

20 November 1995

Works Branch Technical Circular No. 23/95

Direct Employment of Resident Site Staff by Consultants

INTRODUCTION

1. This Circular brings into effect requirement for the direct employment of resident site staff by engineering and associated consultants on all projects for which the consultants are responsible for supervision of construction. It also details the changes in the selection and remuneration of consultants for such projects, necessitated by the requirement of direct employment of resident site staff.
2. This Circular should be read in conjunction with WBTC No. 16/95, the provisions of which shall apply so far as they are not incompatible with the provisions of this Circular.
3. Subject to paragraph 27, 28 and 29, the provisions of this Circular shall apply to all consultancy agreements under which the consultants are responsible for supervision of construction unless exceptional approval otherwise is given by the Engineering & Associated Consultants Selection Board (EACSB).

GENERAL

4. As a general rule, engineering and associated consultants shall, under the consultancy agreement, be 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 and the period over which each post is required, based on the resident site staff establishment pre-determined by the managing department (see paragraph 13). Subject only to the minimum qualification and experience requirements and duties stipulated in the consultancy agreement (see paragraph 24), the consultants shall set their own criteria for recruitment to the posts and shall employ and manage the staff.
5. 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 member of the 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 post or the candidates for recruitment, if it comes to its notice that the person is in any respect unsuitable, whether it is his failure to meet the minimum qualification and experience requirements or otherwise. In conjunction with this right, the managing department will bear the cost incurred by the Consultants as a result of any such disapproval, if its exercise does not result from the default of the Consultants in fulfilling their duties under the consultancy agreement. The relevant clauses to be included in the consultancy agreement as a Special Condition of Employment are given at Appendix A.

6. The Consultants shall be paid one month in advance the estimated total reimbursable expenditure for the month on resident site staff. The advance paid shall be deducted from the actual amount of reimbursement due to the Consultants. The relevant clauses in the Schedule of Fees are given at Appendix C.

7. 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, for each individual actually employed by the Consultants pursuant to paragraph 5 above, filling the posts in the resident site staff establishment determined by the managing department under paragraph 21. Although each individual can accrue caps with respect only to himself, and the caps he accrues bear various descriptions (salary, housing, gratuity etc.), 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. (Subject to paragraph 8 below, the managing department will not inquire into the actual amount of salary and fringe benefits paid by the Consultants to each individual staff, which is a matter between the Consultants and the individual 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. Each post in the resident site staff establishment shall only be filled by one person at any one time and caps can accrue only with respect to that person. However, in exceptional cases where an individual is on prolonged sick leave, with agreement between the managing department and the Consultants, an additional person could be employed to take up his duties for the period concerned. The reimbursement to the Consultants shall be agreed by the managing department on individual considerations of the circumstances.

8. The rules on "accountability" set under this paragraph must be satisfied before any direct expenditure on resident site staff invoiced by the Consultants is reimbursable:

- (A) the Consultants must be accountable for the amount invoiced, i.e. the amount must have been paid by the Consultants to the staff or the service providers for the accountable benefits in (B) below, and evidenced by receipts from the staff or the service providers;

and (B) staff, or the Consultants must be additionally accountable for reimbursement in respect of medical and dental care, children education benefits, and overseas non-directorate staff passage, i.e. only if it is actually spent, by 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 will be counted towards reimbursement. However, reimbursement to the Consultants in respect of salary, gratuity, housing benefits, overtime and directorate staff passage need not be additionally accountable, i.e. any payment made by the Consultants satisfying the condition set in sub-paragraph (A) above will be counted towards reimbursement.

The flow chart at Appendix B summarises the circumstances under which an invoiced sum is reimbursable, and shows how the annual reimbursement ceiling is ascertained.

9. Apart from invoices, Consultants will be required to submit, within one month from the end of each quarterly interval, the relevant receipts as referred to in paragraph 8 above, acknowledged by the respective staff or service providers, as evidence for the actual payment they made.

10. 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 monies due to 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.

11. In addition to reimbursing their direct expenditure on 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 paid a percentage on-cost on salaries (including gratuities but excluding overtime) for their Services under the consultancy agreement in respect of resident site staff which they employ.

