



Water Supplies Department
The Government of the Hong Kong Special Administrative Region

Agreement No. CE 52/2009 (WS)
Improvement of fresh water supply to Cheung Chau -
Design and Construction

SCHEDULE OF FEES

(16 July 2010)

DRAFT

Agreement No. CE 52/2009 (WS)
Improvement of fresh water supply to Cheung Chau -
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SCHEDULE OF FEES

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Schedule of Fees

- Definition 1. 'approved' hereinunder means approved in writing by the Director's Representative before the cost, remuneration or expense is incurred.
- Basis of Fee 2. (A) The remuneration of the Consultants for the performance of the Services other than in respect of the Resident Site Staff shall be a Lump Sum of *HK\$_____, subject to the limitations, reservations and adjustments in Schedule of Fees Clauses 4, 5, 6 and 7 and adjustments under sub-clause (B) of this Clause. [**insert the value on Agreement signing*]
- (B) (i) There shall be no adjustment in the Lump Sum until the first anniversary of the date on which this Agreement is due to commence. An adjustment proportional to any increase or decrease in the Consumer Price Index (C) over the year immediately preceding the adjustment shall be applied on the day after the first and every subsequent anniversary to the balance of the Lump Sum still unearned according to the Payment Schedule at the time of the adjustment.
- (ii) "Consumer Price Index (C)" in this Schedule of Fees shall mean the Consumer Price Index (C) (October 2004 – September 2005 based) compiled by the Census and Statistics Department, and published monthly in the Hong Kong Monthly Digest of Statistics, or, in the event that the Index ceases to be compiled, such other Index as is, in the opinion of the Secretary for Development, substantially equivalent.
- Interim Payment 3. Interim payments on account for the fee stipulated in sub-clause (A) of Schedule of Fees Clause 2 shall be made in such amounts and at such times as are set out in the Payment Schedule below:

Payment Schedule

- (i) Review, Design and Tender Phases
 - (a) 1% of the Lump Sum one month after signing of the Agreement and at the end of each subsequent month but only up to an aggregate total of 10%.
 - (b) 2% of the Lump Sum on submission of the Report on Recommendation of additional works to be carried out in the Design Phase (Clause 5.2(a) of the Brief).
 - (c) 1% of the Lump Sum on acceptance of the Report on Recommendation of additional works to be carried out in the Design Phase.
 - (d) 1% of the Lump Sum on submission of the Report on the review to the Environmental Permit and Environmental Monitoring & Audit Manual (Clause 5.2(b) of the Brief).
 - (e) 1% of the Lump Sum on acceptance of the Report on the review to the Environmental Permit and Environmental Monitoring & Audit Manual.
 - (f) 1% of the Lump Sum on the delivery of the NEC reference documents (Clause 5.1(j) of the Brief).
 - (g) 1% of the Lump Sum on the completion of Two NEC workshop within Review Phase (Clause 5.1(i) of the Brief).
 - (h) 5% of the Lump Sum on submission of the NEC Contract Option Evaluation Report and recommendations on selecting the best contract strategy and option for the project (Clause 5.2(c) of the Brief.)
 - (i) 2% of the Lump Sum on acceptance of the NEC Contract Option Evaluation Report and recommendations on selecting the best contract strategy and option for the project.
 - (j) 3% of the Lump Sum on submission of the Draft Review Report (Clause 5.2(d) of the Brief).

- (k) 1% of the Lump Sum on submission of the Final Review Report (Clause 5.2(e) of the Brief) together with the Executive Summary (Clause 5.2(f) of the Brief).
- (l) 1% of the Lump Sum on acceptance of the Final Review Report together with the Executive Summary.
- (m) 1% of the Lump Sum on submission of the Tree Risk Assessment and tree removal application (Clause 5.3(b) of the Brief).
- (n) 1% of the Lump Sum on acceptance of the Tree Risk Assessment and tree removal application.
- (o) 1% of the Lump Sum on submission of the Landscape proposal (Clause 5.3(c) of the Brief).
- (p) 1% of the Lump Sum on acceptance of the Landscape proposal
- (q) 2% of the Lump Sum on submission of the Design Memorandum (Clause 5.3(d) of the Brief).
- (r) 1% of the Lump Sum on acceptance of the Design Memorandum.
- (s) 1% of the Lump Sum on the completion of Two NEC workshop within Design Phase (Clause 5.1(i) of the Brief).
- (t) 3% of the Lump Sum on submission of the design calculations, statement of standards and Design Certificates (Clause 5.3(e) of the Brief).
- (u) A total of 10% of the Lump Sum to be invoiced in instalments on submission of the draft tender drawings and other tender documents of works contract under the Agreement. The value of each instalment shall be proportional to the estimated value of each works contract over the estimated sum of values of all the works contracts under the Agreement. (Clause 5.3(f) of the Brief).

