

**Guidelines on Wage Payment Monitoring and
Reimbursement of Contractor's and Sub-contractors' Contributions to the
Mandatory Provident Fund for their Site Personnel**

Supplementary Notes No. 1

This supplementary notes provide clarification and correction of typos on the following parts of the captioned Guidelines promulgated in July 2012.

- 1) **Para. 3.2.2:** In case any of the Site Personnel holding managerial / supervisory position as mentioned in para. 3.2.1 do not want to disclose their employment contracts and records of wage payment and MPF contributions, the Contractor may submit application to the Engineer / Architect of the Contract to seek his approval for exempting the Site Personnel from the submission requirements. In considering each application for approval, the Engineer / Architect of the Contract shall satisfy himself that the Site Personnel concerned holds a managerial / supervisory position under the Contract and fulfills the requirements as specified in any of the three categories as mentioned in para. 3.2.1. If in doubt, the Engineer / Architect of the Contract shall request the Contractor to provide further supporting information to allow the Engineer / Surveyor of the Contract to certify the amount of the reimbursement claimed by the Contractor in future, e.g. inspecting the employment contracts of the Site Personnel concerned showing that he is employed on monthly salary basis, etc.
- 2) **Para. 5.5.3(b):** "Cash bank-in slips to MPF trustees" shall read "Bank-in slips to MPF trustees".
- 3) **Para. 5.5.4:** The Contractor shall submit the contribution summaries issued by the MPF trustees as required under para. 5.5.3(e) to the Engineer / Surveyor in a timely manner, who shall then certify the actual reimbursement accordingly. If the Contractor claims that the MPF trustees do not provide such contribution summaries, the Contractor shall be requested to provide other documentary proof showing that the actual amount shown in the other documentary evidence listed in para. 5.5.3(a) to (d) has actually been credited into the MPF account of the Site Personnel concerned.
- 4) **Para. 6.3.2:** In calculating the amount of MPF reimbursement to the Contractor / sub-contractors, the no. of days that the Site Personnel has worked on the Site shall be counted on multiples of 0.5 day. "One day" shall be referred

to the full period of “Working Hours” per day as specified in the employment contract. If the attendance records show that the Site Personnel has worked for less than 0.5 day on a worked day, the MPF contributions in relation to the worked day shall not be entitled to reimbursement. If the attendance records show that the Site Personnel has worked for 0.5 day or more than 0.5 day but less than a day on a worked day, the MPF contributions reimbursement shall be calculated as if the Site Personnel has worked for 0.5 day.

For example, the “Working Hours” as shown in a Site Personnel’s employment contract is from 9:00 am to 5:00 pm (8 hours) per working day. If the attendance records show that the Site Personnel has worked for 3 hours on a day (ie less than 4 hours), the worked day should not be counted for the reimbursement of MPF contributions. If the attendance records show that the Site Personnel has worked for 6 hours on a day (ie less than 8 hours but more than 4 hours), the MPF contributions reimbursement shall be calculated based on the Site Personnel has worked for 0.5 day. If the attendance records show that the Site Personnel has worked for more than 8 hours on a day, the MPF contributions reimbursement shall be calculated based on the Site Personnel has worked for one day.

- 5) **Para. 6.5.2 & 6.5.3:** For reimbursement of MPF contributions for the Site Personnel who has been granted exemption for submission of employment contracts and records of wage payment and MPF contributions, the Engineer / Architect of the Contract shall conduct spot checks to verify that the amount of MPF contributions being claimed for reimbursement as shown in the signed declaration (a sample declaration is at Annex E (form WPM-06)) has been calculated according to the methodology as mentioned in para. 6.3.2, and the Site Personnel concerned has received the amount of MPF contributions being claimed for reimbursement. The Engineer / Architect of the Contract shall also check and verify that the declaration has been signed by a person authorized to sign contracts on behalf of the Contractor / sub-contractor.
- 6) **Annex A5:** “and if applicable the letter referred to in this Clause A(3)(iii)(b)” shall be deleted from Clause [A](3)(v) of SCC[Y].
- 7) **Annex D (Chinese version):** The numbering for (2)(vi) to (viii) shall read as (2)(v) to (vii).

- 8) **Annex E (form WPM-03):** The heading of the 2nd but last column of the table shall read “No. of Days Worked on the Site” instead of “Working Days”. A note shall be added to clarify the calculation of “No. of Days Worked on the Site”.
- 9) **Annex E (form WPM-04):** The statement on the 1st row of the table shall read “本公司已根據上述地盤及工資期內的「地盤人員發放工資記錄表」(WPM-05 呈交於 年 月 日)，經支票將全部工資支付予以下僱員，並已得到僱員簽署確認收取全部工資。”.
- 10) **Annex E (form WPM-06):** “and the above amount has been paid to the relevant registered scheme of the Site Personnel concerned.” shall be added to the end of the 3rd para.
- 11) **Annex J:** Amended to show a sample of acknowledgement of receipt of payment by MPF trustees.
- 12) **Annex L:** Amended to show the full sample of contribution summaries issued by MPF trustees.

8 November 2012
Works Branch
Development Bureau

Guidelines

on

Wage Payment Monitoring and

Reimbursement of Contractor's and Sub-contractors'

Contributions to the Mandatory Provident Fund for

their Site Personnel

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1. INTRODUCTION

1.1 Background

- 1.1.1 To enhance the wage protection for construction workers of public works projects, the Government has introduced a series of measures in public works contracts since May 2006. These measures include installing computerised smart card systems at construction sites to keep attendance records of site personnel; requiring site personnel to enter into written employment contracts with their employers; requiring employers to pay workers wages by bank autopay; reimbursing employers of their Mandatory Provident Fund (MPF) contributions to their workers; requiring Contractors to submit copies of payment records of wages and MPF contributions; and requiring the employment of Labour Relations Officers (LRO) and Contractor's Labour Officers (CLO) to handle employment matters and monitoring payment of wages and MPF contributions.
- 1.1.2 After the above measures have been implemented for several years, there was recent feedback from stakeholders indicating that significant resources are required to fully comply with the relevant contractual provisions. Moreover, documentary proof required to substantiate the MPF contributions reimbursement may not be the same for different projects. In order to address these feedbacks, a working group comprising representatives from key industry stakeholders was formed in 2011 to review the current system with a view to streamlining the administrative procedures.

1.2 The Guidelines

- 1.2.1 These Guidelines are issued for reference by site supervisory staff of public works contracts that have incorporated the relevant contract measures to prevent non-payment of wages. A set of the prevailing relevant Special Conditions of Contract (SCC) and Particular Specification (PS) for different types of contracts is at **Annex A** for easy reference. However, site supervisory staff should note that some of these contract provisions may not be applicable to all contracts¹. Site supervisory staff should refer to the contract provisions of each contract for the exact requirements applicable to that particular contract.
- 1.2.2 The Guidelines are prepared to lay out a common standard for the required submissions with a view to –

¹ For example, installation of computerised smart card system is not applicable to term maintenance contracts, some of the contract provisions have also been amended over the years, etc.

- (a) facilitating site supervisory staff and contractor to prepare the required records; and
- (b) maintaining consistency on the implementation of the wage protection measures.

1.2.3 The Guidelines supersede the following –

- (a) “Guidelines on Reimbursement of Contractor’s Contribution to the Mandatory Provident Fund for his Site Personnel” issued under cover of the Secretary for Development’s (SDEV’s) memo ref (024Q5-01-4) in DEVB(W) 510/17/01 dated 18.1.2010; and
- (b) “Notes on the use of Hand Geometry for Monitoring Payment of wages to Site Personnel” in Attachment 1 and the specimen employment contract in Attachment 2 to SDEV’s memo ref (028Y3-01-3) in DEVB(W) 510/17/01 dated 6.10.2010.

1.2.4 The Guidelines are to be read in conjunction with the relevant Special Conditions of Contract and Particular Specifications of individual public works contracts.

1.2.6 The Development Bureau (DEVB) will review and amend the Guidelines from time to time. The soft copy of the Guidelines including amendments hereafter, if any, will be posted onto DEVB’s website.

1.3 Collection of Personal Data

- 1.3.1. It is important to keep comprehensive attendance records of workers to avoid potential disputes on payment of wages. Site personnel are obliged to supply the hand geometry data to facilitate the compilation of reliable and accurate attendance records based on which the wages can be accurately calculated. A set of “Notes on the use of Hand Geometry for Monitoring Payment of Wages to Site Personnel” is enclosed at **Annex B**.
- 1.3.2 Pursuant to the Data Protection Principle 1 of the Personal Data (Privacy) Ordinance (PDPO), site personnel should be implicitly or explicitly informed that it is obligatory for them to supply the personal data including hand geometry (or other biometric) data and the consequences for them if they fail to supply the data. Furthermore, they should be explicitly informed of the

purpose for which the data are to be used and the classes of persons to whom the data may be transferred. The foregoing would be made clear to the Site Personnel in the Notes about Personal Data annexed to their employment contracts (see section 5). The site personnel would be explicitly informed that it is obligatory for them to supply their hand geometry data and if they fail to do so, their rights may be prejudiced in any future employment disputes with their employer, and that their access to the construction site may be denied.

1.4 Handling of Personal Data

- 1.4.1 Contractors are required to observe and comply with the provisions of the PDPO when handling personal data including hand geometry (or other biometric) data collected from the site personnel.
- 1.4.2 Site supervisory staff should also observe and follow the principles and relevant guidelines on complying with the PDPO.

2. WAGE PAYMENT

2.1 Payment of wages by designated bank accounts or personal cheques

2.1.1 Under the Contract, the Contractor shall pay wages to all the Site Personnel² (except those mentioned in paragraph 2.1.2 below) through designated bank accounts of the Site Personnel (ref: PS Clauses X.5 and Z.1 in Annex A).

2.1.2 The Contractor shall only be allowed to pay wages by personal cash cheques, with the subject Site Personnel specified as payee and the cheques shall be immediately due on presentation, to –

- (a) Site Personnel who are not able to open a personal bank account with any bank in Hong Kong; and
- (b) casual workers who are defined in the Contract as “Site Personnel who are expected to work on Site no more than an aggregated total of 7 working days throughout the duration of the Contract period.

2.2 Copies of records to be submitted to the Engineer / Architect for wages paid by cheques

2.2.1 Copies of the following documents shall be submitted to the Engineer / Architect³ when wages are paid by cheques directly to the Site Personnel –

- (a) signed acknowledgement receipt of wage payment from the subject Site Personnel;
- (b) the cheque; and
- (c) the certified true copy of the bank statement showing the cash withdrawal.

Copies of (a) and (b) above shall be submitted as soon as they are available and in any event, no later than 7 days from the date when payment is due for the subject Site Personnel. Copies of (c) above shall be submitted as soon as they are available.

2.2.2 When wages are paid by cheques, the employer of the Site Personnel shall also submit a declaration that such wages have been paid to the Site Personnel (see Section 5 for a standard declaration form).

² “Site Personnel”, as defined in public works contracts, means all workers and staff employed by the Contractor or his sub-contractor of all tiers including specialist sub-contractors and Nominated Sub-contractors, except self-employed workers, engaged for the execution of the Works on Site. Site Personnel may include consultants engaged on site by the Contractor for the execution of works.

³ Engineer or Architect, as appeared in these Guidelines, may be changed to Supervising Officer or Maintenance Survey or Surveyor, as the case may be, for the Contract concerned.

2.2.3 The Labour Relations Officer shall carry out periodic spot checks with the concerned Site Personnel that they could cash the cheques they have received.

3. CONTRACTOR'S AND SUB-CONTRACTORS' MANAGEMENT STAFF

3.1 Employment Contracts and Records of Wage Payment and MPF Contributions

3.1.1 Under the Contract, the Contractor is required to make available copies of the employment contracts, records of wage payment and MPF contribution and a schedule of wages & MPF contributions of all Site Personnel engaged on Site to the Engineer / Architect (*ref:* PS Clauses X.2, X.7 and X.8 in **Annex A**).

3.2 Exemption of Submission : Criteria and Procedures

3.2.1 Exemption from providing the above information and records may be considered for certain Site Personnel holding managerial / supervisory position in the Contractor, first-tier sub-contractors and design consultant employed by the Contractor in a Design & Build contract. As a general rule, exemption can be granted for the following categories of Site Personnel –

- (a) Administration personnel directly employed by and based in the headquarters of the Contractor, first-tier sub-contractors or design consultant employed by the Contractor (e.g. Project Director, Project Manager);
- (b) Site management staff listed on the organization chart of the Contractor as a member of the Contractor's Management Team as specified in SCC[X] (*ref:* in **Annex A**) or the sole supervisor in-charge listed on the organization chart of the first-tier sub-contractors; and
- (c) Other site management staff listed on the organization chart of the Contractor or first-tier sub-contractors, or design consultant directly employed / engaged by the Contractor, and who are employed on monthly salary basis with monthly income exceeding \$25,000⁴.

3.2.2 In case any of the Site Personnel mentioned in paragraph 3.2.1 do not want to disclose the above-mentioned information and records, the Contractor shall submit application to the Engineer / Architect to seek his / her approval for exempting the Site Personnel from the submission requirements. For the avoidance of doubt, application for exemption of submission for Site Personnel other than those mentioned in paragraph 3.2.1 shall not normally be entertained unless with very strong justifications. In considering each

⁴ This amount refers to the prevailing maximum level of relevant income as stipulated under 1(a) of Schedule 3 of the Mandatory Provident Fund Schemes Ordinance, Cap 485 (MPFSO). The Legislative Council has passed the amendment of the maximum level of relevant income for MPF mandatory contributions, effective 1 June 2012. For monthly-paid regular employees, the maximum level of relevant income has been amended from \$20,000 to \$25,000 monthly.

application for approval, the Engineer / Architect of the Contract shall satisfy himself that the Site Personnel concerned holds a managerial / supervisory position under the Contract and fulfills the requirements as specified in any of the three categories as mentioned in paragraph 3.2.1. If in doubt, the Engineer / Architect of the Contract shall request the Contractor to provide further supporting information to allow the Engineer / Surveyor of the Contract to certify the amount of the reimbursement claimed by the Contractor in future, e.g. inspecting the employment contracts of the Site Personnel concerned showing that he is employed on monthly salary basis, etc. [Supplementary Notes No. 1](#)

3.2.3 Application for exemption of submission pursuant to paragraph 3.2.2 above must be in writing and accompanied by –

- (a) a statement made and signed by the Site Personnel that he / she refuses to disclose his / her employment contract, and information related to wage payment and MPF contribution to the Engineer / Architect, and
- (b) a formal declaration to the effect the Site Personnel is indeed under the direct employment of the Contractor or the first-tier sub-contractors; and
- (c) an organization chart of the Contractor showing that the Site Personnel is on the Contractor's Management Team, or an organization chart of the first-tier sub-contractor showing that the Site Personnel is the sole supervisor-in-charge, or a formal declaration by the Contractor or the first-tier sub-contractor that the Site Personnel is employed on monthly salary basis with monthly income exceeding \$25,000⁴.

The organization chart or declaration(s) in (b) and (c) above are required to be signed by a person authorized to sign contracts on behalf of the Contractor or of the relevant first-tier sub-contractors.

A sample application is at **Annex E** (form WPM-01).

3.2.4 The Contractor shall submit the application for exemption within 14 days from the end of the payment cycle. Late submission shall not normally be considered. The Engineer / Architect shall advise the Contractor of his approval or otherwise within 7 days upon receiving the application.

3.2.5 The Engineer / Architect shall reject any application submitted without all the documents (as in paragraph 3.2.3 above) enclosed. For those Site Personnel whose application for exemption is rejected by the Engineer / Architect, the Contractor shall provide their employment contracts and records of wage payment and MPF contributions in accordance with the contract requirements.

