



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

Agreement No. CE 42/2011 (WS)

**Implementation of Pressure Management and District Metering
for the Fresh Water Distribution Systems
of the Tsuen Wan West, Tuen Mun, Sai Kung, Aberdeen
and Red Hill Major Supply Zones**

Design and Construction

SCHEDULE OF FEES

(dated 14 November 2011)

DRAFT

[Blank]

Agreement No. CE 42/2011 (WS)
Implementation of Pressure Management and District Metering
for the Fresh Water Distribution Systems
of the Tsuen Wan West, Tuen Mun, Sai Kung, Aberdeen
and Red Hill Major Supply Zones
Design and Construction

SCHEDULE OF FEES

Table of Contents

<i>Clause</i>	<i>Page</i>
1. Definition	1
2. Basis of fee	1
3. Interim payment	2
4. Expenses	4
5. Payment for additional Services	4
6. Reduction of lump sum fees	5
7. Payment for delays	5
8. Fees on time charge basis	5
9. Schedule of Fee's provisions exhaustive	8
10. Remuneration of the Consultants for employment of Resident Site Staff	9
11. Working periods of Resident Site Staff	12
12. Cap on Resident Site Staff salaries	13
13. Cap on Resident Site Staff gratuity and Mandatory Provident Fund	16
14. Cap on Resident Site Staff overtime	16
15. Cap on Resident Site Staff housing benefit	18

<i>Clause</i>	<i>Page</i>
16. Cap on and reimbursement for Resident Site Staff medical and dental care	18
17. Cap on and reimbursement for Resident Site Staff children education benefits	19
18. Cap on and reimbursement for Resident Site Staff passage	19
19. Prevention of double benefit during terminal leave period	19

Agreement No. CE 42/2011 (WS)

Implementation of Pressure Management and District Metering for the Fresh Water Distribution Systems of the Tsuen Wan West, Tuen Mun, Sai Kung, Aberdeen and Red Hill Major Supply Zones

Design and Construction

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.
- (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 2009 – September 2010 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) Design Phase
 - (a) 0.3% of the Lump Sum one month after signing the Agreement and at the end of each subsequent month but only up to an aggregate total of 3.6%.
 - (b) 1% of the Lump Sum on submission of the draft master programme (Clause 5.1(a) of the Brief).
 - (c) 0.5% of the Lump Sum on acceptance of the draft master programme.
 - (d) 0.5% of the Lump Sum on commencement of the first works order for site investigation.
 - (e) 2% of the Lump Sum on completion of a minimum of 50% of the site investigation works specified in Clause 6.2.2(a) of the Brief.
 - (f) 2.4% of the Lump Sum on completion of the site investigation works specified in Clause 6.2.2(a) of the Brief.
 - (g) 1% of the Lump Sum on submission of the draft summary report for site investigation (Clause 5.2(c) of the Brief).
 - (h) 0.5% of the Lump Sum on acceptance of the draft summary report for site investigation.
 - (i) 2% of the Lump Sum on submission of the detailed programme for the establishment of all the PMAs and DMAs (Clause 5.1(b) of the Brief).
 - (j) 1% of the Lump Sum on acceptance of the detailed programme for the establishment of all the PMAs and DMAs.
 - (k) 2% of the Lump Sum on submission of the estimate of the cost of the works and deployment of the Resident Site Staff (Clause 5.2(h) of the Brief).
 - (l) 1% of the Lump Sum on acceptance of the estimate of the cost of the works and deployment of the Resident Site Staff.
 - (m) 3.50% of the Lump Sum on submission of detailed design report for all the PMAs and/or DMAs of each major supply zone but only up to an aggregate total of 17.5% (Clause 5.2(b) of the Brief).

- (n) 1.80% of the Lump Sum on acceptance of detailed design report for all the PMAs and/or DMAs of each major supply zone but only up to an aggregate total of 9%.
- (o) 4% of the Lump Sum on submission of all the draft tender drawings and other tender documents for the works contracts (Clause 5.2(a) of the Brief).
- (p) 2% of the Lump Sum on acceptance of all the tender drawings and other tender documents for the works contracts.

The maximum payment for the Design Phase shall be 50% of the Lump Sum.

(ii) Tender Phase

- (a) 2% of the Lump Sum on invitation of all the tenders for the works contracts.
- (b) 1.5% of the Lump Sum on submission of all the tender reports for the works contracts (Clause 5.3(b) of the Brief)
- (c) 1.5% of the Lump Sum on execution of all the Articles of Agreement for the works contracts.