- (v) 2% of the Lump Sum on submission of the estimate of the cost of the works and deployment of Resident Site Staff (Clause 5.3(g) of the Brief) together with the PECC submission. (Clause 5.3(h) of the Brief.)
- (w) 1% of the Lump Sum on acceptance of the estimate of the cost of the works and deployment of Resident Site Staff together with the PECC submission.
- (x) 2% of the Lump Sum on submission of the Quality Site Supervision Plan (Clause 5.3(j) of the Brief).
- (y) 1% of the Lump sum on acceptance of the Quality Site Supervision Plan.
- (z) A total of 3% of the Lump Sum to be invoiced in instalments on the tender gazette of each works contract under the Agreement. The value of each instalment shall be proportional to the estimated value of each works contract over the estimated sum of values of all the works contracts under the Agreement.
- (aa) A total of 3% of the Lump Sum to be invoiced in instalments on submission of the tender report of each works contract under the Agreement. The value of each instalment shall be proportional to the estimated value of each works contract over the estimated sum of values of all the works contracts under the Agreement. (Clause 5.4(b) of the Brief).
- (bb) A total of 3% of the Lump Sum to be invoiced in instalments on signing of each works contract under the Agreement. The value of each instalment shall be proportional to the estimated value of each works contract over the estimated sum of values of all the works contracts under the Agreement.

The maximum payment for the Review, Design and Tender Phases shall be 65% of the Lump Sum.

(ii) Construction Phase

- (a) 0.5% of the Lump Sum starting one month after the commencement of the first works contract and at the end of each subsequent month but only up to an

aggregate total of 12%.

- (b) 1% of the Lump Sum on submission of the Brief and all necessary documents for engaging an Independent Environmental Checker. (Clause 5.5(g) of the Brief)
- (c) A total of 5% of the Lump Sum to be invoiced in installments on issue of the Completion Certificate of each works contract under the Agreement. The value of each installment shall be proportional to the estimated value of each works contract over the estimated sum of values of all the works contracts under the Agreement.
- (d) A total of 3% of the Lump Sum to be invoiced in installments on submission of the as-constructed drawings of each works contract under the Agreement. The value of each installment shall be proportional to the estimated value of each works contract over the estimated sum of values of all the works contracts under the Agreement. (Clause 5.5(c) of the Brief)
- (e) 1% of the Lump Sum on acceptance of the as-constructed drawings of all the works contracts.
- (f) 2% of the Lump Sum on the completion of two NEC workshops in Construction Phase (Clause 5.1(i) of the Brief).
- (g) 1% of the Lump Sum on submission of the Operation and Maintenance Manuals for the submarine water main (Clause 5.5(d) of the Brief) together with maintenance manuals for slope/retaining structure, if any (Clause 5.5(f) of the Brief).
- (h) 1% of the Lump Sum on acceptance of the Operation and Maintenance Manuals for the submarine water main together with maintenance manuals for slope/retaining structure
- (i) 1% of the Lump Sum on submission of the Maintenance and Instruction Manuals for electrical and mechanical plant and equipment. (Clause 5.5(e) of the Brief)
- (j) 1% of the Lump Sum on acceptance of the

Maintenance and Instruction Manuals for electrical and mechanical plant and equipment.

- (k) A total of 3% of the Lump Sum to be invoiced in instalment on issue of the Maintenance Certificate for each works contract under the Agreement. The value of each instalment shall be proportional to the estimated value of each works contract over the sum of estimated values of all the works contracts under the Agreement.
- (l) 4% of the Lump Sum on completion of all matters under the Agreement.

The maximum payment for the Construction Phase shall be 35% of the Lump Sum.