3.2.6 Site Personnel whose application for exemption is approved by the Engineer / Architect shall be required to make a declaration at the end of each payment cycle to the effect that he / she has received the full wage payment from his / her employer and the MPF contributions payable to him / her has been made by his / her employer. The Contractor shall submit the declaration to the Engineer / Architect for record within 14 days from the end of each payment cycle. A sample declaration is at **Annex E** (form WPM-02).

4. ATTENDANCE RECORDING SYSTEM

4.1 General Requirements

Capital Works Contracts

- 4.1.1 The Contractor of a capital works contract is required to provide and operate an attendance recording system comprising smart-card cum biometric authentication to record and verify the information of all the Site Personnel entering and leaving the site (ref: PS Clause X.6 for capital works contracts in **Annex A**).
- 4.1.2 Site Personnel shall be issued with a new smart-card. Nevertheless, registration cards issued by the Construction Workers Registration Authority (CWRA) are permitted to be used in lieu of a separate smart-card.
- 4.1.3 In general, biometric authentication utilizing the “hand geometry technology” that maps and verifies the size and shape of a person’s hand is normally used on sites. Nevertheless, it should be noted that other biometric authentication technology can also be permitted⁵.
- 4.1.4 The Labour Relations Officer shall conduct regular inspection of the attendance recording system to ensure that it is operating properly.

Term Maintenance Contracts

- 4.1.5 The Contractor of a term maintenance contract is required to provide and operate an attendance recording system comprising log-books and identification cards to record the times and verify the identity of all Site Personnel entering and leaving the site (ref: PS Clause X.6 for term maintenance contracts in **Annex A**). Site Personnel can use the registration card issued by the CWRA in lieu of a separate identification card.
- 4.1.6 The Labour Relations Officer shall conduct regular checks to ensure that the attendance recording system is operating properly. In particular, the Labour Relations Officer shall conduct regular checks with Site Personnel to verify the accuracy and reliability of the records and to identify irregularities, if any. As a general guideline and subject to the advice of the Engineer / Architect otherwise, the Labour Relations Officer shall, as far as practicable, conduct

⁵ One technology that has been introduced to the construction industry recently is called “finger vein authentication technology” which makes use of the unique pattern in one’s fingers to verify the identity of individuals.

daily survey on no less than 10% of the total work sites or two work sites (on a random basis) whichever is the smaller. If discrepancies are identified, the Labour Relations Officer shall notify the Site Agent, Contractor's Labour Officer and other relevant staff of the Contractor immediately for rectifying the records and taking necessary action to prevent recurrence.

4.2 Arrangement for Special Circumstances

Site Personnel temporarily away from the site

4.2.1 If there is a genuine need for a Site Personnel to be temporarily absent from the site such as for taking paid leave or handling duties such as carrying out inspections of off-site prefabrication or attending meetings in other places, non-electronic attendance records such as manual attendance log-sheets prepared and certified by the Contractor are acceptable. The Labour Relations Officer shall conduct regular spot checks with the concerned Site Personnel to verify the accuracy and reliability of these attendance records.

Capital works contracts with long-stretch works sites

4.2.2 If there is a genuine difficulty in operating a smart-card cum biometric authentication system⁶ in capital works contracts with long-stretch works sites, the Contractor may, subject to the agreement of the Engineer / Architect, use alternative attendance recording system such as log-books and identification cards for the relevant parts of the works sites.

4.2.3 The Labour Relations Officer shall conduct regular spot checks with the concerned Site Personnel to verify the accuracy and reliability of these attendance records. The guideline on survey frequency and follow up actions mentioned in paragraph 4.1.6 shall be followed for this case.

Incomplete attendance records

4.2.4 The Labour Relations Officer is reminded to handle incomplete attendance records of Site Personnel with care. For example, if a Site Personnel left a site without logging out at the attendance recording system (for site using smart-card cum biometric authentication system), the computer generated attendance record for this Site Personnel would only show the arrival time but not the departure time on that particular day. For this case, it is not

⁶ The Contractor should first explore the feasibility of using other more handy / portable biometric authentication systems such as the “finger vein authentication technology” mentioned in footnote 5, before seeking permission from the Engineer / Architect for the use of log-books.

uncommon that the Contractor would manually input the departure time of this Site Personnel later in the attendance recording system before submitting the attendance records to the site supervisory staff.

- 4.2.5 It must be emphasized that this situation (i.e. Site Personnel not logging in or logging out at the attendance recording system) is highly undesirable and every effort must be made to stop it from happening in the first place in order to protect the Site Personnel's rights in the event of wage dispute.
- 4.2.6 The Labour Relations Officer should ask the Contractor to submit the raw data captured by the attendance recording system when he submits the site attendance records. The Labour Relations Officer should identify any abnormal records (e.g. frequent missing data for any particular Site Personnel) and follow up with the Contractor accordingly. For those Site Personnel whose attendance records have been manually adjusted by the Contractor, the Labour Relations Officer should carry out spot checks with the concerned Site Personnel (i.e. those with incomplete attendance records) to verify the accuracy and reliability of the contractor's manually inputted time.

5. SUBMISSION STANDARD, REQUIREMENTS AND STANDARD FORMS

5.1 Key Information and Records to be Submitted by the Contractor

- 5.1.1 The Contractor shall liaise closely with all of their sub-contractors to ensure the timely submission of all relevant information and records to the Engineer / Architect.
- 5.1.2 Key information and records to be supplied to the Engineer / Architect include –
 - (a) Employment contracts (*ref: PS Clause X.2 in Annex A*)
 - (b) Attendance records (*ref: PS Clause X.7(1) in Annex A*)
 - (c) Wage payment records (*ref: PS Clause X.8 in Annex A*)
 - (d) MPF contributions records (*ref: PS Clause X.8 in Annex A*)
 - (e) Schedule of wages and MPF contributions (*ref: PS Clause X.7 in Annex A*)

5.2 Employment Contracts

- 5.2.1 Unless written employment contracts are already in place, the Contractor and his sub-contractors of all tiers shall enter into written employment contracts with all the Site Personnel under their respective employments. The Contractor shall not allow any Site Personnel without a properly executed written employment contract to work on the Site.
- 5.2.2 The terms of the employment contract shall not be less favourable to the terms provided in the specimen employment contract⁷ as enclosed (specimen employment contract for capital works contracts is at **Annex C**, and that for term maintenance contracts (with slightly different notes about personal data because no hand geometry data will be collected from the Site Personnel of term maintenance contracts) is at **Annex D**).
- 5.2.3 It should be noted that employment contracts contain personal data such as personal particulars and wage rates. The Contractor shall keep the employment contracts (or any copies of such) in a place in the site office such as room or cabinets with locking device or in other secure place as agreed by the Engineer / Architect. The respective keys shall only be held by

⁷ The terms in the specimen employment contract and the notes on personal data annexed to it are subject to review from time to time. Contractors should be advised to refer to the most updated version of the specimen employment contract and the accompanying notes (which will be posted onto DEVB's web site) and adopt as appropriate the most updated terms when entering into any new written employment contracts with Site Personnel.

designated members of the Contractor's management team.

5.2.4 The Contractor shall make available within a reasonable time the employment contracts (or their copies) for inspection by the Labour Relations Officer, if so requested by him / her.

5.3 Attendance Records

5.3.1 The Contractor shall compile daily records of all Site Personnel working on the Site based on the data collected by the smart-card system or log books kept by the Contractor.

5.3.2 The Contractor shall verify the data of all the Site Personnel employed by or engaged by him. The Contractor shall prepare separate daily records for each sub-contractor and distribute to these sub-contractors the records of the Site Personnel employed or engaged by them for verification.

5.3.3 A copy of the verified daily records shall be submitted to the Engineer / Architect (see standard form WPM-03 at **Annex E**). The Contractor shall also submit a copy of the raw data (i.e. records captured by the smart-cards system or log-books and before any manual adjustments are made by the Contractor) to the Engineer / Architect when submitting the verified daily records.

5.4 Wage Payment Records

5.4.1 For Site Personnel whose wages are paid through designated bank account, the Contractor shall submit certified true copies of the payment instruction records to the Engineer / Architect within 21 days from the end of the corresponding wages period. A sample of the payment instruction records is at **Annex F**.

5.4.2 For Site Personnel whose wages are paid by cheques (see paragraph 2.1.2), the Contractor shall submit copies of the following documents to the Engineer / Architect -

- the signed acknowledgement of receipt of wage payment from the subject Site Personnel;
- the cheque; and
- the certified true copy of the bank statement showing the cash withdrawal (a sample of bank statement is at **Annex G**).

5.4.3 When wages are paid by cheques, the employer of the Site Personnel shall also submit a declaration via the Contractor to the Engineer / Architect to the effect that such wages have been paid to the Site Personnel (see standard declaration form WPM-04 at **Annex E**).

5.5 MPF Contributions Records

5.5.1 For any MPF mandatory contributions⁸ to be reimbursable, the Contractor / his sub-contractor(s) must have discharged in full their statutory obligations to pay the contributions and complied with all other requirements of Mandatory Provident Fund Schemes Ordinance, Cap 485 (MPFSO) and its regulations.

5.5.2 (Not Used)

⁸ The “MPF mandatory contribution” referred to in Special Conditions of Contract Clause on Reimbursement of Contractor’s and Sub-contractors’ Contribution to the Mandatory Provident Fund for their Site Personnel is as that defined in section 2 of the Mandatory Provident Fund Schemes Ordinance, Cap 485 (MPFSO). The Contractor may only submit claim for reimbursement of an amount equal to the mandatory contributions to the MPF (“MPF mandatory contributions”) which have been paid by the Contractor / his sub-contractor(s) for the site personnel in accordance with the requirements under the MPFSO. Amount of voluntary contributions under the MPFSO are not reimbursable.

5.5.3 Either one of the following documents would be acceptable as instruction records and documentary evidence to prove that the Contractor or his sub-contractors have paid the MPF mandatory contributions to the Site Personnel –

- (a) MPF contribution instructions to the MPF trustees (samples are enclosed at **Annex H**)
- (b) **Cash bank-in** Bank-in Supplementary Notes No. 1 slips to MPF trustees (samples are enclosed at **Annex I**)
- (c) Acknowledgements of receipt of payment by MPF trustees (samples are enclosed at **Annex J**)
- (d) Summaries of online transactions for MPF contributions (samples are enclosed at **Annex K**)
- (e) Contribution summaries by MPF trustees (samples are enclosed at **Annex L**)

5.5.4 The Engineer / Surveyor shall only make on-account payment to the Contractor in respect of the contribution amounts shown in documents (a) to (d), because these contribution amounts could only be regarded as “provisional”⁹. The Contractor shall submit document (e) to the Engineer / Surveyor in a timely manner, who shall then certify the actual reimbursement accordingly. If the Contractor claims that the MPF trustees do not provide such contribution summaries, the Contractor shall be requested to provide other documentary proof showing that the actual amount shown in the other documentary evidence listed in (a) to (d) has actually been credited into the MPF account of the Site Personnel concerned. Supplementary Notes No. 1

5.5.5 For the purpose of certifying the instruction records, copies of the records certified by the Contractor as true copies would be acceptable. The originals should also be made available for inspection, if required.

5.6 Schedule of Wages and MPF Contributions

5.6.1 The Contractor is required to prepare a schedule of wages of all the Site Personnel employed or engaged by him and his sub-contractors, and the

⁹ The amount of contribution for each employee will be checked by the MPF trustee who could adjust the amount if any incorrect arithmetic calculation of contributions is identified. The trustee may return the surplus to the employer if overpayment has been made, or request the employer to pay the shortfall if underpayment is identified. Only the contribution summaries provided by MPF trustees, which are the actual sums collected and deposited in the MPF fund of the employee, could be regarded as the proof that the contribution in the correct amount is made.

corresponding MPF mandatory contributions based on the verified data from the smart-card system or log books kept by the Contractor. A copy of such schedule shall be submitted to the Engineer / Architect for each payment cycle.

5.6.2 A sample schedule is enclosed at **Annex E** (form WPM-05).

5.7 Monitoring of Payment of Wages and MPF Contributions by Labour Relations Officer

5.7.1 The general principle in monitoring payment of wages and MPF contributions is to ensure that a Site Personnel has not received anything less than what he / she is entitled according to the daily / monthly wage rate and the number of days that he / she has worked on the Site within the payment period. For example, if the employment contract of a Site Personnel states that his daily wage is \$500 and the overtime work is rated at \$100 per hour. He has worked on the Site for 10 days with 10 hours of overtime work in a particular month. Then a wage payment record showing that the worker has been paid more than \$6,000 (gross amount, before deducting his / her MPF contribution, etc.) in that month should be accepted as proof that the worker has been paid in that month.

5.7.2 The Labour Relations Officer can ask for more information to substantiate the wage or related payment of any particular Site Personnel (e.g. special allowances not stated in the employment contracts) if there are strong justifications to do so, such as upon receiving complaints from Site Personnel or identification of irregularities or suspected cases in the monitoring of payment wages.

5.7.3 The Labour Relations Officer should also check for irregularities or suspected cases where the daily wage rates shown on the employment contracts of the Site Personnel only constituted the “small” portion of the actual wages received by the Site Personnel while a “bigger” portion which is paid by cash sometimes in the form of bonus with or without a written record. As a matter of policy, we discourage such wage payment arrangement as Site Personnel’s statutory rights and/or compensation benefits might be jeopardised in case of wage disputes and/or work-related injuries as no written contract is available for part of the wage.

5.7.4 The Labour Relations Officer should take the following and other appropriate actions in the light of the cases of wages being paid in different portions as mentioned in paragraph 5.7.3:

- (a) include the issue in their briefings to Site Personnel; in particular, Site Personnel should be reminded that their wages should be duly reflected in the written employment contracts in order to protect their rights and interests;
- (b) check whether the daily wage rates of workers as stated in the written employment contracts are substantially lower than the average market rates. The average daily wages as regularly published by the Census and Statistics Department could serve as useful reference on the prevailing market rates for workers of different trades;
- (c) check whether the daily wage rates of workers as stated in the written employment contracts are within the range as reported in the “Monthly Return of Site Labour Deployment and Wage Rates for Construction Works” (GF 527) submitted by the Contractor or other wage-related returns;
- (d) report the cases to the Engineer / Architect immediately when irregularities or suspected cases of wages being paid in different portions are spotted. The Labour Relations Officer should also seek confirmation of the concerned Site Personnel that they fully understand the contents of their employment contracts. The Engineer / Architect should follow up irregularities or suspected cases with the Site Personnel / Contractor; and
- (e) submit reports to the Engineer / Architect with full details of each of the cases investigated and the follow-up actions taken.

6. REIMBURSEMENT OF MPF CONTRIBUTIONS : PRINCIPLE AND METHODOLOGY

6.1 MPF Contributions

- 6.1.1 The calculation of the MPF mandatory contributions should be based on the relevant income of the Site Personnel. The “relevant income” under the MPFSO means, in the case of a relevant employee, any wages, salary leave pay, fee, commission, bonus, gratuity, perquisite or allowance, expressed in monetary terms, paid or payable by an employer (directly or indirectly) to that relevant employee in consideration of his employment under that contract, but does not include severance payments or long service payments under the Employment Ordinance, Cap 57.
- 6.1.2 Examples of calculation of the MPF mandatory contributions by the Contractor / his sub-contractor(s) to the Site Personnel can be obtained from the website of the Mandatory Provident Fund Schemes Authority (<http://www.mpfa.org.hk>).

6.2 (Not Used)

6.3 Reimbursement of MPF Contributions

6.3.1 Under the Contract, the Contractor may submit claim for reimbursement of an amount equal to the mandatory contributions to the MPF which have been paid by the Contractor / his sub-contractor(s) for the Site Personnel in accordance with the requirements under the MPFSO.