12. The relevant clauses to be included in the Schedule of Fees in the consultancy agreement are given at Appendix C.

CONSULTANTS SELECTION PROCEDURES

Notional Resident Site Staff Establishment and Cost

13. The managing department shall determine a notional resident site staff establishment broken down into the number of posts falling within the six salary ranges, the period over which each post is required, the mid point salary of each post, and a notional resident site staff cost (comprising basic salary and gratuity but excluding overtime) in the form of a lump sum for each rank. In their Fee Proposals, the shortlisted consultants shall be required to submit

up to six resident site staff on-cost multipliers (M_{21} to M_{26}) on the posts falling within the six salary ranges to cover any cost they need, or have incurred in respect of their Services under the consultancy agreement on resident site staff, save those reimbursable expenditures provided under paragraphs 7 to 12 above. This shall include but not be limited to the recruitment, employment, management, temporary or permanent replacement, training and continued professional development, provision of professional indemnity and workmen compensation insurance, and profit and overheads on the resident site staff. A sample proforma for the shortlisted consultants to submit the resident site staff on-cost multipliers is given in Appendix D.

Posting of Government Staff to Fill Posts

14. The managing department shall state in the standard proforma for the Fee Proposal the posts, in addition to those referred to in paragraph 13, which will be assumed by Government employees on site either for the purpose of on-the-job training or for posting of those Government employees who are historically seconded to work as site staff on projects managed by consultants.

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, being the product of the actual salary of such person paid by the Government (excluding gratuity and overtime) and the corresponding government staff on-cost multiplier (M_{31} to M_{36}) which the Consultants submitted in the Fee Proposal. The relevant clauses to be included in the consultancy agreement and the Schedule of Fees are given in Appendix A and C respectively. Normally these government staff will undertake duties associated with the posts they filled.

15. Normally, and unless otherwise approved by the EACSB, shortlisted consultants shall be free to submit whatever on-cost multipliers (M_{21} to M_{26} , and M_{31} to M_{36}) they consider appropriate.

Pre-submission Meeting

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 described in paragraph 44 of WBTC No. 16/95.

17. The notional resident site staff establishment and the notional period over which each post is required shall not be finalised before the pre-submission meeting.

Invitations to Shortlisted Consultants

18. After the pre-submission meeting, the notional resident site staff establishment and the notional period of requirement shall be finalised. These, together with the documents described in paragraph 40 of WBTC No. 16/95 can then be sent to the shortlisted consultants for inviting Technical and Fee Proposals.

Submissions by Shortlisted Consultants

19. The fee proposal shall include up to six resident site staff on-cost multipliers (M_{21} to M_{26}) and, if applicable, up to six government staff on-cost multipliers (M_{31} to M_{36}).

Assessment of Submissions

20. A lump sum fee bid for resident site staff on-cost (L_2), based on each consultant's quoted resident site staff on-cost multipliers (M_{21} to M_{26}), the mid point salary of the ranks and the period over which each post is required, shall be worked out. If government is to post its staff to site under paragraph 14, then, a lump sum (L_3) bid for government staff on-cost should also be worked out. The assessment of submissions from the shortlisted consultants shall proceed in accordance with the provisions of WBTC No. 16/95. The fee in the assessment shall comprise a Lump Sum (L_1), a lump sum for additional works and services (L_2), a lump sum for resident site staff on-cost (L_2), and a lump sum for government staff on-cost (L_3). A worked example is given at Appendix E.

REMUNERATION OF CONSULTANTS IN RESPECT OF RESIDENT SITE STAFF

Direct Expenditure on Resident Site Staff

21. 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 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. Remuneration of the Consultants for their Services associated with the resident site staff shall be made in accordance with the principles set out in paragraphs 6 to 11 and the Schedule of Fees clauses referred to in paragraph 12 of this Circular.

Resident Site Staff On-cost

22. The appropriate clauses of the Schedule of Fees providing for remuneration of the consultants in respect of their on-cost for resident site staff are included in Appendix C.