Expenses

4. In addition to the Lump Sum stipulated in Schedule of Fees Clause 2, the Consultants shall be reimbursed by the Employer out-of-pocket expenses actually and properly incurred by them in respect of:

- (i) the cost of approved boring tests, trial pits, test piles, models, soil investigations, utility mappings and other special investigations; and
- (ii) the approved fees and expenses of specialists employed with the approval of the Director's Representative for inspection of works processes and the testing of work or plant and the testing and analysis of materials.

Payment for Additional Services

5. (A) Where the Consultants consider that they are entitled to payment pursuant to General Conditions of Employment Clause 33, the Consultants shall advise the Director's Representative in writing such claims before the Consultants commence performing the additional Services.

(B) The notice provision in sub-clause (A) of this Clause shall be a condition precedent to payment for additional Services.

(C) If the Director's Representative agrees that the Services are additional, he shall attempt to agree with the Consultants a lump sum payment for the additional Services.

(D) The lump sum payment shall be negotiated on the basis of the Director's Representative and the Consultants identifying

which staff of the Consultants will be required to perform the additional Services and the estimated hours required to complete the additional Services. The charge rates shall be based on the all-inclusive hourly rates referred to in Schedule of Fees Clause 8(A) for cumulative fees up to or equal to the fee ceiling referred to in Schedule of Fees Clause 8(B).

(E) Where the staff or hours required cannot be identified and agreed, additional Services will be paid on a time charge basis in accordance with Schedule of Fees Clause 8, subject to a fee cap set by the Director's Representative which should not be exceeded without his approval.

Reduction of lump sum fees

6. Where it is determined by the Director's Representative that there is a reduction in any Services for which payment is to be made by means of a lump sum fee, then such lump sum fee shall be reduced by negotiation taking into account any financial commitment or obligation properly incurred by the Consultants in accordance with this Agreement.

Payment for delays

7. Where it is determined by the Director's Representative that the Consultants are entitled under General Conditions of Employment Clause 35 to payment in respect of any additional costs incurred as a result of the delays, such payment shall be determined by negotiation and shall be either a lump sum or on a time charge basis.

Fees on time charge basis

8. (A) Where it is agreed by the Director's Representative that fees shall be paid on a time charge basis, the all-inclusive hourly rates shall be as follows:

- (i) Partners/Directors (A director of a company who is a member of the Board with voting power at Board meetings of the company and with extensive experience in the relevant field. The director shall have minimum 15 years relevant post-qualification experience): at the rate of ***HK\$**_____ per hour.
- (ii) Chief Professional Staff (Corporate member of an appropriate professional institution or equivalent and with minimum 12 years relevant post-qualification experience): at the rate of ***HK\$**_____ per hour.
- (iii) Senior Professional Staff (Corporate member of an

appropriate professional institution or equivalent and with minimum 5 years relevant post-qualification experience): at the rate of *HK\$_____ per hour.

- (iv) Professional Staff (Corporate member of an appropriate professional institution or equivalent): at the rate of *HK\$_____ per hour.
- (v) Assistant Professional Staff (University degree or equivalent in an appropriate discipline and with minimum 3 years relevant post-qualification experience): at the rate of *HK\$_____ per hour.
- (vi) Technical Staff (Diploma or Higher Certificate or equivalent in an appropriate discipline and with minimum 3 years relevant post-qualification experience): at the rate of *HK\$_____ per hour.
- (vii) Senior Environmentalist (University degree or equivalent in an appropriate discipline and with minimum 10 years relevant post-qualification experience): at the rate of *HK\$_____ per hour.
- (viii) Environmentalist (University degree or equivalent in an appropriate discipline and with minimum 5 years relevant post-qualification experience): at the rate of *HK\$_____ per hour.
- (ix) Assistant Environmentalist (University degree or equivalent in an appropriate discipline and with minimum 3 years relevant post-qualification experience): at the rate of *HK\$_____ per hour.

*[*insert the value on Agreement signing]*

(B) The all-inclusive hourly rates referred to in sub-clause (A) of this Clause shall be used to calculate the adjusted notional value for additional Services by adding the totals of the all-inclusive hourly rates and the respective notional man-hours for additional Services referred to in the Fee Proposal, which shall be the fee ceiling for the purposes of calculating additional Services unless it exceeds 10% of the Consultants' lump sum offer for performing the Assignment accepted by the Employer, in which case that amount shall constitute the fee ceiling.