6.3.2 Some Site Personnel may not work on the Site for the whole period of the payment cycle and the instruction records (see paragraph 5.5.3) are normally produced for the whole period of the payment cycle of Site Personnel. The following methodology for calculating the amount of MPF reimbursement to the Contractor / sub-contractor(s) shall be adopted –

(a) For daily rated Site Personnel and where the Employer's MPF contribution (monthly) is less than \$1,250¹⁰

- Full reimbursement if the Site Personnel has worked on the Site on every ~~working day~~full working day¹¹ Supplementary Notes No. 1 during the month.
- Otherwise, the amount of MPF reimbursement shall be calculated as “daily wage” × no. of days of working on the Site¹¹ × 5%¹². Any other allowances / payment (e.g. paid holidays / vacation leaves) will not normally be subject to reimbursement, unless the Contractor / sub-contractor(s) can submit documents to substantiate that they are salary / income earned due to the workers working on the Site.

¹⁰ This amount refers to the prevailing maximum mandatory contributions as calculated according to the prescribed percentage as specified in section 7C(3) of MPFSO times the maximum level of relevant income as stipulated under 1(a) of Schedule 3 of the MPFSO. As the Legislative Council has passed the amendment of the maximum level of relevant income for MPF mandatory contributions, effective 1 June 2012, the maximum contributions have been as from 1 June 2012 adjusted from \$1,000 to \$1,250 monthly accordingly.

¹¹ According to the attendance recording records of the concerned Site Personnel. The no. of days that the Site Personnel has worked on the Site shall be counted on multiples of 0.5 day. “One day” shall be referred to the full period of “Working Hours” per day as specified in the employment contract. If the attendance records show that the Site Personnel has worked for less than 0.5 day on a worked day, the MPF contributions in relation to the worked day shall not be entitled to reimbursement. If the attendance records show that the Site Personnel has worked for 0.5 day or more than 0.5 day but less than a day on a worked day, the MPF contributions reimbursement shall be calculated as if the Site Personnel has worked for 0.5 day. For example, the “Working Hours” as shown in a Site Personnel’s employment contract is from 9:00 am to 5:00 pm (8 hours) per working day. If the attendance records show that the Site Personnel has worked for 3 hours on a day (ie less than 4 hours), the worked day should not be counted for the reimbursement of MPF contributions. If the attendance records show that the Site Personnel has worked for 6 hours on a day (ie less than 8 hours but more than 4 hours), the MPF contributions reimbursement shall be calculated based on the Site Personnel has worked for 0.5 day. If the attendance records show that the Site Personnel has worked for more than 8 hours on a day, the MPF contributions reimbursement shall be calculated based on the Site Personnel has worked for one day. Supplementary Notes No. 1

¹² This percentage refers to the prevailing prescribed percentage as specified in section 7C(3) of MPFSO and shall be adjusted to the latest percentage as being in force under the MPFSO accordingly.

(b) For daily rated Site Personnel and where the Employer's MPF contribution (monthly) is equal to \$1,250¹⁰

- Full reimbursement of \$1,250¹⁰ if the Site Personnel has worked on the Site on every ~~working day~~^{full working day¹¹ Supplementary Notes No. 1 during the month.}
- Otherwise, the amount of MPF reimbursement shall be pro-rated based on the no. of days that the Site Personnel has worked on the Site in that month¹¹ (using working days as the base). Any other allowances / payment (e.g. paid holidays / vacation leaves) will not normally be counted, unless the Contractor / sub-contractor(s) can submit documents to substantiate that they are salary / income earned due to the Site Personnel working on the Site.

(c) For monthly rated Site Personnel and where the Employer's MPF contribution (monthly) is less than or equal to \$1,250¹⁰ -

- Full reimbursement if the Site Personnel has worked on the Site on every ~~working day~~^{full working day¹¹ Supplementary Notes No. 1 during the month.}
- Otherwise, the amount of MPF reimbursement shall be pro-rated based on the no. of days that the Site Personnel has worked on the Site in that month¹¹ (using calendar days as the base). Any other allowances / payment (e.g. paid holidays / vacation leaves) will not normally be counted, unless the Contractor / sub-contractor(s) can submit documents to substantiate that they are salary / income earned due to the Site Personnel working on the Site.

6.4 (Not Used)

6.5 Contractor's and Sub-contractors' Management Staff

6.5.1 In case exemption is granted to any Contractor's / sub-contractors' management staff from disclosing the employment contracts, wage payment records and MPF contributions records, the Contractor / sub-contractors can still claim reimbursement of the MPF mandatory contributions paid to these management staff. For claiming the reimbursement, the Contractor / sub-contractors may declare the amount of the mandatory contributions under the MPFSO paid to the relevant registered scheme for the Site Personnel concerned. The declaration will be treated as sufficient documentary proof for claiming the MPF mandatory contributions payable to the Site Personnel. A sample declaration is at **Annex E** (form WPM-06).

6.5.2 The methodology for calculating the amount of MPF reimbursement to the Contractor / sub-contractors for these exempted Site Personnel shall follow paragraph 6.3.2(e). [Supplementary Notes No. 1](#)

6.5.3 For reimbursement of MPF contributions for the exempted Site Personnel, the Engineer / Architect of the Contract shall conduct spot checks to verify that the amount of MPF contributions being claimed for reimbursement as shown in the signed declaration has been calculated according to the methodology as mentioned in paragraph 6.3.2, and the Site Personnel concerned has received the amount of MPF contributions being claimed for reimbursement. The Engineer / Architect of the Contract shall also check and verify that the declaration has been signed by a person authorized to sign contracts on behalf of the Contractor / sub-contractor. [Supplementary Notes No. 1](#)

**Special Conditions of Contract
and Particular Specifications**

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Special Conditions of Contract

SCC[xx] : Reimbursement of Contractor's Contribution to the Mandatory Provident Fund for his Site Personnel

[Note: For contracts which tenders are invited on or after 1 September 2012, please refer to the revised SCC[xx] at **Annex A5**.]

- (1) Subject to sub-clause (2) of this Clause, the Engineer/Architect shall ascertain and certify for payment in accordance with General Conditions of Contract Clause 79, the amount of the Contractor's mandatory contribution under the Mandatory Provident Fund Schemes Ordinance (Cap. 485), including contribution by sub-contractors of all tiers including specialist sub-contractors and Nominated Sub-contractors, to the employer's mandatory provident fund for the Site Personnel under this Contract, based on the designated bank's instruction records as specified in Particular Specification Section X.*
- (2) The Employer shall not be liable to reimburse the Contractor, or sub-contractors of all tiers including specialist sub-contractors and Nominated Sub-contractors, any amount of the contribution to the employer's mandatory provident fund for the Site Personnel under the Contract other than the amount certified by the Engineer/Architect* pursuant to sub-clause (1) of this Clause. For the avoidance of doubt, the Employer shall not be liable to pay the Contractor any of the part of Contractor's contribution, including contribution by sub-contractors of all tiers including specialist sub-contractors and Nominated Sub-contractors, to the employer's mandatory provident fund for any Site Personnel under the Contract which exceeds the Provisional Sum for mandatory provident fund contributions allowed for in the Contract.
- (3) Notwithstanding General Conditions of Contract Clause 68, the Contractor and his sub-contractors of all tiers including specialist sub-contractors and Nominated Sub-contractors are not entitled to any profit and administration cost including overheads cost, whether on or off the Site, for the reimbursement made under this Clause.

* Delete as appropriate.

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SCC[yy] : Definition and Interpretation

General Conditions of Contract Clause 1(1) is amended by adding the definition of :

“Site Personnel” - “Site Personnel” means all workers and staff employed by the Contractor or his sub-contractor of all tiers including specialist sub-contractors and Nominated Sub-contractors, except self-employed workers, engaged for the execution of the Works on the Site and includes those drivers and lorry drivers who are not self-employed persons engaged for the works.

“Labour Relations Officer” - “Labour Relations Officer” means any person, or persons appointed from time to time by the Engineer/Architect* and notified in writing to the Contractor to perform the duties specified in the Contract.”

SCC[zz] : Payment of Wages of Site Personnel

- (1) Subject to those Casual Workers referred to in Clause Z.1 (1) of Particular Specification "Section Z" on "Causal Workers", all Site Personnel shall be engaged in accordance with Clauses X.2 to X.5 of Particular Specification "Section X" on "Payment of Wages of Site Personnel". Such Site Personnel shall be engaged with a written employment contract with their respective employers who shall be either the Contractor or any of his sub-contractors, as submitted in the Sub-contractors' Management Plan required under SCC Clause [??] of these Special Conditions of Contract. The terms of the employment contract shall be not less favourable to the terms provided in the Specimen Employment Contract which may as necessary be revised by the Engineer/Architect* from time to time at Appendix [#] to these Special Conditions of Contract as far as the Site Personnel are concerned. Payment of wages shall be made at least once per month. Employment contracts which stipulate a payment cycle in less frequent than once per month will not be permitted under this Contract.
- (2) The Contractor shall ensure that all workers who are self-employed persons engaged to work on the Site shall each be covered by a personal accident insurance plan with a minimum coverage of HK\$1,000,000 by extending either the Contractor's employee compensation insurance policy or his third party liability and all risks insurance policy. Alternatively the Contractor shall arrange a separate personal accident insurance plan for all self-employed workers for a minimum cover of HK\$1,000,000 in the form specified in Appendix [##] to these Special Conditions of Contract and shall maintain such policy for the duration of the self-employed workers being engaged in the

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Contract. The Contractor shall produce evidence of such insurance before the self-employed workers are issued a smart-card as described in Particular Specification "Section X" on "Payment of Wages of Site Personnel". The Contractor shall inform the Engineer/Architect* immediately when the insurance policy of a self-employed worker has expired together with evidence showing its renewal as appropriate.

- (3) Lorry drivers engaged for the Works (excluding those lorry drivers engaged by suppliers to deliver material to the Site) may be either a Site Personnel or a self-employed person.
- (4) The Contractor shall provide and maintain an attendance recording system comprising smart-card cum biometric authentication to record and verify the information of all Site Personnel entering and leaving the Site in accordance with Particular Specification "Section X" on "Payment of Wages of Site Personnel".
- (5) Within 14 days of the commencement of the Contract, the Contractor shall make necessary arrangements with a bank to implement the arrangement on payment of wages to Site Personnel in accordance with Particular Specification "Section X" on "Payment of Wages of Site Personnel". The Contractor shall submit a written declaration that all Site Personnel's wages payable have been paid when the Contractor submits the instruction records as specified in Particular Specification Section X to the Engineer/Architect*. Site Personnel who are not able to open a personal bank account in Hong Kong shall be paid by personal cash cheques in accordance with Particular Specification "Section X".
- (6) Pursuant to General Conditions of Contract Clause 4(3), failure to comply with Section X of the Particular Specification by any of the sub-contractors may render the removal of the sub-contractor from the Site and/or the Works.
- (7) (a) Without prejudice to any of the provision under General Conditions of Contract Clause 40 and in the event of default being made in the payment of any wages of any Site Personnel employed by the Contractor or any of the sub-contractors in and for carrying out this Contract and if a claim therefore is filed in the office of the Labour Department and proof thereof (including, where the claim is disputed by the Contractor or by any of the responsible sub-contractors, as the case may be, or it is found necessary by the Commissioner for Labour, proof of final determination of the claim by an award or order of the Labour Tribunal or as the case may be the Minor Employment Claims Adjudication Board or a judgment of the District Court or, where the matter is subsequently further disputed by way of appeal, by a judgment of the Court of First Instance or the Court of Appeal) is furnished to the satisfaction of the Commissioner for

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Labour; provided that the subject incident of default in payment of wages is reported to the Labour Relations Officer within 7 working days (Sundays and public holidays excluded) of the final due date for payment as prescribed under section 23 of the Employment Ordinance (Cap 57), the Employer may, after the Contractor or the sub-contractor, as the case may be, who is in default of paying any wages to the Site Personnel, make payment of such wages or claim for wages on behalf of the Contractor or the subcontractor to the Site Personnel and any sums so paid shall be recoverable by the Employer as a debt from the Contractor.

- (b) For the avoidance of doubt, Site Personnel employed by the Contractor are not subject to the reporting requirement to the Labour Relations Officer under sub-clause 7(a) of this Clause.
- (c) For the further avoidance of doubt, where any self-employed worker is found by the Labour Tribunal or as the case may be the Minor Employment Claims Adjudication Board or a judgment of the District Court or, where the matter is subsequently further disputed by way of appeal, by a judgment of the Court of First Instance or the Court of Appeal to be an employee instead of a self-employed worker, sub-clause 7(a) of this clause shall apply to that self-employed worker provided that the subject incident of default in payment of wages is similarly reported to the Labour Relations Officer within 7 working days (Sundays and public holidays excluded) of the final date for payment under section 23 of the Employment Ordinance (Cap 57).

(8) For the purpose of this Clause, "sub-contractors" means sub-contractors, irrespective of tiers, including specialist sub-contractors and Nominated Sub-contractors.

* Delete as appropriate.

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SCC[X] : Contractor's Management Team

(1) Without prejudice to the generality of General Conditions of Contract Clause 17, the Contractor shall provide a team of suitably qualified and experienced staff to manage and supervise the Contract throughout the execution of the Works. All members of staff on the management/site supervision team (refer to as “the Team” in this Clause) must be under the direct employment of the Contractor. The Team shall comprise sufficient number of suitably qualified and experienced staff in the following disciplines^{*} :-

(State minimum qualification requirements in the Particular Specification for each discipline if considered necessary.)

- (a) Project Manager;
- (b) Site agent in accordance with General Conditions of Contract Clause 17;
- (c) Site Engineers;
- (d) Topographic Surveyors;
- (e) Quantity Surveyors;
- (f) Site Superintendent; and
- (g) Site Foremen.

(2) Members of staff on the Team are prohibited to be given a sub-contract to any part of the Works or to have a vested interest in any of the sub-contractors irrespective of tiers including Specialist Sub-contractors and Nominated Sub-contractors under this Contract.

(3) Within 14 days of the commencement of the Contract, the Contractor shall submit to the Engineer/Architect[◊] a list of staff with all necessary details which comprised the Team referred to in sub-clause (1) of this Clause.

(4) The Contractor shall either provide documentary proof on the employment status of the staff on the Team, such as employment contracts, tax returns, payment of salaries and the like upon request by the Engineer/Architect[◊] or provide a formal declaration to the effect that such a staff is indeed under the direct employment of the Contractor. The declaration shall be signed by a person authorized to sign tenders on behalf of the Contractor.

(5) With the exception of the Project Manager, all members of staff in the Team shall be full time[#] on Site during site working hours.

^{*} Add/delete disciplines as appropriate.

[◊] Delete as appropriate.

[#] Delete as appropriate.

[#] Consider whether some of the staff may only be needed part time, such as surveyors.

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(6) The Contractor shall inform the Engineer/Architect^{*} forthwith of any changes made to any of the staff on the Team.

^{*} Delete as appropriate.

For consultant-administered capital works contracts**SCC[Y] : Sub-contract conditions**

[Note: For contracts which tenders are invited on or after 1 September 2012, please refer to the revised SCC[Y] at **Annex A5**.]

- (1) Without prejudice to the generality of General Conditions of Contract Clause 4, the Contractor shall ensure that the following provisions of this Contract shall be similarly and appropriately included into each and every sub-contract of all tiers including Specialist Sub-contracts and Nominated Sub-contracts for the carrying out of the Works under this Contract and the Contractor shall be responsible for the observance of these provisions by all sub-contractors (irrespective of any tier), including specialist sub-contractors and Nominated Sub-contractors employed in the carrying out of the Works :-
 - (1) General Conditions of Contract Clause 40
 - (2)) - *List out all relevant SCCs, PS, etc.*
 - (3))
 - .
 - .
 - .
- (2) Upon request by the Engineer/Architect[#], the Contractor shall provide copies of the relevant sub-contracts with the sub-contract provisions referred to in sub-clause (1) of this Clause to the Engineer/Architect[#] for his record and to provide the original documents of the relevant sub-contracts for inspection by the Engineer/Architect[#].
- (3) The Contractor shall comply with and shall ensure that all sub-contractors (irrespective of any tier) shall comply with the provisions of this Clause; and shall, if necessary, within reasonable time enter into a supplemental agreement with his sub-contractor to ensure that the sub-contract complies with the requirements in sub-clause (1) of this Clause and to ensure that his sub-contractor will do the same in the lower tier sub-contracts.
- (4) If the Contractor or any of the sub-contractors (irrespective of any tier) fails to comply with the provisions of this Clause, the Engineer/Architect[#] shall, without prejudice to any other rights and remedies, have full power to order the removal of the sub-contractor from the Site and/or the Works.

