from overseas;

(i) and if his/her coming to Hong Kong to take up a post in the Resident Site Staff is the first time he/she does so, then a cap is allowed for him/her and each of his/her dependant family members a passage from the place of his/her immediate previous employment to Hong Kong. The cap for each of such person shall be the full fare rate of single airfare (economy class) from London to Hong Kong 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.

(ii) 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 fills up another Resident Site Staff post in a Government consultancy assignment while the Government would reimburse the Consultants expenses on Resident Site Staff during the terminal leave period, the Resident Site Staff shall not be entitled to both accountable and additionally accountable benefits for the new post during that terminal leave period.