(C) For additional Services, charge rates shall be based on the all-inclusive hourly rates referred to in sub-clause (A) of this Clause for cumulative fees up to or equal to the fee ceiling.

(D) Where the cumulative payment for additional Services under the Consultancy Agreement has exceeded the fee ceiling then the all-inclusive hourly rates referred to in sub-clause (A) of this Clause shall not apply for the calculation of payment for additional Services exceeding the fee ceiling. A lump sum or new rates shall be agreed by negotiation based on the agreed time taken to complete the additional Services or the estimated time for the completion of the additional Services, all-inclusive hourly rates offered in the original Fee Proposal and the prevailing market rates. Where such negotiation fails the Employer shall be at liberty to amongst other options, not instruct the additional Services, or instruct a third party to perform the additional Services.

(E) Notwithstanding sub-clause (D) of this Clause, where the ordering of additional Services on a lump sum basis will result in the cumulative value straddling and exceeding the fee ceiling, the all-inclusive hourly rates referred to in sub-clause (A) of this Clause should still apply for the additional Services.

(F) Where additional Services have been ordered on a time charge basis and cumulative fees for the performance of those additional Services equals or exceeds the fee ceiling and negotiations fail between the Director's Representative and the Consultants with respect to agreeing a lump sum then the Employer shall have the option of having the balance of the additional Services performed on the existing time charge rates.

(G) Notwithstanding that the notional value for additional Services is taken into account in fee assessment, the Employer has no obligation whatsoever to order the additional Services.

(H) There shall be no adjustment to the time charge rates until the first anniversary of the date on which this Agreement is due to commence. An adjustment proportional to any increase or decrease in the Consumer Price Index (C) over the year immediately preceding the adjustment shall be applied on the day after the first and every subsequent anniversary to the balance of fees unearned at the time that any variation becomes effective.

(I) All staff proposed by the Consultants to perform the additional Services shall be subject to the agreement of the Director's

Representative.

(J) In exceptional cases where, in the opinion of the Director's Representative, the additional Services would best be performed by a particular partner or employee of the Consultants and the use of the all-inclusive time charge rates referred to in sub-clause (A) of this Clause is considered not appropriate, the Director's Representative may, by negotiation, agree with the Consultants a new time charge rate for the particular partner or employee of the Consultants, even when the fee ceiling has not been exceeded.

(K) Time spent by clerical staff shall not be chargeable.

(L) Time spent by partners and directors, and professional and technical staff in approved travelling shall be chargeable.

(M) In addition to remuneration to be paid under sub-clause (A) of this Clause, the Consultants shall be reimbursed by the Employer all reasonable out-of-pocket expenses actually and properly incurred by them in respect of:

- (i) printing, reproduction and purchase of all documents, drawings, maps, photographs and records;
- (ii) overseas communications including facsimile transmissions, telephone calls, telegrams, telex and air freight for documents;
- (iii) approved travelling and hotel expenses and other similar disbursements;
- (iv) the cost of purchase of approved equipment, such equipment becoming the property of the Employer when reimbursement has been made; and
- (v) other items approved by the Director's Representative.

(N) The all-inclusive time charge rates referred to in sub-clause (A) of this Clause shall be regarded as maximum and applicable to additional Services requiring short term or part-time working. The Employer reserves the right to negotiate before Services have started, reduced rates for long term or full time continuous periods of working.

(O) The Consultants shall render monthly accounts, annexing copies of time sheets, in respect of fees on a time charge

basis.

Schedule of Fees' provisions exhaustive 9. For the avoidance of doubt, except as provided for under Clauses 10 to 19 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 10. (A) The Consultants shall be reimbursed reasonable advertising cost incurred in the recruitment of the Resident Site Staff.

(B) (i) Subject to sub-clauses (C) and (D) of this Clause, the Consultants shall, upon invoice, be reimbursed monthly for their actual total expenditure which they certified to have been paid by them to the Resident Site Staff or to the provider of services under Clauses 13, 16, 17 and 18. In this regard, the reimbursable expenditure includes the expenditure made by the Consultants with respect to a member of the Resident Site Staff for periods during which the member is either on vacation leave or sick leave, provided that:

- (a) any sick leave in excess of one day shall be endorsed by a medical certificate signed by a registered medical practitioner, a registered dentist or a registered Chinese medicine practitioner..
- (b) any vacation leave for which reimbursement is made shall not exceed the following rates or any other rates as may be confirmed by the Director's Representative pursuant to Clause S5 of the Special Conditions of Employment, subject to compliance with the Employment Ordinance:

For "Type A" Resident Site Staff:

<u>Government pay scale point specified in Clause 12(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 “Type B” Resident Site Staff: Government pay scale point <u>specified in Clause 12(B)</u> MOD Scale & MPS 0 – 13 MPS 14 - 49 D1	Rate of vacation leave per one year of service <u>in the Resident Site Staff</u> 14 days 18 days 22 days
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(c) The rates of vacation leave specified in sub-clause (b) of this Clause are net days, i.e. intervening Sundays and gazetted general holidays are not counted as leave.

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

Particularly, reimbursements with respect to mandatory provident fund, medical and dental care, children education benefits and passage are additionally accountable, that is, only that sum paid by the Consultants to a member of the Resident Site Staff, or to the service providers, and actually spent on the respective purposes and within the conditions stipulated in Clauses 13, 16, 17 and 18 of the Schedule of Fees will be counted towards reimbursement.

(ii) The Consultants shall submit, within one month from the end of each quarterly interval, payment or other relevant receipts acknowledged by the member of the Resident Site Staff, as evidence for the actual payment they made to him/her. In addition, the Consultants shall also submit, within one month from the end of each quarterly interval, payment receipts from the providers of services of the additionally accountable benefits, i.e. mandatory provident fund, medical and dental care, children education benefits and passage under Clauses 13, 16, 17 and 18 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 12 to 18 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 12 to 18 the respective caps and the aggregate total of the caps. The Consultants shall certify the calculation of the caps and the aggregate total of the caps and submit it to the Director's Representative within one month from the end of each quarterly interval. If the calculation of the caps or the aggregate total of the caps is subsequently found to be incorrect and to have resulted in excess reimbursement to the Consultants, then the excess shall be recovered as a debt from the Consultants through deduction from subsequent reimbursement or where it is not sufficient for the purpose of such deduction monies due to the Consultants under this Agreement or any other consultancy agreements between the Government and the Consultants.

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

	Column A <u>Rank</u>	Column B <u>Rate in</u> <u>\$/man-month</u>
Resident Site Staff directly employed by the Consultants	SRE, SRA, SRLS, SRQS	R2
	RE, RA, RLS, RQS, RCTO, RSIOW, RPSO, RPTO	R3
	ARE, ARA, ARQS, ARLS, RIOW, RAIOW, RSSO, RSTO, RSO, RTO, RCO	R4
	RWSI, RWSII, RACO, RCA, RPSII, LRO, Resident Artisan, Resident Chainman	R5

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 2 over the year immediately preceding the adjustment shall be applied on the day after the first and every subsequent anniversary of this Agreement.

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

Working periods of Resident Site Staff

11. (A) Subject to sub-clause (B)(i) of Clause 10, 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, LRO, RPSII, RCA, and those ranks other than RWSI whose Government pay scale point specified in Clause 12(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

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

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

<u>Grade and Rank</u>	<u>Government pay scale point for "Type A" Resident Site Staff</u>	<u>Government pay scale point for "Type B" Resident Site Staff</u>
CRE, CRA	Minimum of D1	Minimum of D1
SRE, SRA, SRQS, SRLS	MPS 45	MPS 45
RE, RA	MPS 32	MPS 27
RQS	MPS 31	MPS 26
RLS	MPS 30	MPS 25
ARE, ARA, 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, Chainman	MPS 6	MPS 5

Resident Workman I	MOD 9	MOD 3
Resident Workman II	MOD 6	MOD 0
RCO	MPS 16	MPS 16
RACO	MPS 3	MPS 2
LRO	MPS 3	MPS 2
RCA	MPS 1	MPS 0
RPSII	MPS 4	MPS 3

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

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

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

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

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

<u>Grade and Rank</u>	<u>Government pay scale point for "Type A" and "Type B" Resident Site Staff</u>
CRE, CRA	Maximum of D1
SRE, SRA, SRQS, SRLS	MPS 49
RE, RA	MPS 44
RQS	MPS 44
RLS	MPS 44
ARE, ARA, ARQS	MPS 27
ARLS	MPS 27
RCTO	MPS 41
RSIOW	MPS 37
RIOW	MPS 33
RAIOW	MPS 23
RWSI	MPS 16
RWSII	MPS 12
RPTO(L), RPSO(E), RPSO(Q)	MPS 37
RSTO(L), RSTO(C), RSSO(E), RSSO(Q)	MPS 29
RTO(L), RTO(C), RSO(E)	MPS 22
RSO(Q)	