[#] Delete as appropriate.

For consultant-administered capital works contracts**Particular Specification****SECTION X****PAYMENT OF WAGES OF THE SITE PERSONNEL****GENERAL**

General

X.1 (1) The Contractor shall ensure prompt payment of full wages to all the Site Personnel employed by him and shall use all reasonable endeavours to have his sub-contractors of all tiers to effect prompt payment of wages to all the Site Personnel employed by them for the execution of the Works in accordance with the Employment Ordinance.

(2) The Contractor shall include provisions in the contracts with his sub-contractors requiring the implementation of the system of payment of wages to the Site Personnel under the provisions of Section X of this Particular Specification.

(3) For the purposes of Section X of this Particular Specification, “bank” shall be an authorized institution within the meaning of Section 2 of the Banking Ordinance (Cap 155).

EMPLOYMENT OF THE SITE PERSONNEL

Written employment agreements

X.2 (1) Unless written employment contracts are already in place, the Contractor and his sub-contractors of all tiers shall [have] enter into written employment contracts with all the Site Personnel under their respective employments. The terms of the employment contract shall not be less favourable to the terms provided in the specimen employment contract (which may as necessary be revised by the Engineer from time to time) given in Appendix [#] to the Special Conditions of Contract. The Contractor shall not allow any Site Personnel without a properly executed written employment contract to work on the Site.

(2) A certified true copy of the written employment

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contract of each Site Personnel shall be made available to the Engineer or the Engineer's Representative for inspection if so requested by the Engineer or the Engineer's Representative.

- (3) Any Site Personnel without a proper written employment contract with either the Contractor or his sub-contractor shall not be permitted or caused to be permitted to enter to or remain in the Site.
- (4) The Contractor shall advise and ensure his sub-contractors of all tiers to advise all the Site Personnel under their respective employments that a copy of their respective written employment contracts would be made available to the *Engineer or the Engineer's Representative for inspection if so requested by the *Engineer or the *Engineer's Representative and that the personal data provided by means of the respective employment contracts will be used for the purposes and may be transferred to the transferees as listed out in the "Notes about Personal Data" to the specimen employment contract given in Appendix [#] to the Special Conditions of Contract.

***Personal
Accident
Insurance of
self-employed
workers***

X.3 (1) In accordance with SCC[zz], the Contractor shall ensure that self-employed workers working on the Site shall each be covered by a personal accident insurance at a minimum coverage of HK\$1,000,000. The Contractor shall not allow any self-employed worker without a valid personal accident insurance to work on the Site.

(2) The Contractor shall keep a certified true copy of the personal accident insurance of each self-employed worker on Site and shall be made available to the Engineer or the Engineer's Representative for inspection if so requested by the Engineer or the Engineer's Representative.

(3) Any self-employed workers without a proper personal accident insurance shall not be permitted or caused to be permitted to enter to or remain in the Site.

Lorry

X.4 (1) Lorry drivers shall be either a Site Personnel of the

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Drivers	<p>Contractor or his sub-contractors, or a self-employed person with a personal accident insurance cover of not less than HK\$1,000,000 for the execution of the Works.</p>	
Payment of wages by designated bank accounts or personal cheques	X.5	<p>(1) Subject to sub-clause (3) of this Clause, the Contractor shall within 14 days from the commencement of the Contract submit to the Engineer the name of the designated bank and all related arrangement details for payment of wages to all the Site Personnel.</p> <p>(2) The Contractor shall require all the Site Personnel to open a wage payment account in the designated bank or in any other bank of their choice.</p> <p>(3) Subject to evidence produced to the satisfaction of the Engineer, Site Personnel not able to open a personal bank account with any bank in Hong Kong shall have their wages paid by personal cash cheques with the subject Site Personnel specified as payee and the cheques shall be immediately due on presentation. Payment of mandatory provident fund (“MPF”) contributions for the subject Site Personnel shall be made by bank transfers in accordance with Particular Specification X.7 and X.8. Copies of the following documents shall be submitted to the Engineer for records:</p> <ul style="list-style-type: none"> (i) signed acknowledgement receipt of wage payment from the subject Site Personnel; (ii) the cheque; and (iii) the certified true copy of the bank statement showing the cash withdrawal. <p>The above copies of the documents shall be submitted as soon as they are available and in any event items (i) and (ii) shall be submitted no later than 7 days from the date when payment is due for the subject Site Personnel.</p>
Smart-card system	X.6	<p>(1) The Contractor shall provide and operate an attendance recording system comprising smart-card cum biometric authentication (hereinafter refer to as “the system”) to</p>

SMART-CARD RECORDS

Smart-card system	X.6	<p>(1) The Contractor shall provide and operate an attendance recording system comprising smart-card cum biometric authentication (hereinafter refer to as “the system”) to</p>
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record and verify the information of all the Site Personnel entering and leaving the Site. The system shall be in operation within 1 month from the commencement of the Contract. Prior to the operation of the system or in the case of breakdown of the system or subject to the approval of the Engineer, the Contractor shall use log books to record the time of entry and departure of all Site Personnel and self-employed workers in and out of the Site. Temporary cards for identification shall be used by all Site Personnel prior to the availability of the system and during the breakdown of the system. All temporary cards shall contain the information set out in sub-clause (4) of this Clause. Subject to Sub-clause (7) of this Clause, no person is allowed to work on the Site without a smart-card. All visitors shall be issued a visitor card for identification.

- (2) The Contractor shall engage a specialist provider to design, provide and train his personnel to operate the system. The Contractor shall within 7 days of commencement of the Contract, submit to the Engineer the details of the system and the name and details of the specialist provider for the Engineer's approval.
- (3) The system shall adopt a non-contact type card (the "smart-card") complying with ISO 14443 with sufficient memory to store data as required in this PS Clause. The chip inside the smart-card shall comply with ISO 14443A. The biometric authentication shall utilize field-proven hand geometry technology that maps and verifies the size and shape of a person's hand in less than one second or other biometric authentication technology with equivalent performance. The smart-card shall be compatible with the registration cards issued by the Registrar of Construction Workers appointed under the Construction Workers Registration Ordinance (Cap. 583) to registered construction workers. The system's card readers shall be compatible with the smart-card and shall be complete with a security access module (SAM) for cryptographic security slot. The SAM will be provided by the Construction Workers Registration Authority.

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- (4) The smart-card shall have the following information of the Site Personnel printed in durable print on its face:
 - (a) Name of worker in Chinese and English;
 - (b) Name of employer in Chinese and English;
 - (c) Trade;
 - (d) Photograph of worker;
 - (e) Contract No. and Contract Title;
 - (f) Expiry date; and
 - (g) Other information agreed by the Engineer.
- (5) The smart-card shall contain sufficient encrypted information for identification of the card holder and access to the master data bank of the system.
- (6) The Contractor is responsible for the issue of the smart-cards to each Site Personnel and self-employed worker and for registering their details to the system.
- (7) If a Site Personnel or a self-employed worker is issued a registration card by the Registrar of the Construction Workers pursuant to the Construction Workers Registration Ordinance (Cap. 583) the card so issued is permitted to be used in lieu of the smart-card required under this Section.
- (8) The Contractor shall install sufficient number of the system's card readers at convenient locations with shelters within the Site to facilitate day-to-day recording. The exact locations shall be submitted for agreement by the Engineer. The readers shall be connected to a secured computer so that the Site Personnel can record their signing in and out of the Site. Separate smart-card readers with clear labels indicating "IN" and "OUT" shall be provided for the purpose. Alternatively the system may assign the time of recording as "IN" and "OUT" automatically. The secured computer shall be loaded with appropriate software for recording the data retrieved from the system and the time of signing in and out of each worker. The Contractor shall provide X[#] number of portable pocket personal computer, which can be synchronized with the master system data bank and is

[#] Normally one for the ER and one for the LRO, a total of two.

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capable of recording, verifying and updating the information of the Site Personnel and self-employed workers for the use of the Engineer. The Contractor's portable pocket personal computer shall be approved by the Engineer and the equipment shall be securely kept by a designated staff. The Contractor shall provide a full time staff to man the operation of the system's readers at each of the locations.

- (9) The system's card readers, once commissioned, shall be in operation at all times and shall be replaced in the first instance in the event of breakdowns, repairs or regular maintenance. The Contractor may, subject to the approval of the Engineer, dismantle and remove all system card readers installed on Site two months following the issue of the last certificate of completion under GCC Clause 53. The system card readers once dismantled under this sub-clause shall be removed off Site and shall become the Contractor's property.

PAYMENT OF WAGES

***Schedule of
Wages and
MPF
Contributions***

- X.7 (1) The Contractor shall compile daily records of the Site Personnel working on the Site based on the data collected by the smart-card system or log books kept by the Contractor. The Contractor shall verify the data of all the Site Personnel employed or engaged by him. The Contractor shall prepare separate daily records for each sub-contractor and distribute to these sub-contractors the records of the Site Personnel employed or engaged by them for verification. A copy of all the verified data and daily records shall be submitted to the Engineer on a daily basis.
- (2) The Contractor shall prepare a schedule of wages of all the Site Personnel employed or engaged by him and the corresponding mandatory provident fund ("MPF") contributions based on the verified data from the smart-card system or log books kept by the Contractor. A copy of such schedule shall be submitted to the Engineer for each payment cycle.
- (3) The Contractor shall require his sub-contractors, of all tiers, to prepare the respective schedules of wages of the Site Personnel employed or engaged by them and

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***Payment of
Wages and
MPF
Contributions***

X.8 (1)

the corresponding MPF contributions based on the verified data from the smart-card system or log books kept by the Contractor. A copy of these schedules shall be made available to the Engineer for each payment cycle.

In accordance with the scheduled payment date stated in the employment contract, the Contractor shall ensure that sufficient funds have been reserved in the designated bank account for the payment of all wages and MPF contributions as given on the verified schedules for the subject payment cycle and shall promptly instruct the designated bank to effect the payment to the respective wage payment accounts and the respective MPF contribution accounts of all his Site Personnel. The Contractor shall forward a certified true copy of the instruction records to the Engineer.

(2) The Contractor shall ensure that his sub-contractors, of all tiers, have sufficient funds available in the respective designated bank accounts for the payment of the wages and MPF contributions to their respective Site Personnel as given on the verified schedule on the scheduled payment date stated in the employment contracts for the subject payment cycle and to ensure that his sub-contractors shall promptly instruct the designated bank to effect the payment to the wage payment accounts and the respective MPF contribution accounts of all their Site Personnel. The Contractor shall ensure that certified true copies of the instruction records are made available to the Engineer.

(3) A flow chart illustrating the payment arrangements is in Appendix [#] to this Particular Specification.

MONITORING OF PAYMENT OF WAGES

***Contractor's
Labour Officer***

Y.1 (1)

Within 7 days of the commencement of the Contract, the Contractor shall nominate a staff responsible full time on-site for monitoring the payment of wages and MPF contributions to all the Site Personnel for the approval of the Engineer. The nominated staff when approved shall provide all necessary assistance to the Labour Relations Officer in the monitoring process and in the handling of complaints on arrears of wages and

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MPF contributions raised by any Site Personnel. The staff nominated by the Contractor shall be referred to as the Contractor's Labour Officer.

(2) The Contractor's Labour Officer shall be a suitably qualified person with the following minimum qualifications: -

- (a) attaining five subjects at grade 'E' or above in the Hong Kong Certificate of Education Examination (HKCEE) (including Chinese, English (Syllabus B) and Mathematics) or equivalent; and
- (b) full-time working experience on personnel management or human resources related duties and good job records; and
- (c) good command of both oral and written English and Chinese; and
- (d) good computer knowledge preferably with past experience on the operation of a computerized smart-card system; and
- (e) preferably have completed a post secondary certificate programme on human resources or personnel management.

(3) The Engineer shall have the power to withdraw his approval of the Contractor's Labour Officer at any time. If such approval shall be withdrawn the Contractor shall, after receiving notice in writing of such withdrawal, remove the Contractor's Labour Officer from the Site forthwith and shall replace him by another Contractor's Labour Officer approved by the Engineer.

***Labour
Relations
Officer***

Y.2 (1) The Contractor shall afford all necessary assistance to the Labour Relations Officer (LRO) in connection with the discharge of his duties which shall include but not necessarily limited to the following:

- (i) to act as a one-point contact for the Site Personnel on Site on any enquiries in relation to employment matters;
- (ii) to conduct briefing sessions to inform and to educate the Site Personnel the benefits of the

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wage payment control measures being implemented under the Contract, in particular, the workers' obligations to report wage arrears;

- (iii) to conduct regular site visits to promote the monitoring system and to establish contacts with Site Personnel to obtain feedback;
- (iv) to monitor payment of wages and MPF contributions to assess whether they are made timely by the Contractors and all sub-contractors;
- (v) to oversee the setting up and maintenance of a record system on employment contracts, workers attendance, re-deployment, and wage payments;
- (vi) to undertake regular physical checks to verify the accuracy and reliability of the records and to identify irregularities, if any, for early intervention;
- (vii) to establish a simple and user-friendly complaint system, including the operation of a telephone hotline to receive enquiries from Site Personnel on employment matters and to receive reports on wage defaults;
- (viii) to alert the Engineer's Representative of anomalies and to refer the same to the Contractor for investigation and appropriate follow-up actions; and
- (ix) to report to the Engineer's Representative and the Labour Department complaints on wage arrears as soon as they are received and to provide necessary assistance to Labour Department to facilitate investigation and/or dispute resolution where appropriate.
- (x) to carry out random attendance checks, and to record and report the findings to the Engineer's Representative.

(2) The LRO shall have the authority to check and verify the proper operation of the smart-card system; the records of the system and the records of instruction of payment of the wages and MPF contributions. The Contractor shall provide copies of daily records and instruction records to and assist the LRO in the preparation of the monthly report on payment of the wages and MPF contributions and the smart-card

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records to the Engineer based on the daily records and instruction records submitted by the Contractor.

- (3) The Contractor shall display necessary information on the contact details of the LRO by erecting notices on the Site at prominent locations.
- (4) The Contractor shall establish and maintain a separate telephone line in the Engineer's site office to be used as a hotline for Site Personnel to report matters of wage disputes to the LRO.

Providing Access and Assistance to Visitors

Y.3

- (1) Notwithstanding any other provisions under the Contract, from time to time representatives from established local labour unions and contractors associations may visit the Site to make propaganda for the wage payment arrangement and monitoring process for wage payment under this Contract to the Site Personnel. These representatives may interview the Contractor's Labour Officer and the LRO to ascertain whether there are any difficulties with the monitoring process and offer their assistance where necessary.
- (2) Upon notification from the Engineer, the Contractor shall provide access and all necessary assistance to these representatives visiting the Site for the said purposes.
- (3) The Contractor shall ensure that his Contractor's all risk and third party liability insurance policies are extended to cover these visitors.

CASUAL WORKERS

Casual workers Z.1

- (1) "Casual Workers" are those Site Personnel who are expected to work on Site no more than an aggregated total of 7 working days throughout the duration of the Contract period. The provisions under PS X.2, PS X.5, PS X.7 and PS X.8 shall not apply to Casual Workers. Casual Workers are required to be issued a

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temporary smart-card and follow the attendance recording system in accordance with PS X.6. Casual Workers will be subject to the full provisions of Section X of this Particular Specification if they are required to work on site in excess of an aggregated total of 7 working days throughout the duration of the Contract period (“7-day restriction”).