EACSB SELECTION PROCEDURE

23. A flow chart of the complete selection procedure is at Appendix F.

MINIMUM QUALIFICATION AND EXPERIENCE AND DUTIES OF RESIDENT SITE STAFF

24. 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. 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 Works Branch will separately issue to managing departments 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.

RECRUIT LOCALLY

25. The Consultants shall use their best endeavours to recruit resident site staff locally. The relevant clauses to be included in the consultancy agreement as a Special Condition of Employment are given in Appendix A.

REVIEW

26. The effectiveness of the system introduced under this Circular will be reviewed in a year's time. Any comments and experience on the application of the provisions of this Circular shall be sent to the Works Branch for the attention of CAS/PS.

IMPLEMENTATION

27. The provisions of this Circular shall apply with immediate effect to all consultancy agreements for which technical and fee proposals have not been invited. Where technical and fee proposals have been invited, but the consultancy has not yet been awarded, managing departments have the option to amend the terms of the proposed consultancy agreement based on the provisions of this Circular, and invite revised or supplementary fee submissions from the shortlisted consultants.

28. For a consultancy agreement which has already been awarded, and which provides for direct employment of resident site staff by the Consultants, the resident site staff shall be employed in accordance with the provisions of that consultancy agreement.

29. For a consultancy agreement which has already been awarded, and which provides for employing resident site staff on agreement terms with Government or secondment, then, unless otherwise agreed by the managing department and the Consultants and approved by the EACSB, new employment agreements may be offered, and the existing employment agreements entered into between staff and the Government may be continued. The length of the new employment agreements or the period of extension of the existing employment agreements shall be decided on operational needs, but the date of expiry shall not be later than 27 November 1998. All resident site staff under that consultancy agreement shall be under the Consultants' direct employment after 27 November 1998 based on the provisions of this Circular, and the resident site staff on-cost shall be agreed between the managing department and the Consultants and subject to agreement by EACSB.

(J Collier)
Deputy Secretary (Works Policy)
Works Branch

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

Definition S1 Resident Site Staff shall mean those staff employed by the Consultants pursuant to Clause S3 of the Special Conditions of Employment.

Abbreviation S2 The following abbreviations shall be used in Clauses SF1 to SF10 of the Schedule of Fees:

Abbreviation Full Title

| | |
|---------|-------------------------------------------------|
| 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) |
| RCOI | resident clerical officer class I |
| RCOII | resident clerical officer class II |
| RCA | resident clerical assistant |
| RPSII | resident personal secretary class II |
| MOD I | modular scale I |

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, 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 arrangements to employ persons to fill the posts in 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. The persons so employed are the Consultants' sole employees. The Consultants shall be responsible for the management of them.

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

(E) The duties of a person employed on the Resident Site Staff shall include the respective duties as stipulated in the Schedule of Resident Site Staff Standards and Duties and the usual duties of the post in which he is employed. He shall not either directly or indirectly engage or be concerned in another service or business whatsoever, and shall devote the whole of his time and attention to the post in which he is employed and use his utmost exertion to promote interest in such work.

(F) The Consultants shall 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 an individual in the Resident Site Staff to take vacation leave during the currency of the works contract which he supervises, the Director's Representative shall have the right to require the vacation leave to be taken at the end of the works contracts.

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

| <u>Post on site</u> | <u>Period</u> |
|---------------------|---------------|
|---------------------|---------------|

(A) For the purpose of on-the-job training:
[Insert the posts]

(B) For the purpose of posting of other
Government employees:
[Insert the posts]

The Consultants shall be responsible for the administration of such government staff.

(H) 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 not less than 14 days prior to his employment. The Consultants shall furnish further information pertinent to the employment of such person if required by the Director's Representative.

(I) 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 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.

(J) 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 if, in the opinion of the Director's Representative, the person

- (a) does not meet the minimum qualification and experience requirements stipulated in this Agreement; or
- (b) misconducts himself or is incompetent or negligent in the performance of his duties; or
- (c) 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.