<u>Grade and Rank</u>	<u>Government pay scale point for “Type A” and “Type B” Resident Site Staff</u>
Resident Artisan, Chainman	MPS 8
Resident Workman I	MOD 13
Resident Workman II	MOD 8
RCO	MPS 21
RACO	MPS 15
LRO	MPS 15
RCA	MPS 10
RPSII	MPS 15

Cap on Resident Site Staff Gratuity and Mandatory Provident Fund 13. (A) For “Type A” Resident Site Staff, the cap for the combined end-of-contract gratuity and mandatory provident fund of a member of the Resident Site Staff for each calendar month shall be the basic salary of that member at the Government pay scale point specified in Clause 12(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 12(B)</u>	<u>Combined End-of-contract Gratuity and Mandatory Provident Fund Percentage for “Type A” Resident Site Staff</u>
MOD Scale	18.75
Others	25

(B) For “Type B” Resident Site Staff, the cap for the combined end-of-contract gratuity and mandatory provident fund for a member of the Resident Site Staff for each calendar month shall be the basic salary of that member at the Government pay scale point specified in Clause 12(B) multiplied by 15% of salary for skilled jobs (e.g. professional, technical and supervisory grades), 10% for non-skilled jobs (e.g. clerical, secretarial, workman and chainman grades), or any other percentage as may be confirmed by the Director’s Representative pursuant to Clause S5 of the Special Conditions of Employment.

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

Cap on Resident
Site Staff
overtime

14. (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, LRO, RCA, RPSII, in their respective capacities and beyond the hours of duty and normal hours of attendance under Clause 11.

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

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

whichever is the less.

(C) The hourly rate of overtime allowance for the purpose of sub-clause (B)(ii) of this Clause for a member of the Resident Site Staff with weekly hours of duty of 45 hours net under Clause 11 shall be:

- (i) his/her actual basic salary for the month divided by:
 - (a) 140, for his/her first 150 hours of overtime for a calendar month; and
 - (b) 210, for his/her overtime exceeding 150 hours for the calendar month; or
- (ii) any other rate as may be confirmed by the Director's Representative pursuant to Clause S5 of the Special Conditions of Employment.

whichever is the less.

(D) The hourly rate of overtime allowance for the purpose of sub-clause (B)(ii) of this Clause for a member of the Resident Site Staff with weekly hours of duty of 44 hours gross under Clause 11 shall be:

- (i) his/her actual basic salary for the month, divided by:
 - (a) 140, for his/her first 150 hours of overtime for a calendar month (however, the hourly rate in respect of the first four hours overtime in any week for which an allowance may be claimed is 1/210 of his/her actual basic salary for the month); and
 - (b) 210, for his/her overtime exceeding 150 hours for the calendar month; or
- (ii) any other rate as may be confirmed by the Director's Representative pursuant to Clause S5 of the Special Conditions of Employment.

whichever is the less.

Cap on Resident Site Staff housing benefits 15. (A) The cap in respect of housing benefits for a member of the "Type A" Resident Site Staff shall be as follows or any other rate as may be confirmed by the Director's Representative pursuant to Clause S5 of the Special Conditions of Employment:

<u>Government pay scale point specified in Clause 12(B)</u>	<u>Monthly Cap on housing benefits for "Type A" Resident Site Staff w.e.f. 1.4.2009 (in \$ per month)</u>
MPS 45-D1	25,243
MPS 41-44	18,463
MPS 38-40	16,804
MPS 34-37	15,020

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

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

<u>Government pay scale point specified in Clause 12(B)</u>	<u>Monthly Cap on housing benefits for “Type B” Resident Site Staff w.e.f. 1.4.2009 (in \$ per month)</u>
MPS 45-D1	23,983
MPS 41-44	17,548
MPS 38-40	15,962
MPS 34-37	14,270

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

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

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

(B) Only payments actually incurred on expenditure for medical, dental, 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

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

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

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

Cap on and reimbursement for Resident Site Staff directly from overseas and when he/she leaves employment as such, a Resident Site Staff 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

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