- (2) Wages for the Casual Workers are to be paid daily by personal cash cheques with the subject Casual Worker specified as payee and the cheques shall be immediately due on presentation. The subject Casual Worker shall be required to sign a receipt of acknowledgement of each payment.
- (3) Copies of the following documents shall be submitted to the Engineer for records:
 - (i) signed acknowledgement receipt of wage payment from the subject Casual Worker;
 - (ii) the cheque; and
 - (iii) the certified true copy of the bank statement showing the cash withdrawal.

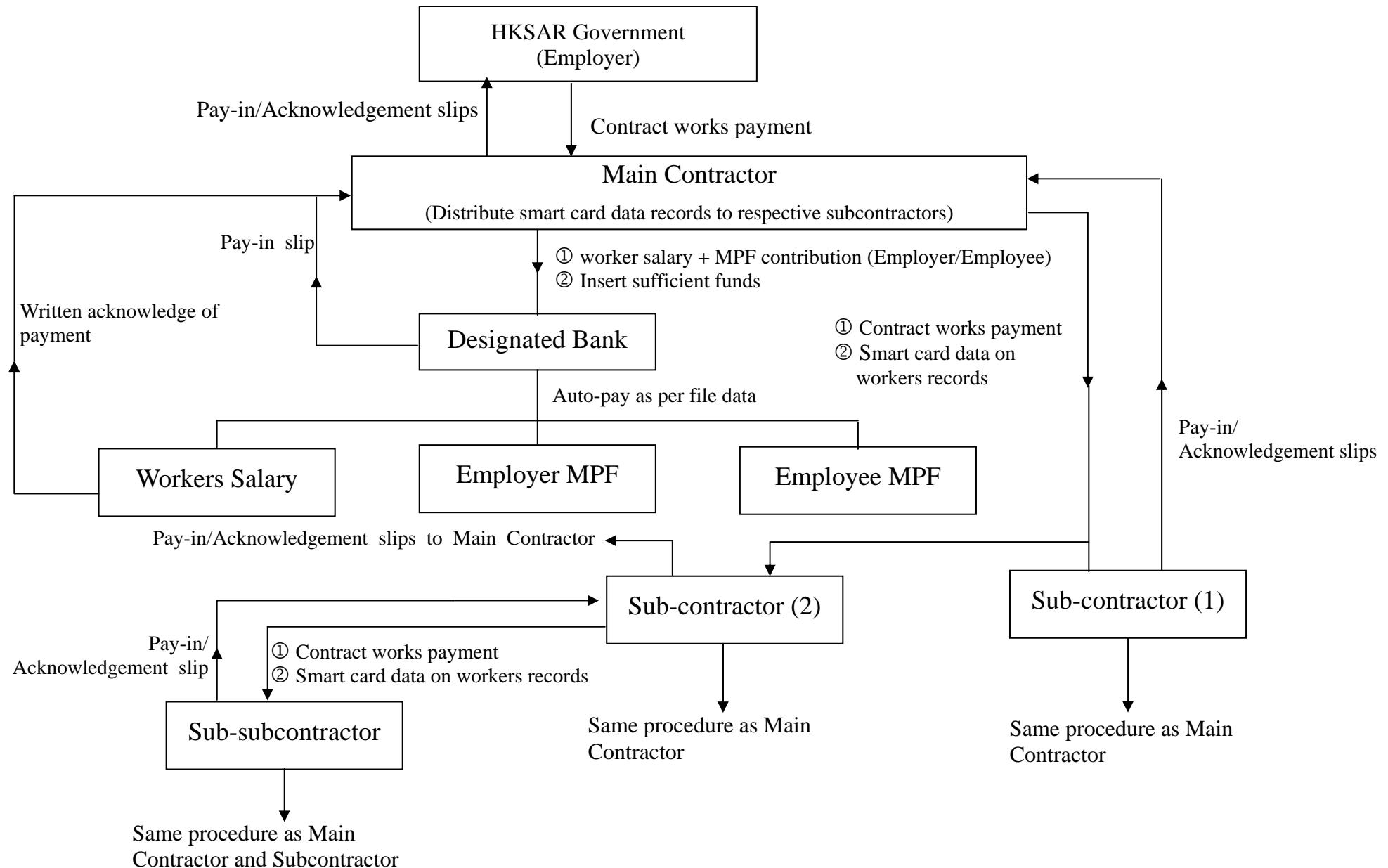
Copies of (i) and (ii) above shall be submitted the day immediately following the subject payday referred to in sub-clause (2) of this Clause. Copies of (iii) above shall be submitted as soon as they are available.

- (4) The 7-day restriction under sub-clause (1) of this Clause may be relaxed subject to prior approval in writing from the Engineer if the Engineer is satisfied that there are reasonable grounds for not complying with the full requirements under Section X of this Particular Specification for the subject Casual Worker.

* ‘Engineer’ shall be replaced by ‘Architect’ as appropriate

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Workers Payment Arrangements



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Blank

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Special Conditions of Contract

SCC[vv] : Reimbursement of Contractor's actual payment and payment of Contractor's associated expenses in providing Labour Relations Officers

- 1) The Contractor shall comply with the requirements and procedures set out in Particular Specification Section Y for the employment and administration of Labour Relations Officers (LRO).
- (2) The Engineer/Architect* shall ascertain and certify for payment in accordance with General Conditions of Contract Clause 79, the amount of actual payment made by the Contractor and of the Contractor's associated expenses in providing LRO referred to in sub-clause (6) of SCC[zz]. For the avoidance of doubt, the actual payment includes the salary, overtime allowance, end-of-contract gratuity, medical and dental care expenses for LRO and the advertisement costs incurred in the recruitment of LRO. For the further avoidance of doubt, any reimbursement of Contractor's contributions to the mandatory provident fund for LRO shall be made in accordance with SCC[xx]. Other costs or expenses, including but not limiting to those incurred for recruitment, employment, arranging for temporary or permanent replacement, training and employees' compensation insurance shall be covered by the Contractor's associated expenses which are determined in accordance with sub-clause (4).
- (3) The Contractor shall be reimbursed with the actual payment made to LRO as certified by the Engineer/Architect* in accordance with General Conditions of Contract Clause 79. The rules on "accountability" set under this sub-clause (3) must be satisfied before any salary and other direct payments related to LRO made by the Contractor is reimbursable:-
 - (i) the amount in respect of salary, end-of-contract gratuity and overtime payment shall have been paid by the Contractor to the LRO and as evidenced by receipts from the LRO;
 - (ii) actual expenses incurred, if any, for advertising the recruitment of LRO in any local press shall be evidenced by relevant receipts; and
 - (iii) LRO, or the Contractor shall be additionally accountable for the amount invoiced in respect of reimbursement of medical and dental care, i.e. only if it is actually spent by the LRO or settled by the Contractor, as the case may be, on the respective purposes, within the approved employment terms, and as evidenced by receipts from the respective service providers who provide service to the LRO.
- (4) For the purposes of this Clause, the "Contractor's associated expenses" refers

* Delete as appropriate.

* Delete as appropriate.

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to a percentage fee of the amount of actual payment made to LRO as certified by the Engineer/Architect* in accordance with General Conditions of Contract Clause 79 in providing LRO. The rate of the percentage fee is as inserted by the Contractor in item [x] of Bill No. [x] – Preliminaries of the Bills of Quantities and is to be used for arriving at the Provisional Sum for Contractor's associated expenses in providing Labour Relations Officers.

* Delete as appropriate.

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SCC[xx] : Reimbursement of Contractor's Contribution to the Mandatory Provident Fund for his Site Personnel

[Note: For contracts which tenders are invited on or after 1 September 2012, please refer to the revised SCC[xx] at **Annex A5**.]

- (1) Subject to sub-clause (2) of this Clause, the Engineer/Architect* shall ascertain and certify for payment in accordance with General Conditions of Contract Clause 79, the amount of the Contractor's mandatory contribution under the Mandatory Provident Fund Schemes Ordinance (Cap. 485), including contribution by sub-contractors of all tiers including specialist sub-contractors and Nominated Sub-contractors, to the employer's mandatory provident fund for the Site Personnel under this Contract, based on the designated bank's instruction records as specified in Particular Specification Section X.
- (2) The Employer shall not be liable to reimburse the Contractor, or sub-contractors of all tiers including specialist sub-contractors and Nominated Sub-contractors, any amount of the contribution to the employer's mandatory provident fund for the Site Personnel under the Contract other than the amount certified by the Engineer/Architect* pursuant to sub-clause (1) of this Clause. For the avoidance of doubt, the Employer shall not be liable to pay the Contractor any of the part of Contractor's contribution, including contribution by sub-contractors of all tiers including specialist sub-contractors and Nominated Sub-contractors, to the employer's mandatory provident fund for any Site Personnel under the Contract which exceeds the Provisional Sum for mandatory provident fund contributions allowed for in the Contract.
- (3) Notwithstanding General Conditions of Contract Clause 68, the Contractor and his sub-contractors of all tiers including specialist sub-contractors and Nominated Sub-contractors are not entitled to any profit and administration cost including overheads cost, whether on or off the Site, for the reimbursement made under this Clause.

* Delete as appropriate.

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SCC[yy] : Definition and Interpretation

General Conditions of Contract Clause 1(1) is amended by adding the definition of :

“Site Personnel” - “Site Personnel” means all workers and staff employed by the Contractor or his sub-contractor of all tiers including specialist sub-contractors and Nominated Sub-contractors, except self-employed workers, engaged for the execution of the Works on the Site and includes those drivers and lorry drivers who are not self-employed persons engaged for the Works.

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SCC[zz] : Payment of Wages of Site Personnel

- (1) Subject to those Casual Workers referred to in Clause Z.1 (1) of Particular Specification "Section Z" on "Causal Workers", all Site Personnel shall be engaged in accordance with Clauses X.2 to X.5 of Particular Specification "Section X" on "Payment of Wages of Site Personnel". Such Site Personnel shall be engaged with a written employment contract with their respective employers who shall be either the Contractor or any of his sub-contractors, as submitted in the Sub-contractors' Management Plan required under SCC Clause [??] of these Special Conditions of Contract. The terms of the employment contract shall be not less favorable to the terms provided in the Specimen Employment Contract which may as necessary be revised by the Engineer/Architect* from time to time at Appendix [#] to these Special Conditions of Contract as far as the Site Personnel are concerned. Payment of wages shall be made at least once per month. Employment contracts which stipulate a payment cycle in less frequent than once per month will not be permitted under this Contract.
- (2) The Contractor shall ensure that all workers who are self-employed persons engaged to work on the Site shall each be covered by a personal accident insurance plan with a minimum coverage of HK\$1,000,000 by extending either the Contractor's employees compensation insurance policy or his third party liability and all risks insurance policy. Alternatively the Contractor shall arrange a separate personal accident insurance plan for all self-employed workers for a minimum cover of HK\$1,000,000 in the form specified in Appendix [##] to these Special Conditions of Contract and shall maintain such policy for the duration of the self-employed workers being engaged in the Contract. The Contractor shall produce evidence of such insurance before the self-employed workers are issued a smart card as described in Particular Specification "Section X" on "Payment of Wages of Site Personnel". The Contractor shall inform the Engineer/Architect* immediately when the insurance policy of a self-employed worker has expired together with evidence showing its renewal as appropriate.
- (3) Lorry drivers engaged for the Works (excluding those lorry drivers engaged by suppliers to deliver material to the Site) may be either a Site Personnel or a self-employed person.
- (4) The Contractor shall provide and maintain an attendance recording system comprising smart-card cum biometric authentication to record and verify the information of all Site Personnel entering and leaving the Site in accordance with Particular Specification "Section X" on "Payment of Wages of Site Personnel".
- (5) Within 14 days of the commencement of the Contract, the Contractor shall

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make necessary arrangements with a bank to implement the arrangement on payment of wages to Site Personnel in accordance with Particular Specification “Section X” on “Payment of Wages of Site Personnel”. The Contractor shall submit a written declaration that all Site Personnel’s wages payable have been paid when the Contractor submits the instruction records as specified in Particular Specification Section X to the Engineer/Architect*. Site Personnel who are not able to open a personal bank account in Hong Kong shall be paid by personal cash cheques in accordance with Particular Specification “Section X”.

- (6) The Contractor shall provide suitably qualified staff to act as Labour Relations Officers referred to in Section [Y] of the Particular Specification to monitor payment of wages.
- (7) Pursuant to General Conditions of Contract Clause 4(3), failure to comply with Section X of the Particular Specification by any of the sub-contractors may render the removal of the sub-contractor from the Site and/or the Works.
- (8)(a) Without prejudice to any of the provision under General Conditions of Contract Clause 40 and in the event of default being made in the payment of any wages of any Site Personnel employed by the Contractor or any of the sub-contractors in and for carrying out this Contract and if a claim therefore is filed in the office of the Labour Department and proof thereof (including, where the claim is disputed by the Contractor or by any of the responsible sub-contractors, as the case may be, or it is found necessary by the Commissioner for Labour, proof of final determination of the claim by an award or order of the Labour Tribunal or as the case may be the Minor Employment Claims Adjudication Board or a judgment of the District Court or, where the matter is subsequently further disputed by way of appeal, by a judgment of the Court of First Instance or the Court of Appeal) is furnished to the satisfaction of the Commissioner for Labour; provided that the subject incident of default in payment of wages is reported to the Labour Relations Officer within 7 working days (Sundays and public holidays excluded) of the final due date for payment as prescribed under section 23 of the Employment Ordinance (Cap 57), the Employer may, after the Contractor or the sub-contractor, as the case may be, who is in default of paying any wages to the Site Personnel, make payment of such wages or claim for wages on behalf of the Contractor or the subcontractor to the Site Personnel and any sums so paid shall be recoverable by the Employer as a debt from the Contractor.
- (b) For the avoidance of doubt, Site Personnel employed by the Contractor are not subject to the reporting requirement to the Labour Relations Officer under sub-clause 8(a) of this Clause.

* Delete as appropriate.

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- (c) For the further avoidance of doubt, where any self-employed worker is found by the Labour Tribunal or as the case may be the Minor Employment Claims Adjudication Board or a judgment of the District Court or, where the matter is subsequently further disputed by way of appeal, by a judgment of the Court of First Instance or the Court of Appeal to be an employee instead of a self-employed worker, sub-clause 8(a) of this clause shall apply to that self-employed worker provided that the subject incident of default in payment of wages is similarly reported to the Labour Relations Officer within 7 working days (Sundays and public holidays excluded) of the final date for payment under section 23 of the Employment Ordinance (Cap 57).
- (9) For the purpose of this Clause, "sub-contractors" means sub-contractors, irrespective of tiers, including specialist sub-contractors and Nominated Sub-contractors.

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SCC[X] : Contractor's Management Team

(1) Without prejudice to the generality of General Conditions of Contract Clause 17, the Contractor shall provide a team of suitably qualified and experienced staff to manage and supervise the Contract throughout the execution of the Works. All members of staff on the management/site supervision team (refer to as “the Team” in this Clause) must be under the direct employment of the Contractor. The Team shall comprise sufficient number of suitably qualified and experienced staff in the following disciplines^{*} :-

(State minimum qualification requirements in the Particular Specification for each discipline if considered necessary.)

- (a) Project Manager;
- (b) Site agent in accordance with General Conditions of Contract Clause 17;
- (c) Site Engineers;
- (d) Topographic Surveyors;
- (e) Quantity Surveyors;
- (f) Site Superintendent; and
- (g) Site Foremen.

(2) Members of staff on the Team are prohibited to be given a sub-contract to any part of the Works or to have a vested interest in any of the sub-contractors irrespective of tiers including Specialist Sub-contractors and Nominated Sub-contractors under this Contract.

(3) Within 14 days of the commencement of the Contract, the Contractor shall submit to the Engineer/Architect[♦] a list of staff with all necessary details which comprised the Team referred to in sub-clause (1) of this Clause.