The maximum payment for the Tender Phase shall be 5% of the Lump Sum.

(iii) Construction Phase

- (a) 0.42% of the Lump Sum starting one month after commencement of the first works contract and at the end of each subsequent month but only up to an aggregate of 15.54%.
- (b) 0.03% of the Lump Sum upon submission of the draft commissioning report for each established PMA or DMA but only up to an aggregate of 15.36% (Clause 5.4(e) of the Brief).
- (c) 0.01% of the Lump Sum on acceptance of commissioning report for each established PMA or DMA but only up to an aggregate of 5.12%.
- (d) 0.04% of the Lump Sum on submission of the draft site demonstration report for each FWSR, FWT or FWBPT supply zone but only up to an aggregate of 2.12% (Clause 5.4(f) of the Brief).
- (e) 0.02% of the Lump Sum on acceptance of the site

demonstration report for each FWSR, FWT or FWBPT supply zone but only up to an aggregate of 1.06%.

- (f) 1% of the Lump Sum on issue of the Completion Certificate of the main works contract or the final payment for the last works order to the Term Contractor whichever is the later.
- (g) 3% of the Lump Sum on submission of the draft final report of the Assignment (Clause 5.1(j) of the Brief).
- (h) 1.5% of the Lump Sum on acceptance of the final report of the Assignment (Clause 5.1(k) of the Brief).
- (i) 0.3% of the Lump Sum on completion of all matters under the Agreement.

The maximum payment for the Construction Phase shall be 45% 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 (Director of the company who is a member of the Board with voting power at Board meetings of the company; corporate member of an appropriate professional institution or equivalent and with minimum 15 years relevant post-qualification experience): at the rate of **HKS** _____ 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 **HKS** _____ 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.

(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 10% of the Lump Sum shall constitute the fee ceiling.

(C) For additional Services where it is agreed by the Director's Representative that fees shall be paid on a time charge basis, 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, 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, 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' 9. For the avoidance of doubt, except as provided for under provisions exhaustive 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:

<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 & MPS 0 - 13	14 days
MPS 14 - 49	18 days
D1	22 days

- (c) The rates of vacation leave specified in sub-clause (b) of this Clause are net days, i.e.

intervening Sundays and gazetted general holidays are not counted as leave.

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

Particularly, reimbursements with respect to mandatory provident fund, medical and dental care, children education benefits and passage are additionally accountable, that is, only that sum paid by the Consultants to a member of the Resident Site Staff, or to the service providers, and actually spent on the respective purposes and within the conditions stipulated in Clauses 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	Not Applicable
	RE, RA, RLS, RQS, RCTO, RSIOW, RPSO, RPTO	R3
	ARE, ARA, ARQS, ARLS, RIOU, 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, RPSII, RCA, LRO 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 32
RQS	MPS 31	MPS 31
RLS	MPS 30	MPS 30
ARE, ARA, ARQS	MPS 19	MPS 19
ARLS	MPS 18	MPS 18
RCTO	MPS 38	MPS 38
RSIOW, RSCOW	MPS 34	MPS 34
RIOW, RCOW	MPS 24	MPS 24
RAIOW, RACOW	MPS 13	MPS 13
RWSI	MPS 13	MPS 13
RWSII	MPS 9	MPS 9
RPTO(L), RPSO(E), RPSO(Q)	MPS 30	MPS 30
RSTO(L), RSTO(C), RSSO(E), RSSO(Q)	MPS 23	MPS 23
RTO(L), RTO(C), RSO(E), RSO(Q)	MPS 11	MPS 9
Resident Artisan, Chainman	MPS 6	MPS 5
Resident Workman I	MOD 9	MOD 3
Resident Workman II	MOD 6	MOD 0
RCO	MPS 16	MPS 16

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

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

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

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

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

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

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

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, RCA, RPSII, LRO 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. 1.4.2011 (in \$ per month)</u>
MPS 45-D1	25,371
MPS 41-44	18,557
MPS 38-40	16,892
MPS 34-37	15,100

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. 1.4.2011 (in \$ per month)</u>
MPS 45-D1	24,111
MPS 41-44	17,633
MPS 38-40	16,049
MPS 34-37	14,350

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 type of Resident Site Staff. The cap in respect of the children education benefits of a member of the Resident Site Staff for a calendar month shall be as follows or any other rate as may be confirmed by the Director's Representative pursuant to Clause S5 of the Special Conditions of Employment:

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

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

Cap on and reimbursement for Resident Site Staff passage

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

Prevention of double benefit during terminal leave period

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.