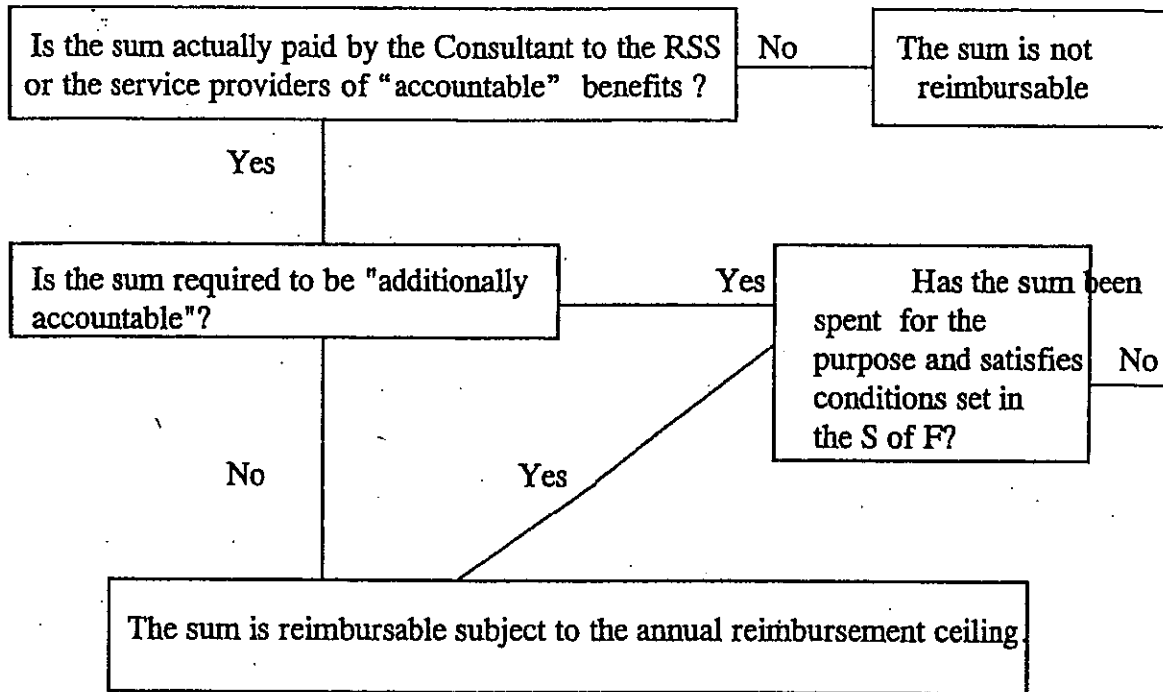
(K) In the event of the Director's Representative exercising disapproval under sub-clause (J) of this Clause, the person, if not already employed, shall not be employed, and that person, if already employed, shall have his employment on the Resident Site Staff curtailed by the Consultants.

(L) 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 (J). 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.