(4) The Contractor shall either provide documentary proof on the employment status of the staff on the Team, such as employment contracts, tax returns, payment of salaries and the like upon request by the Engineer/Architect[♦] or provide a formal declaration to the effect that such a staff is indeed under the direct employment of the Contractor. The declaration shall be signed by a person authorized to sign tenders on behalf of the Contractor.

(5) With the exception of the Project Manager, all members of staff in the Team shall be full time[#] on Site during site working hours.

^{*} Add/delete disciplines as appropriate.

[♦] Delete as appropriate.

[♦] Delete as appropriate.

[#] Consider whether some of the staff may only be needed part time, such as surveyors.

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(6) The Contractor shall inform the Engineer/Architect^{*} forthwith of any changes made to any of the staff on the Team.

^{*} Delete as appropriate.

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SCC[Y] : Sub-contract conditions

[Note: For contracts which tenders are invited on or after 1 September 2012, please refer to the revised SCC[Y] at **Annex A5**.]

- (1) Without prejudice to the generality of General Conditions of Contract Clause 4, the Contractor shall ensure that the following provisions of this Contract shall be similarly and appropriately included into each and every sub-contract of all tiers including Specialist Sub-contracts and Nominated Sub-contracts for the carrying out of the Works under this Contract and the Contractor shall be responsible for the observance of these provisions by all sub-contractors (irrespective of any tier), including specialist sub-contractors and Nominated Sub-contractors employed in the carrying out of the Works :-
 - (1) General Conditions of Contract Clause 40
 - (2)) - *List out all relevant SCCs, PS, etc.*
 - (3))
 - .
 - .
 - .
 - .
- (2) Upon request by the Engineer/Architect[#], the Contractor shall provide copies of the relevant sub-contracts with the sub-contract provisions referred to in sub-clauses (1) and (2) of this Clause to the Engineer/Architect[#] for his record and provide the original documents of the relevant sub-contracts for inspection by the Engineer/Architect[#].
- (3) The Contractor shall comply with and shall ensure that all sub-contractors (irrespective of any tier) shall comply with the provisions of this Clause; and shall, if necessary, within reasonable time enter into a supplemental agreement with his sub-contractor to ensure that the sub-contract complies with the requirements in sub-clauses (1) and (2) of this Clause and to ensure that his sub-contractor will do the same in the lower tier sub-contracts.
- (4) If the Contractor or any of the sub-contractors (irrespective of any tier) fails to comply with the provisions of this Clause, the Engineer/Architect[#] shall, without prejudice to any other rights and remedies, have full power to order the removal of the sub-contractor from the Site and/or the Works.

[#] Delete as appropriate.

Particular Specification**SECTION X****PAYMENT OF WAGES OF THE SITE PERSONNEL****GENERAL**

General

X.1 (1) The Contractor shall ensure prompt payment of full wages to all the Site Personnel employed by him and shall use all reasonable endeavours to have his sub-contractors of all tiers to effect prompt payment of wages to all the Site Personnel employed by them for the execution of the Works in accordance with the Employment Ordinance.

(2) The Contractor shall include provisions in the contracts with his sub-contractors requiring the implementation of the system of payment of wages to the Site Personnel under the provisions of Section X of this Particular Specification.

(3) For the purposes of Section X of this Particular Specification, “bank” shall be an authorized institution within the meaning of Section 2 of the Banking Ordinance (Cap 155).

EMPLOYMENT OF THE SITE PERSONNEL

Written employment agreements

X.2 (1) Unless written employment contracts are already in place, the Contractor and his sub-contractors of all tiers shall [have] enter into written employment contracts with all the Site Personnel under their respective employments. The terms of the employment contract shall not be less favourable to the terms provided in the specimen employment contract (which may as necessary be revised by the Engineer from time to time) given in Appendix [#] to the Special Conditions of Contract. The Contractor shall not allow any Site Personnel without a properly executed written employment contract to work on the Site.

(2) A certified true copy of the written employment

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contract of each Site Personnel shall be made available to the Engineer or the Engineer's Representative for inspection if so requested by the Engineer or the Engineer's Representative.

- (3) Any Site Personnel without a proper written employment contract with either the Contractor or his sub-contractor shall not be permitted or caused to be permitted to enter to or remain in the Site.
- (4) The Contractor shall advise and ensure his sub-contractors of all tiers to advise all the Site Personnel under their respective employments that a copy of their respective written employment contracts would be made available to the *Engineer or the Engineer's Representative for inspection if so requested by the *Engineer or the *Engineer's Representative and that the personal data provided by means of the respective employment contracts will be used for the purposes and may be transferred to the transferees as listed out in the "Notes about Personal Data" to the specimen employment contract given in Appendix [#] to the Special Conditions of Contract.

***Personal
Accident
Insurance of
self-employed
workers***

X.3 (1) In accordance with SCC[zz], the Contractor shall ensure that self-employed workers working on the Site shall each be covered by a personal accident insurance at a minimum coverage of HK\$1,000,000. The Contractor shall not allow any self-employed worker without a valid personal accident insurance to work on the Site.

(2) The Contractor shall keep a certified true copy of the personal accident insurance of each self-employed worker on Site and shall be made available to the Engineer or the Engineer's Representative for inspection if so requested by the Engineer or the Engineer's Representative.

(3) Any self-employed workers without a proper personal accident insurance shall not be permitted or caused to be permitted to enter to or remain in the Site.

***Lorry
Drivers***

X.4 (1) Lorry drivers shall be either a Site Personnel of the Contractor or his sub-contractors, or a self-employed

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person with a personal accident insurance cover of not less than HK\$1,000,000 for the execution of the Works.

Payment of wages by designated bank accounts or personal cheques X.5 (1) Subject to sub-clause (3) of this Clause, the Contractor shall within 14 days from the commencement of the Contract submit to the Engineer the name of the designated bank and all related arrangement details for payment of wages to all the Site Personnel.

(2) The Contractor shall require all the Site Personnel to open a wage payment account in the designated bank or in any other bank of their choice.

(3) Subject to evidence produced to the satisfaction of the Engineer, Site Personnel not able to open a personal bank account with any bank in Hong Kong shall have their wages paid by personal cash cheques with the subject Site Personnel specified as payee and the cheques shall be immediately due on presentation. Payment of mandatory provident fund (“MPF”) contributions for the subject Site Personnel shall be made by bank transfers in accordance with Particular Specification X.7 and X.8. Copies of the following documents shall be submitted to the Engineer for records:

- (i) signed acknowledgement of receipt of wage payment from the subject Site Personnel;
- (ii) the cheque; and
- (iii) the certified true copy of the bank statement showing the cash withdrawal.

The above copies of the documents shall be submitted as soon as they are available and in any event items (i) and (ii) shall be submitted no later than 7 days from the date when payment is due for the subject Site Personnel.

SMART-CARD RECORDS

Smart-card system X.6 (1) The Contractor shall provide and operate an attendance recording system comprising smart-card cum biometric authentication (hereinafter refer to as “the system”) to record and verify the information of all the Site

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Personnel entering and leaving the Site. The system shall be in operation within 1 month from the commencement of the Contract. Prior to the operation of the system or in the case of breakdown of the system or subject to the approval of the Engineer, the Contractor shall use log books to record the time of entry and departure of all Site Personnel and self-employed workers in and out of the Site. Temporary cards for identification shall be used by all Site Personnel prior to the availability of the system and during the breakdown of the system. All temporary cards shall contain the information set out in sub-clause (4) of this Clause. Subject to Sub-clause (7) of this Clause, no person is allowed to work on the Site without a smart-card. All visitors shall be issued a visitor card for identification.

- (2) The Contractor shall engage a specialist provider to design, provide and train his personnel to operate the system. The Contractor shall within 7 days of commencement of the Contract, submit to the Engineer the details of the system and the name and details of the specialist provider for the Engineer's approval.
- (3) The system shall adopt a non-contact type card (the "smart-card") complying with ISO 14443 with sufficient memory to store data as required in this PS Clause. The chip inside the smart-card shall comply with ISO 14443A. The biometric authentication shall utilize field-proven hand geometry technology that maps and verifies the size and shape of a person's hand in less than one second or other biometric authentication technology with equivalent performance. The smart-card shall be compatible with the registration cards issued by the Registrar of Construction Workers appointed under the Construction Workers Registration Ordinance (Cap. 583) to registered construction workers. The system's card readers shall be compatible with the smart-card and shall be complete with a security access module (SAM) for cryptographic security slot. The SAM will be provided by the Construction Workers Registration Authority.
- (4) The smart-card shall have the following information of

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the Site Personnel printed in durable print on its face:

- (a) Name of worker in Chinese and English;
- (b) Name of employer in Chinese and English;
- (c) Trade;
- (d) Photograph of worker;
- (e) Contract No. and Contract Title;
- (f) Expiry date; and
- (g) Other information agreed by the Engineer.

- (5) The smart-card shall contain sufficient encrypted information for identification of the card holder and access to the master data bank of the system.
- (6) The Contractor is responsible for the issue of the smart-cards to each Site Personnel and self employed worker and for registering their details to the system.
- (7) If a Site Personnel or a self employed worker is issued a registration card by the Registrar of the Construction Workers pursuant to the Construction Workers Registration Ordinance (Cap. 583) the card so issued is permitted to be used in lieu of the smart-card required under this Section.
- (8) The Contractor shall install sufficient number of the system's card readers at convenient locations with shelters within the Site to facilitate day-to-day recording. The exact locations shall be submitted for agreement by the Engineer. The readers shall be connected to a secured computer so that the Site Personnel can record their signing in and out of the Site. Separate smart card readers with clear labels indicating "IN" and "OUT" shall be provided for the purpose. Alternatively the system may assign the time of recording as "IN" and "OUT" automatically. The secured computer shall be loaded with appropriate software for recording the data retrieved from the system and the time of signing in and out of each worker. The Contractor shall provide X[#] number of portable pocket personal computer, which can be synchronized with the master system data bank and is

[#] Normally one for the ER and one for the LRO, a total of two.

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capable of recording, verifying and updating the information of the Site Personnel and self employed workers for the use of the Engineer. The Contractor's portable pocket personal computer shall be approved by the Engineer and the equipment shall be securely kept by a designated staff. The Contractor shall provide a full time staff to man the operation of the system's readers at each of the locations.

- (9) The system's card readers, once commissioned, shall be in operation at all times and shall be replaced in the first instance in the event of breakdowns, repairs or regular maintenance. The Contractor may, subject to the approval of the Engineer, dismantle and remove all system card readers installed on Site two months following the issue of the last certificate of completion under GCC Clause 53. The system card readers once dismantled under this sub-clause shall be removed off Site and shall become the Contractor's property.

PAYMENT OF WAGES***Schedule of Wages and MPF Contributions***

- X.7 (1) The Contractor shall compile daily records of the Site Personnel working on the Site based on the data collected by the smart-card system or log books kept by the Contractor. The Contractor shall verify the data of all the Site Personnel employed or engaged by him. The Contractor shall prepare separate daily records for each sub-contractor and distribute to these sub-contractors the records of the Site Personnel employed or engaged by them for verification. A copy of all the verified data and daily records shall be submitted to the Engineer on a daily basis.
- (2) The Contractor shall prepare a schedule of wages of all the Site Personnel employed or engaged by him and the corresponding mandatory provident fund ("MPF") contributions based on the verified data from the smart-card system or log books kept by the Contractor. A copy of such schedule shall be submitted to the Engineer for each payment cycle.
- (3) The Contractor shall require his sub-contractors, of all tiers, to prepare the respective schedules of wages of

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the Site Personnel employed or engaged by them and the corresponding MPF contributions based on the verified data from the smart-card system or log books kept by the Contractor. A copy of these schedules shall be made available to the Engineer for each payment cycle.

***Payment of
Wages and
MPF
Contributions***

X.8 (1) In accordance with the scheduled payment date stated in the employment contract, the Contractor shall ensure that sufficient funds have been reserved in the designated bank account for the payment of all wages and MPF contributions as given on the verified schedules for the subject payment cycle and shall promptly instruct the designated bank to effect the payment to the respective wage payment accounts and the respective MPF contribution accounts of all his Site Personnel. The Contractor shall forward a certified true copy of the instruction records to the Engineer.

(2) The Contractor shall ensure that his sub-contractors, of all tiers, have sufficient funds available in the respective designated bank accounts for the payment of the wages and MPF contributions to their respective Site Personnel as given on the verified schedule on the scheduled payment date stated in the employment contracts for the subject payment cycle and to ensure that his sub-contractors shall promptly instruct the designated bank to effect the payment to the wage payment accounts and the respective MPF contribution accounts of all their Site Personnel. The Contractor shall ensure that certified true copies of the instruction records are made available to the Engineer.

(3) A flow chart illustrating the payment arrangements is in Appendix [#] to this Particular Specification.

MONITORING OF PAYMENT OF WAGES

***Contractor's
Labour Officer***

Y.1 (1) Within 7 days of the commencement of the Contract, the Contractor shall nominate a staff responsible for full time on-site monitoring the payment of wages and MPF contributions to all the Site Personnel for the approval of the Engineer. The nominated staff when approved shall provide all necessary assistance to the

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Labour Relations Officer in the monitoring process and in the handling of complaints on arrears of wages and MPF contributions raised by any Site Personnel. The staff nominated by the Contractor shall be referred to as the Contractor's Labour Officer.

(2) The Contractor's Labour Officer shall be a suitably qualified person with the following minimum qualifications: -

- (a) attaining five subjects at grade 'E' or above in the Hong Kong Certificate of Education Examination (HKCEE) (including Chinese, English (Syllabus B) and Mathematics) or equivalent; and
- (b) full-time working experience on personnel management or human resources related duties and good job records; and
- (c) good command of both oral and written English and Chinese; and
- (d) good computer knowledge preferably with past experience on the operation of a computerized smart-card system; and
- (e) preferably have completed a post secondary certificate programme on human resources or personnel management.

(3) The Engineer shall have the power to withdraw his approval of the Contractor's Labour Officer at any time. If such approval shall be withdrawn the Contractor shall, after receiving notice in writing of such withdrawal, remove the Contractor's Labour Officer from the Site forthwith and shall replace him by another Contractor's Labour Officer approved by the Engineer.

***Labour
Relations
Officer***

Y.2 (1) The Contractor shall provide a suitably qualified staff, or a number of such staff pursuant to sub-clause (6) of this Clause, approved by the Engineer to be responsible for the monitoring of the payment of wages and MPF contributions of all the Site Personnel and handling of complaints on wages arrears raised by the Site

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Personnel. This staff will be referred to as the “Labour Relations Officer” (LRO). The Contractor shall strictly follow the requirements and procedures set out in Appendix [##] to this Particular Specification for the employment of the LRO. The LRO shall work independent of the Contractor or subcontractors. The LRO shall be accommodated in the Engineer Representative’s office on the Site and shall work under the direct instructions and supervision of the Engineer or his representative. The LRO shall report directly to the Engineer’s Representative. The Contractor shall not terminate the service of the approved LRO without the agreement from the Engineer. The LRO shall be required to have the minimum qualifications stated in Clause Y.1(2) of this Particular Specification.

- (2) Within 14 days of commencement of the Contract, or, as the case may be, within 14 days after being notified by the Engineer of his disapproval of employment of any person as LRO under Clause Y.2(3) below, the Contractor shall submit for approval of the Engineer the name and particulars of the person they intend to employ as the LRO together with the proposed terms of employment. The Contractor shall furnish further information within 7 days pertinent to the employment of such person if required by the Engineer.
- (3) The Engineer 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 Contractor as the LRO if, in the opinion of the Engineer, the person
 - (i) does not meet the minimum qualifications and/or experience requirements stipulated in this Contract; or
 - (ii) misconducts himself/herself or is incompetent or negligent in the performance of his/her duties; or
 - (iii) whose employment is otherwise considered by the Engineer to be undesirable.

The Engineer shall state the reasons for the disapproval

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but the Contractor shall not disclose these to any person unless with the prior written approval of the Engineer.

- (4) In the event of the Engineer exercising disapproval under Clause Y.2(3), the person, if not already employed, shall not be employed, and that person, if already employed, shall have his/her employment as LRO curtailed by the Contractor.
- (5) The responsibilities of the Contractor in connection with the LRO shall not be affected irrespective of whether or not the Engineer disapproves employment of any person as LRO under Clause Y.2(3). However the Employer will bear the cost incurred by the Contractor as a result of the disapproval, if the Engineer exercising disapproval under Clause Y.2(3) does not result from the default of the Contractor in fulfilling its duties under this Contract.
- (6) The Contractor shall afford all necessary assistance to the LRO in connection with the discharge of his duties which shall include but not necessarily limited to the following:
 - (i) to act as a one-point contact for the Site Personnel on Site on any enquiries in relation to employment matters;
 - (ii) to conduct briefing sessions to inform and to educate the Site Personnel the benefits of the wage payment control measures being implemented under the Contract, in particular the workers' obligations to report wage arrears;
 - (iii) to conduct regular site visits to promote the monitoring system and to establish contacts with Site Personnel to obtain feedback;
 - (iv) to monitor payment of wages and MPF contributions to assess whether they are made timely by the Contractors and all subcontractors.
 - (v) to oversee the setting up and maintenance of a record system on employment contracts, workers attendance, re-deployment, and wage payments.
 - (vi) to undertake regular physical checks to verify the

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accuracy and reliability of the records and to identify irregularities, if any, for early intervention.

(vii) to establish a simple and user-friendly complaint system, including the operation of a telephone hotline to receive enquiries from Site Personnel on employment matters and to receive reports on wage defaults.

(viii) to alert the Engineer's Representative of anomalies and to refer the same to the Contractor for investigation and appropriate follow-up actions.

(ix) to refer report to the Engineer's^{*} Representative and the Labour Department complaints on wage arrears as soon as they are received and to provide necessary assistance to Labour Department to facilitate investigation and/or dispute resolution where appropriate.

(x) to carry out random attendance checks, and to record and report the findings to the Engineer's Representative.

(7) The LRO shall have the authority to check and verify the proper operation of the smart-card system, the records of the system and the records of instructions of payment of the wages and MPF contributions. The Contractor shall provide copies of daily records and instruction records to and assist the LRO in the preparation of the monthly report on payment of the wages and MPF contributions and the smart-card records to the Engineer based on the daily records and instruction records submitted by the Contractor.

(8) The Contractor shall display necessary information on the contact details of the LRO by erecting notices on the Site at prominent locations.

(9) The Contractor shall establish and maintain a separate telephone line in the Engineer's site office to be used as a hotline for Site Personnel to report matters of wage disputes to the LRO.

(10) The Contractor may be required to provide more than

For in-house capital works contracts***Providing Access and Assistance to Visitors***

one LRO upon written instruction from the Engineer.

(11) The Engineer shall have the authority to order the removal and replacement of the LRO.

Y.3 (1) Notwithstanding any other provisions under the Contract, from time to time representatives from established local labour unions and contractors associations may visit the Site to make propaganda for the wage payment arrangement and monitoring process for wage payment under this Contract to the Site Personnel. These representatives may interview the Contractor's Labour Officer and the LRO to ascertain whether there are any difficulties with the monitoring process and offer their assistance where necessary.

(2) Upon notification from the Engineer, the Contractor shall provide access and all necessary assistance to these representatives visiting the Site for the said purposes.

(3) The Contractor shall ensure that his Contractor's all risk and third party liability insurance policies are extended to cover these visitors.

CASUAL WORKERS***Casual workers***

Z.1 (1) "Casual Workers" are those Site Personnel who are expected to work on Site no more than an aggregated total of 7 working days throughout the duration of the Contract period. The provisions under PS X.2, PS X.5, PS X.7 and PS X.8 shall not apply to Casual Workers. Casual Workers are required to be issued a temporary smart-card and follow the attendance recording system in accordance with PS X.6. Casual Workers will be subject to the full provisions of Section X of this Particular Specification if they are required to work on site in excess of an aggregated total of 7 working days throughout the duration of the Contract period ("7-day restriction").

(2) Wages for the Casual Workers are to be paid daily by personal cash cheques with the subject Casual Worker specified as payee and the cheques shall be

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immediately due on presentation. The subject Casual Worker shall be required to sign a receipt of acknowledgement of each payment.

(3) Copies of the following documents shall be submitted to the Engineer for records:

- (i) signed acknowledgement of receipt of wage payment from the subject Casual Worker;
- (ii) the cheque; and
- (iii) the certified true copy of the bank statement showing the cash withdrawal.

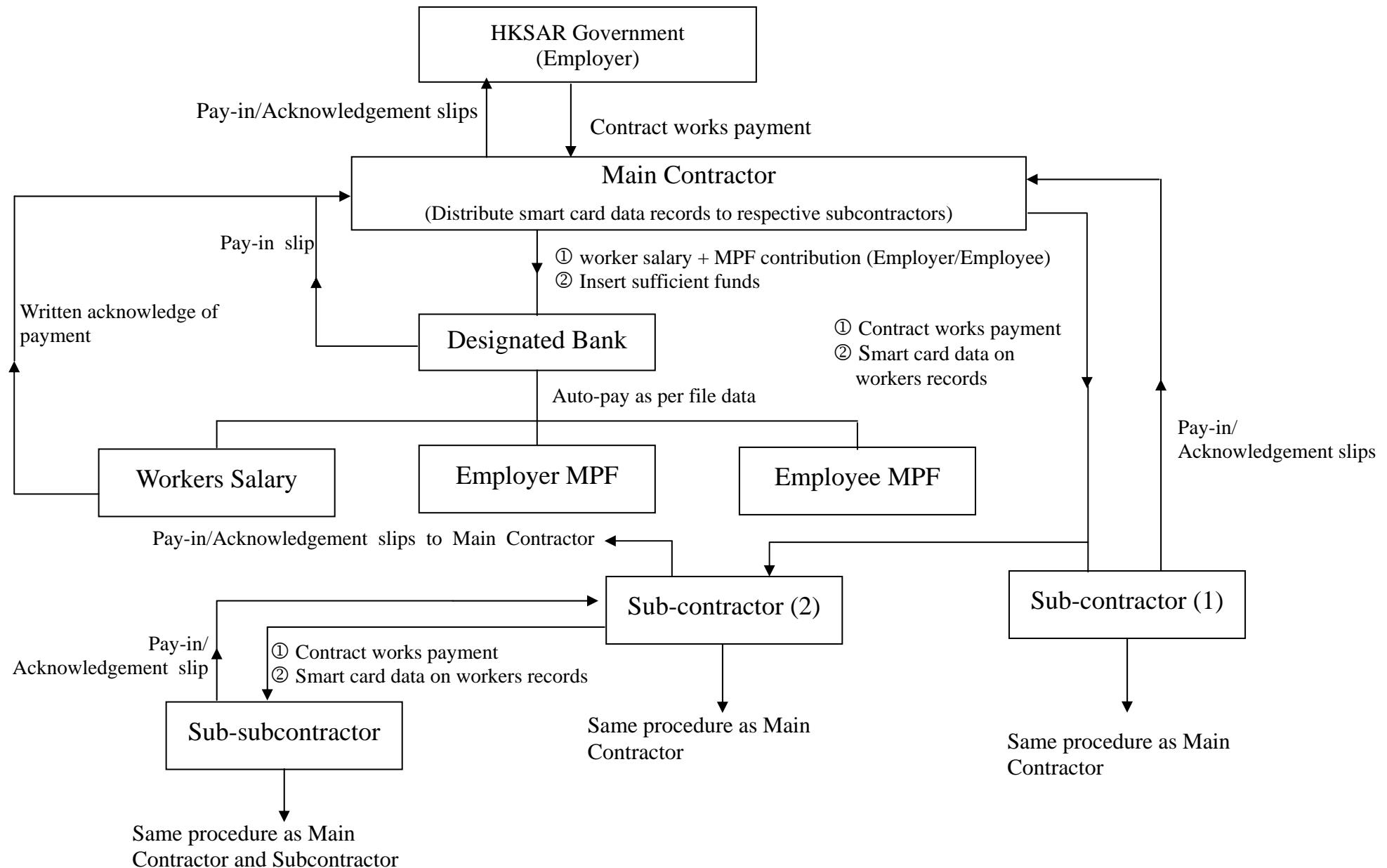
Copies of (i) and (ii) above shall be submitted the day immediately following the subject payday referred to in sub-clause (2) of this Clause. Copies of (iii) above shall be submitted as soon as they are available.

(4) The 7-day restriction under sub-clause (1) of this Clause may be relaxed subject to prior approval in writing from the Engineer if the Engineer is satisfied that there are reasonable grounds for not complying with the full requirements under Section X of this Particular Specification for the subject Casual Worker.

* “Engineer” shall be replaced by ‘Architect’ as appropriate.

For in-house capital works contracts
Workers Payment Arrangements

Appendix [#] to
 Particular Specification



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Appendix [##] to
Particular Specification

Appendix [] on the employment of Labour Relations Officer

1. The Contractor shall make their own arrangement to employ person to fill the post on the Labour Relations Officer (LRO) who meets the minimum qualification and experience requirements and are competent to carry out the respective duties stipulated in the Contract. The Contractor shall when entering into employment contract with the LRO incorporate in such employment contract the requirements on ethical commitments in SCC[?]# and on confidentiality of information in SCC[??]#; and provisions set out in paragraphs 4, 5 and 6 of this Appendix. It is the Contractor's responsibility to verify the qualifications of individual candidates to ascertain if they meet, or their qualifications are equivalent to, the required qualifications for the appointment. Any cost incurred in the process of such verification should be borne by the Contractor.
2. The Contractor shall at no additional cost to the Employer make proper arrangements when LRO is on leave, including sick leave or vacation leave, or for any reasons absent from duties, to ensure that his/her duty is in no way affected by such leave. Notwithstanding the foregoing, if the LRO is on maternity leave or prolonged sick leave, with agreement between the Engineer and the Contractor, a temporary staff with equivalent qualifications and experience could be employed to take up the duties of the LRO for the period concerned. The Contractor shall be reimbursed the cost for employing such temporary staff in the same manner as for the LRO.
3. The employment terms of LRO shall not exceed those stipulated in the ANNEX. The Contractor shall seek the Engineer's approval on the salary, end-of-contract gratuity, annual rate of vacation leave, working period, overtime allowance, medical and dental care allowance and all other fringe benefits before entering or renewing or extending employment contract with the LRO. Any such approval by the Engineer shall take precedence over any other figure, rate or adjustment method specified in the relevant clauses of the Contract for employing the LRO..
4. The LRO shall not be entitled to end-of-contract gratuity if he fails to complete the contract.
5. The Engineer shall have the authority to adjust the salary, end-of-contract gratuity, annual rate of vacation leave, working period, overtime allowance, medical and dental care allowance and all other fringe benefits of the LRO by making reference to the prevailing Government practices in respect of employment of staff.

SCCs required under ETWB TCW NO. 3/2004 "Ethical Commitment by Consultants and Contractors"

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Appendix [##] to
Particular Specification

6. The salary of the LRO shall be adjusted in line with adjustment in the Government pay scales, which can be upwards or downwards. In case the adjustment is announced in the middle of a financial year, and the adjustment is applied with retrospective effect from the beginning of the financial year, the same shall be applied to determine the reimbursement for the salary of LRO. The Contractor is advised to include in the LRO's employment contracts express provisions for such adjustments. If there is downward adjustment in the Government pay scales applied with retrospective effect thus resulting in excess reimbursement to the Contractor, then the excess shall be recovered as a debt from the Contractor through deduction from subsequent reimbursement, or where it is not sufficient for the purpose of such deduction, from monies due to the Contractor under this Contract or any other contracts between the Employer and the Contractor.
7. "LRO new recruits" are those who are not serving LROs. The starting salary of LRO new recruits shall normally be the minimum salary point of the pay scale as shown in the ANNEX. Subject to agreement of the Employer, incremental credit for experience (ICE) may be granted for LRO new recruits. "Serving LROs" means those who are being employed by contractors in serving as LROs under public works contracts which are managed by works departments, or those who change employment with a break in service not exceeding a consecutive period of 12 months immediately before the follow-on employment as LROs by the contractors. For the avoidance of doubt, a LRO employed by contractors under public works contracts not being paid under this direct reimbursement system is not classified as a serving LRO.
8. Entry pay of a serving LRO shall be the salary point of the last month of his most recent employment as LRO by contractors under public works contracts being managed by works departments.

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Appendix [##] to
Particular Specification

ANNEX

**Employment Terms of Labour Relations Officer
(Direct employed by Contractor)**

	Aspects	Terms
1.	Basic Salary	<p>(i) Pay scale: MPS 3 (minimum) – MPS 15 (maximum) Subject to agreement of the Employer, incremental credit for relevant experience may be granted.</p> <p>(ii) One incremental point for one complete year of services</p>
2.	Working Periods	<p>(i) Working days in a week – 5 1/2 days</p> <p>(ii) Hours of duty in a week – 44 hours gross (i.e. including lunch break)</p> <p>(iii) Normal hours of attendance:- Mon-Fri: 9:00-17:00 Saturday: 9:00-13:00</p> <p>(iv) Leave on General Holiday</p>
3.	End-of-contract gratuity and Mandatory Provident Fund (“MPF”)	<p>(i) End-of-contract gratuity – 5% of basic salary</p> <p>(ii) Employer’s contribution to MPF – 5% of LRO’s relevant income as defined under Cap 485 or at \$1,000 per month, whichever is the lesser</p>
4.	Hourly rate of overtime allowance	<p>(i) Basic salary for the month divided by 140 for the first 150 hours of overtime for a calendar month (however, the hourly rate in respect of first four hours overtime in any week for which an allowance may be claimed is 1/210 of the basic salary of the month); and</p> <p>(ii) Basic salary for the month divided by 210 for his/her overtime exceeding 150 hours for the calendar month.</p>
5	Reimbursement of Medical and Dental Care (including dependent family members i.e. spouse and children)	Not exceeding \$15,000 per calendar year.
6.	Vacation Leave	<p>(i) MPS 3 - 13: Not exceeding 14 days per year</p> <p>(ii) MPS 14 - 15: Not exceeding 18 days per year</p>

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Appendix [##] to
Particular Specification

	Aspects	Terms
7.	Requirement of Sick Leave Certificate(s)	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.

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SCC[xx] : Reimbursement of Contractor's Contribution to the Mandatory Provident Fund for his Site Personnel

[Note: For contracts which tenders are invited on or after 1 September 2012, please refer to the revised SCC[xx] at **Annex A5**.]

- (1) Subject to sub-clause (2) of this Clause, the Engineer/Maintenance Surveyor* shall ascertain and certify for payment in accordance with General Conditions of Contract Clauses 78 & 79 [79A/79B* & 80A/80B*]*, the amount of the Contractor's mandatory contribution under the Mandatory Provident Fund Schemes Ordinance (Cap. 485), including contribution by sub-contractors of all tiers including specialist sub-contractors and Designated/Nominated Sub-contractors, to the employer's mandatory provident fund for the Site Personnel under this Contract, based on the instruction records as specified in Particular Specification Section X.
- (2) The Employer shall not be liable to reimburse the Contractor, or sub-contractors of all tiers including specialist sub-contractors and Designated/Nominated Sub-contractors, any amount of the contribution to the employer's mandatory provident fund for the Site Personnel under the Contract other than the amount certified by the Engineer/Maintenance Surveyor* pursuant to sub-clause (1) of this Clause. For the avoidance of doubt, the Employer shall not be liable to pay the Contractor any of the part of Contractor's contribution, including contribution by sub-contractors of all tiers including specialist sub-contractors and Designated/Nominated Sub-contractors, to the employer's mandatory provident fund for any Site Personnel under the Contract which exceeds the mandatory provident fund contributions allowed for in the Contract.
- (3) Notwithstanding General Conditions of Contract Clause 68, the Contractor and his sub-contractors of all tiers including specialist sub-contractors and Designated/Nominated Sub-contractors are not entitled to any profit and administration cost including overheads cost, whether on or off the Site, for the reimbursement made under this Clause.