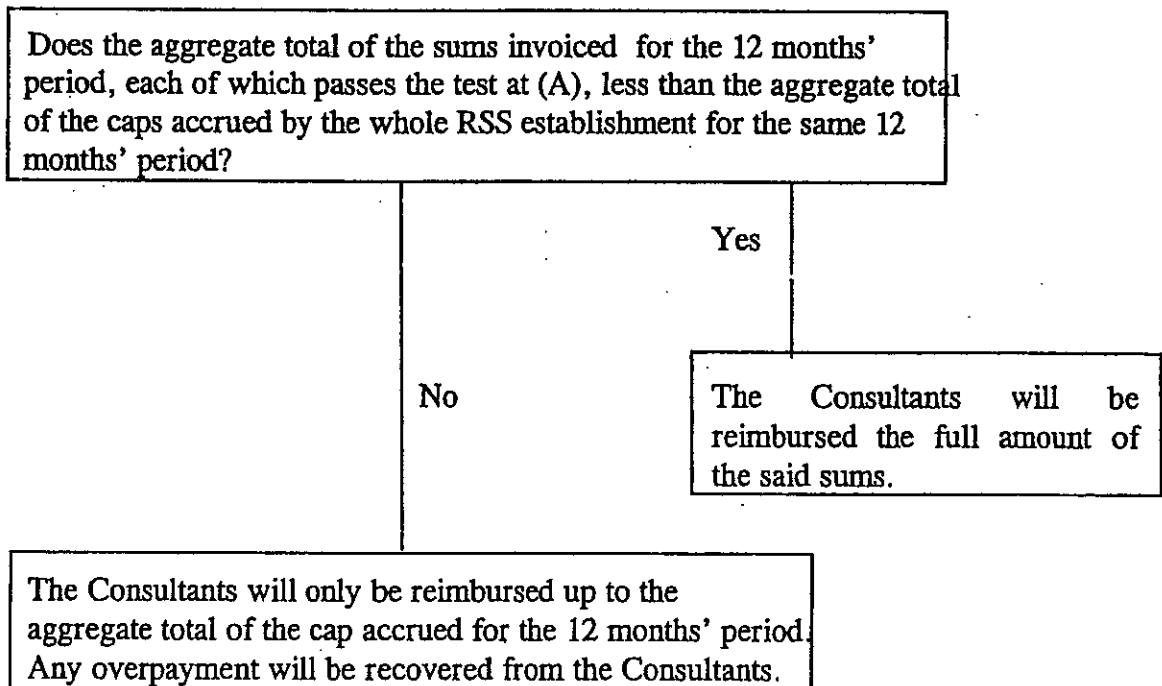
Site offices
for Resident
Site Staff

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

(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



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 SF10 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 for all reasonable advertising costs which they 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 SF8, SF9 and SF10(B). In this regard, the reimbursable expenditure includes the expenditure made by the Consultants with respect to an individual on the Resident Site Staff for periods during which he 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 doctor.
- (b) any vacation leave for which reimbursement is made shall not exceed the following rates:

| <u>Government pay scale point calculated under Clause SF4(B)</u> | <u>Rate of vacation leave (net days) per one year of service in the Resident Site Staff</u> |
|--------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| MOD I | 18 |
| MPS 1 - 13 | 24 |
| MPS 14 or above | 31 |

Particularly, reimbursements with respect to medical and dental care, children education benefits and overseas non-directorate staff passage are additionally accountable, that is, only that sum paid by the Consultants to the individual, or to the service providers, and actually spent on the respective purposes and within the conditions stipulated in Clauses SF8, SF9 and SF10(B) of the Schedule of Fees will be counted towards reimbursement.

(ii) The Consultants shall submit, within one month from the end of each quarterly intervals, payment or other relevant receipts acknowledged by the respective staff, as evidence for the actual payment they made to the Resident Site Staff. In addition, the Consultants shall also submit, within one month from the end of each quarterly interval, the payment receipts from the providers of services of the accountable benefits, i.e medical and dental care, children education benefits and

overseas non-directorate staff passage under Clauses SF8, SF9 and SF10(B) 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 twelve-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 twelve-month period. The commencement of the twelve-month period is to be determined by the Director's Representative and notified in writing to the Consultants.

(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 and shall certify and submit 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 is subsequently found to be incorrect and to have resulted in excess reimbursement to the Consultants then the excess shall be recovered from 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 fee shall be the sum of the products obtained by multiplying each of the amount described in column A by the respective multiplier in column B below.

| <u>Column A</u> | <u>Column B</u> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| Amount of actual salary (including gratuity but excluding overtime) paid by the Consultants for the month to those members of the Resident Site Staff whose government pay scale point calculated under Clause SF4 is | <i>(Insert the respective multipliers submitted in the Fee Proposal)</i> |
| D1 or above | M_{21} |
| MPS 45 - 49 | M_{22} |
| 34 - 44 | M_{23} |
| 15 - 33 | M_{24} |
| 1 - 14 | M_{25} |
| MOD I | M_{26} |

However, the accumulated total of the payable fee under this sub-clause over each consecutive twelve-month period shall not exceed the sum of the products obtained by multiplying each of the amount described in column C by the respective multiplier in column D below.

Column C

Column D

The aggregate total of caps with respect to salary (including gratuities but excluding overtime) calculated under Clauses SF4 and SF5, over the same twelve-month period, for those members of the Resident Site Staff whose Government pay scale point calculated under Clause SF4(B) is

(Insert the respective multipliers submitted in the Fee Proposal)

| | |
|-------------|----------|
| D1 or above | M_{21} |
| MPS 45 - 49 | M_{22} |
| 34 - 44 | M_{23} |
| 15 - 33 | M_{24} |
| 1 - 14 | M_{25} |
| MOD I | M_{26} |

(F) The Consultants shall be paid a fee each month for their administration of the persons posted to site by the Government under Clause S3(G) of the Special Conditions of Employment. The fee shall be the sum of the products obtained by multiplying each of the amount described in column A by the respective multiplier at column B below.

Column A

Column B

The actual salary (excluding gratuity and overtime) paid by the Government for the month to those persons posted, who are paid by Government on pay scale point

(Insert the respective multipliers submitted in the Fee Proposal)

| | |
|-------------|----------|
| D1 or above | M_{31} |
| MPS 45 - 49 | M_{32} |
| 34 - 44 | M_{33} |
| 15 - 33 | M_{34} |
| 1 - 14 | M_{35} |
| MOD I | M_{36} |

(G) 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. 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 relevant 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 :

| <u>Rank</u> | <u>Working Hours days in a week</u> | <u>of duty in a week</u> | <u>Normal hours of attendance</u> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|---------------------------------------------------------------------------|---------------------------------------|
| RAIOW, RTO(C), RSO(E), RSO(Q), RCOII, RPSII, RCA, Resident Typist and those ranks whose Government pay scale point calculated under Clause SF4(B) is above MPS 13 | 5 1/2 days | 44 hours Mon-Fri : 9:00-17:00 gross (i.e. including lunch break) | 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, which may include a Sunday.

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

(D) The normal hours of attendance stipulated in sub-clause (A) of this Clause for each individual in 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 an individual on the Resident Site Staff for each calendar month shall be the dollar amount of the Government pay scale point calculated under sub-clause (B) of this Clause.

(B) (a) 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:

| <u>Grade and Rank</u> | <u>Government Pay Scale Point</u> |
|------------------------------------|-----------------------------------|
| CRE | Minimum of D1 |
| SRE SRQS SRLS | MPS 45 |
| RE | MPS 32 |
| RQS | MPS 31 |
| RLS | MPS 30 |
| ARE ARQS | MPS 19 |
| ARLS | MPS 18 |
| RCTO | MPS 38 |
| RSIOW | MPS 34 |
| RIOW | MPS 24 |
| RAIOW | MPS 13 |
| RWSI | MPS 13 |
| RWSII | MPS 9 |
| RPTO(L) RPSO(E) RPSO(Q) | MPS 30 |
| RSTO(L) RSTO(C) RSSO(E) RSSO(Q) | MPS 23 |
| RTO(L) RTO(C) RSO(E) RSO(Q) | MPS 11 |
| Resident Artisan and Chainman | MPS 6 |
| Resident Workman I | MOD 4 |
| Resident Workman II | MOD 1 |
| RCOI | MPS 16 |
| RCOII | MPS 3 |
| CA | MPS 1 |
| RPS II | MPS 4 |
| Resident Typist | MPS 2 |

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

subject to sub-clauses (B)(b) and (B)(c) of this Clause.

(b) One point shall be added to the Government pay

scale point as determined under sub-clause (B)(a) of this Clause for one complete year of relevant experience of that rank possessed by the individual filling that post.

(c) Notwithstanding sub-clauses (B)(a) and (B)(b) of this Clause, in no circumstances shall the respective Government pay scale points calculated under 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 27 |
| ARQS ARLS | MPS 27 |
| 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 8 |
| Resident Workman II | MOD 3 |
| RCOI | MPS 21 |
| RCOII | MPS 15 |
| RCA | MPS 10 |
| RPS II | MPS 15 |
| Resident Typist | MPS 10 |

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

Cap on Resident
Site Staff
gratuities

SF5 The cap with respect to the gratuity of an individual on the Resident Site Staff for a calendar month shall be the basic salary at the Government pay scale point calculated for the individual under sub-clause SF4(B) multiplied by the respective gratuity percentages as stipulated below:

| <u>Government Pay Scale Point Calculated under Clause SF4(B)</u> | <u>Gratuity Percentage</u> |
|----------------------------------------------------------------------|----------------------------|
| MOD Scale | 18.75 |
| Others | 25.0 |

Cap on Resident
Site Staff
overtime

SF6 (A) For the purpose of this Clause, overtime means those hours of authorised work done by an individual on the Resident Site Staff of rank RAIOW, RTO, RSO(E), RSO(Q), RWSI, RWSII, Resident Artisan, Resident Chainman, Resident Workman I, Resident Workman II, RCOI, RCOII, RCA, RPSII, Resident Typist [*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 the whole Resident Site Staff for a calendar month shall be :

- (i) the amount agreed by the Director's Representative; or
- (ii) the aggregate total of the amounts determined under sub-clause (C) of this Clauses,

whichever is the lesser.

(C) The hourly rate of overtime allowance for the purpose of sub-clause (B)(ii) of this Clause for an individual on the Resident Site Staff with weekly hours of duty of 45 hours net under Clause SF3 shall be his actual basic salary for the month divided by :

- (i) 140, for his first 150 hours of overtime for the month; and
- (ii) 210, for his overtime exceeding 150 hours in the month.

(D) The hourly rate of overtime allowance for the purpose of sub-clause (B)(ii) of this Clause for an individual on the Resident Site Staff with hours of duty of 44 hours gross under Clause SF3

shall be his actual basic salary for the month, divided by :

- (i) 210, for his first 4 hours of overtime for the month;
- (ii) 140, for his 5th to 150th hours of overtime for the month; and
- (iii) 210, for his overtime exceeding 150 hours in the month.

Cap on Resident Site Staff housing benefit

SF7 The cap in respect of housing benefits for an individual on the Resident Site Staff shall be:

| <u>Government Pay Scale Point calculated under Clause SF4(B)</u> | <u>Cap (in HK\$ per month)</u> |
|------------------------------------------------------------------|--------------------------------|
| 45-D1 | 30,500 |
| MPS 41-44 | 22,300 |
| MPS 35-40 | 20,300 |
| MPS 34-37 | 18,200 |

The caps shall be adjusted on the 1 April immediately subsequent to the date of commencement of the Agreement, in accordance with the percentage movements of the corresponding scale of the Home Financing Allowance for civil servants.

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 an individual (including dependant family members) on the Resident Site Staff shall be an average of HK\$15,000 per calendar year. The figure shall be adjusted in accordance with percentage movements of the premium for the AECS Medical Insurance Group Scheme Class 3 (hospital & surgical benefits plus primary care and attention for member plus spouse plus children)

(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) The cap in respect of the children education benefits of an individual on the Resident Site Staff for a calendar month shall be as follows:

| <u>Children studying in</u> | <u>Cap (in HK\$ per month)</u> |
|---------------------------------|--------------------------------|
| Primary School | 2,320 |
| Secondary School up to form III | 3,840 |
| Secondary School above form III | 3,600 |

(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 shall 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 (A) For an individual on the Resident Site Staff whose Government pay scale point calculated under Clause SF4(B) is D1 or above, and who has served as resident site staff of any Government project for two continuous calendar years, a monthly cap for passage is allowed for himself and each of his dependant family members. The monthly cap on each of such person shall be one twenty-fourth of the full fare rate of return air fare (economy class) of Cathay Pacific between Hong Kong and London for that person.

(B) If an individual on the Resident Site Staff were recruited directly from overseas;

(a) and if his coming to Hong Kong to take up the post in the Resident Site Staff is the first time he comes to Hong Kong to take up a post for a Government project, then a cap is allowed for himself and each of his dependant family members on the passage from the place where he is employed to Hong Kong. The cap for each of such person shall be the full fare rate of single air fare (economy class) of Cathay Pacific from London to Hong Kong for that person.

(b) when the individual leaves employment from the Resident Site Staff, a cap is allowed for himself and each of his dependant family members on the passage from Hong Kong to the place where he was employed. The cap for each of such person shall be the full fare rate of single air fare (economy class) of Cathay Pacific from Hong Kong to London for that person.