* Delete as appropriate.

For consultant-administered term contracts

SCC[yy]

General Conditions of Contract Clause 1(1) is amended by adding the definition of :

“Site Personnel” - “Site Personnel” means all workers and staff employed by the Contractor or his sub-contractor of all tiers including specialist sub-contractors and Designated/Nominated* Sub-contractors, except self-employed workers, engaged for the execution of the Works on the Site and includes those drivers and lorry drivers who are not self-employed persons engaged for the Works.

“Labour Relations Officer” - “Labour Relations Officer” means any person, or persons appointed from time to time by the Engineer/Maintenance Surveyor* and notified in writing to the Contractor to perform the duties specified in the Contract.”

* Delete as appropriate.

For consultant-administered term contracts**SCC[zz] : Payment of Wages of Site Personnel**

(1) Subject to those Casual Workers referred to in Clause Z.1 (1) of Particular Specification "Section Z" on "Causal Workers", all Site Personnel shall be engaged in accordance with Clauses X.2 to X.5 of Particular Specification "Section X" on "Payment of Wages of Site Personnel". Such Site Personnel shall be engaged with a written employment contract with their respective employers who shall be either the Contractor or any of his sub-contractors, as submitted in the Sub-contractors' Management Plan required under SCC Clause [??] of these Special Conditions of Contract. The terms of the employment contract shall be not less favorable to the terms provided in the Specimen Employment Contract which may as necessary be revised by the Engineer/Maintenance Surveyor* from time to time at Appendix [#] to these Special Conditions of Contract as far as the Site Personnel are concerned. Payment of wages shall be made at least once per month. Employment contracts which stipulate a payment cycle in less frequent than once per month will not be permitted under this Contract.

(2) The Contractor shall ensure that all workers who are self-employed persons engaged to work on the Site shall each be covered by a personal accident insurance plan with a minimum coverage of HK \$ 1,000,000 by extending either the Contractor's employee compensation insurance policy or his third party liability and all risks insurance policy. Alternatively the Contractor shall arrange a separate personal accident insurance plan for all self-employed workers for a minimum cover of HK\$1,000,000 per person in the form specified in Appendix [##] to these Special Conditions of Contract and shall maintain such policy for the duration of the self-employed workers being engaged in the Contract. The Contractor shall produce evidence of such insurance before the self-employed workers are issued an identification card as described in Particular Specification "Section X" on "Payment of Wages of Site Personnel". The Contractor shall inform the *Engineer/Maintenance Surveyor immediately when the insurance policy of a self-employed worker has expired together with evidence showing its renewal as appropriate.

(3) Lorry drivers engaged for any Works (excluding those lorry drivers engaged by suppliers to deliver material to the Site) may be either a Site Personnel or a self-employed person.

(4) The Contractor shall provide and maintain an attendance recording system comprising log-books and identification cards to record the times and verify the identity of all Site Personnel and self-employed workers entering and leaving the Site in accordance with Particular Specification "Section X" on "Payment of Wages of Site Personnel". The Contractor

For consultant-administered term contracts

shall within 7 days of the Employer's letter of acceptance of the Tender submit details of the attendance recording system to the *Engineer/Maintenance Surveyor for approval.

- (5) Within 14 days of the commencement of the Contract Period, the Contractor shall make necessary arrangements with a bank to implement the arrangement on payment of wages to Site Personnel in accordance with Particular Specification "Section X" on "Payment of Wages of Site Personnel". The Contractor shall submit a written declaration that all Site Personnel's wages payable have been paid when the Contractor submits the instruction records as specified in Particular Specification Section X to the *Engineer/Maintenance Surveyor. Site Personnel who are not able to open a personal bank account in Hong Kong shall be paid by personal cash cheques in accordance with Particular Specification "Section X".
- (6) Pursuant to General Conditions of Contract Clause 4(3), failure to comply with Section X of the Particular Specification by any of the sub-contractors may render the removal of the sub-contractor from the Site and/or the Works.
- (7) (a) Without prejudice to any of the provision under General Conditions of Contract Clause 42 and in the event of default being made in the payment of any wages of any Site Personnel employed by the Contractor or any of the sub-contractors in and for carrying out this Contract and if a claim therefore is filed in the office of the Labour Department and proof thereof (including, where the claim is disputed by the Contractor or by any of the responsible sub-contractors, as the case may be, or it is found necessary by the Commissioner for Labour, proof of final determination of the claim by an award or order of the Labour Tribunal or as the case may be the Minor Employment Claims Adjudication Board or a judgment of the District Court or, where the matter is subsequently further disputed by way of appeal, by a judgment of the Court of First Instance or the Court of Appeal) is furnished to the satisfaction of the Commissioner for Labour; provided that the subject incident of default in payment of wages is reported to the Labour Relations Officer within 7 working days (General Holidays excluded) of the final due date for payment as prescribed under section 23 of the Employment Ordinance (Cap 57), the Employer may, after the Contractor or the sub-contractor, as the case may be, who is in default of paying any wages to the Site Personnel, make payment of such wages or claim for wages on behalf of the Contractor or the subcontractor to the Site Personnel and any sums so paid shall be recoverable by the Employer as a debt from the Contractor.

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- (b) For the avoidance of doubt, Site Personnel employed by the Contractor are not subject to the reporting requirement to the Labour Relations Officer under sub-clause (7)(a) of this Clause.
- (c) For the further avoidance of doubt, where any self-employed worker is found by the Labour Tribunal or as the case may be the Minor Employment Claims Adjudication Board or a judgment of the District Court or, where the matter is subsequently further disputed by way of appeal, by a judgment of the Court of First Instance or the Court of Appeal to be an employee instead of a self-employed worker, sub-clause (7)(a) of this clause shall apply to that self-employed worker provided that the subject incident of default in payment of wages is similarly reported to the Labour Relations Officer within 7 working days (General Holidays excluded) of the final date for payment under section 23 of the Employment Ordinance (Cap 57).

(8) For the purpose of this Clause, "sub-contractors" means sub-contractors, irrespective of tiers, including specialist sub-contractors and Designated/Nominated* Sub-contractors.

* Delete as appropriate

For consultant-administered term contracts

SCC[X] : Contractor's Management Team

(1) Without prejudice to the generality of General Conditions of Contract Clause 18, the Contractor shall provide a team of suitably qualified and experienced staff to manage and supervise the Contract throughout the execution of the Works. All members of staff on the management/site supervision team (refer to as “the Team” in this Clause) must be under the direct employment of the Contractor. The Team shall comprise sufficient number of suitably qualified and experienced staff in the following disciplines^{*} :-

(State minimum qualification requirements in the Particular Specification for each discipline if considered necessary.)

- (a) Project Manager;
- (b) Site agent in accordance with General Conditions of Contract Clause 18;
- (c) Site Engineers;
- (d) Topographic Surveyors;
- (e) Quantity Surveyors;
- (f) Site Superintendent; and
- (g) Site Foremen.

(2) Members of staff on the Team are prohibited to be given a sub-contract to any part of the Works or to have a vested interest in any of the sub-contractors irrespective of tiers including specialist sub-contractors and Designated/Nominated* Sub-contractors under this Contract.

(3) Within 14 days of the commencement of the Contract, the Contractor shall submit to the Engineer/Maintenance Surveyor* a list of staff with all necessary details which comprised the Team referred to in sub-clause (1) of this Clause.

(4) The Contractor shall either provide documentary proof on the employment status of the staff on the Team, such as employment contracts, tax returns, payment of salaries and the like upon request by the Engineer/Maintenance Surveyor* or provide a formal declaration to the effect that such a staff is indeed under the direct employment of the Contractor. The declaration shall be signed by a person authorized to sign tenders on behalf of the Contractor.

(5) With the exception of the Project Manager, all members of staff in the Team shall be full time# on Site during site working hours.

^{*} Add/delete disciplines as appropriate.

For consultant-administered term contracts

(6) The Contractor shall inform the Engineer/Maintenance Surveyor* forthwith of any changes made to any of the staff on the Team.

- # Consider whether some of the staff may only be needed part time, such as surveyor
- * Delete as appropriate

For consultant-administered term contracts

SCC[Y] : Sub-contract conditions

[Note: For contracts which tenders are invited on or after 1 September 2012, please refer to the revised SCC[Y] at **Annex A5.**]

- (1) Without prejudice to the generality of General Conditions of Contract Clause 4, the Contractor shall ensure that the following provisions of this Contract shall be similarly and appropriately included into each and every sub-contract of all tiers including specialist sub-contracts and Designated/Nominated Sub-contracts for the carrying out of the Works under this Contract and the Contractor shall be responsible for the observance of these provisions by all sub-contractors (irrespective of any tier), including specialist sub-contractors and Designated/Nominated[#] Sub-contractors employed in the carrying out of the Works :-
 - (1))
 - (2)) - *List out all relevant GCCs, SCCs, PS, etc.*
 - (3))

..
- (2) Upon request by the Engineer/Maintenance Surveyor[#], the Contractor shall provide copies of the relevant sub-contracts with the sub-contract provisions referred to in sub-clauses (1) of this Clause to the Engineer/Maintenance Surveyor[#] for his record and provide the original documents of the relevant sub-contracts for inspection by the Engineer/Maintenance Surveyor[#].
- (3) The Contractor shall comply with and shall ensure that all sub-contractors (irrespective of any tier) shall comply with the provisions of this Clause; and shall, if necessary, within reasonable time enter into a supplemental agreement with his sub-contractor to ensure that the sub-contract complies with the requirements in sub-clauses (1) of this Clause and to ensure that his sub-contractor will do the same in the lower tier sub-contracts.
- (4) If the Contractor or any of the sub-contractors (irrespective of any tier) fails to comply with the provisions of this Clause, the Engineer/Maintenance Surveyor[#] shall, without prejudice to any other rights and remedies, have full power to order the removal of the sub-contractor from the Site and/or the Works.

[#] Delete as appropriate.

For consultant-administered term contracts

Particular Specification

SECTION X

PAYMENT OF WAGES OF THE SITE PERSONNEL

GENERAL

General

X.1 (1) The Contractor shall ensure prompt payment of full wages to all the Site Personnel employed by him and shall use all reasonable endeavours to have his sub-contractors of all tiers to effect prompt payment of wages to all the Site Personnel employed by them for the execution of any Works in accordance with the Employment Ordinance.

(2) The Contractor shall include provisions in the contracts with his sub-contractors requiring the implementation of the system of payment of wages to the Site Personnel under the provisions of Section X of this Particular Specification.

(3) For the purposes of Section X of this Particular Specification, “bank” shall be an authorized institution within the meaning of Section 2 of the Banking Ordinance (Cap. 155).

EMPLOYMENT OF THE SITE PERSONNEL

Written employment agreements

X.2 (1) Unless written employment contracts are already in place, the Contractor and his sub-contractors of all tiers shall [have] enter into written employment contracts with all the Site Personnel under their respective employments. The terms of the employment contract shall not be less favourable to the terms provided in the specimen employment contract (which may as necessary be revised by the *Engineer from time to time) given in Appendix [#] to the Special Conditions of Contract. The Contractor shall not allow any Site Personnel without a properly executed written employment contract to work on the Site.

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- (2) A certified true copy of the written employment contract of each Site Personnel shall be made available to the *Engineer or the *Engineer's Representative for inspection if so requested by the *Engineer or the *Engineer's Representative.
- (3) Any Site Personnel without a proper written employment contract with either the Contractor or his sub-contractor shall not be permitted or caused to be permitted to enter to or remain in the Site.
- (4) The Contractor shall advise and ensure his sub-contractors of all tiers to advise all the Site Personnel under their respective employments that a copy of their respective written employment contracts would be made available to the *Engineer or the Engineer's Representative for inspection if so requested by the *Engineer or the *Engineer's Representative and that the personal data provided by means of the respective employment contracts will be used for the purposes and may be transferred to the transferees as listed out in the "Notes about Personal Data" to the specimen employment contract given in Appendix [#] to the Special Conditions of Contract.

***Personal
Accident
Insurance of
self-employed
workers***

- X.3 (1) In accordance with SCC[zz], the Contractor shall ensure that self-employed workers working on the Site shall each be covered by a personal accident insurance at a minimum coverage of HK\$1,000,000. The Contractor shall not allow any self-employed worker without a valid personal accident insurance to work on the Site.
- (2) The Contractor shall keep a certified true copy of the personal accident insurance of each self-employed worker on the Site and shall be made available to the *Engineer or the *Engineer's Representative for inspection if so requested by the *Engineer or the *Engineer's Representative.
- (3) Any self-employed workers without a proper personal accident insurance shall not be permitted or caused to be permitted to enter to or remain in

For consultant-administered term contracts

<i>Lorry Drivers</i>	X.4 (1)	Lorry drivers shall be either a Site Personnel of the Contractor or his sub-contractors or a self-employed person with a personal accident insurance cover of not less than HK\$1,000,000 for the execution of any Works.
<i>Payment of wages by designated bank accounts or personal cheques</i>	X.5 (1)	Subject to sub-clause (3) of this Clause, the Contractor shall within 14 days from the commencement of the Contract Period submit to the *Engineer the name of the designated bank and all related arrangement details for payment of wages to all the Site Personnel.

	(2)	The Contractor shall require all the Site Personnel to open a wage payment account in the designated bank or in any other bank of their choice.
	(3)	Subject to evidence produced to the satisfaction of the *Engineer, Site Personnel not able to open a personal bank account with any bank in Hong Kong shall have their wages paid by personal cash cheques with the subject Site Personnel specified as payee and the cheques shall be immediately due on presentation. Payment of mandatory provident fund (MPF) contributions for the subject Site Personnel shall be made by bank transfers in accordance with Particular Specification X.7 and X.8. Copies of the following documents shall be submitted to the *Engineer for records: <ul style="list-style-type: none"> (i) signed acknowledgement of receipt of wage payment from the subject Site Personnel; (ii) the cheque; and (iii) the certified true copy of the bank statement showing the cash withdrawal.

The above copies of the documents shall be submitted as soon as they are available and in any event items (i) and (ii) shall be submitted no later than 7 days from the date when payment is due for the subject Site Personnel.

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ATTENDANCE RECORDING SYSTEM

Log-book

X.6 (1) The Contractor shall provide and operate an attendance recording system comprising log-books and identification cards (hereinafter refer to as “the system”) to record the times and verify the identity of all Site Personnel and self-employed workers entering and leaving the Site. The system shall be in operation from the commencement of the Contract Period. The Contractor shall provide sufficient staff to man the operation of the system at the Site. Identification cards containing the information set out in sub-clause (2) of this Clause shall be issued to all Site Personnel and self-employed workers for identification purpose. Subject to Sub-clause (3) of this Clause, no person is allowed to work on the Site without an identification card.

(2) The Contractor shall issue identification cards to all Site Personnel and self-employed workers. The identification card shall have the following information of the Site Personnel and self-employed workers printed in durable print on its face:

- (a) Name of Site Personnel/self-employed worker in Chinese and English;
- (b) Name of employer in Chinese and English;
- (c) Trade;
- (d) Photograph of site personnel/ self-employed worker;
- (e) Contract No. and Contract Title;
- (f) Expiry date; and
- (g) Other information agreed by the *Engineer.

(3) If a Site Personnel or a self-employed worker is issued a registration card by the Registrar of the Construction Workers pursuant to the Construction Workers Registration Ordinance (Cap. 583) the card so issued is permitted to be used in lieu of the identification card required under this Section.

For consultant-administered term contracts

PAYMENT OF WAGES

<i>Schedule of Wages and MPF Contributions</i>	<p>X.7 (1) The Contractor shall compile daily records of the Site Personnel working on the Site based on the data collected by the attendance recording system. The Contractor shall verify the data of all the Site Personnel employed or engaged by him. The Contractor shall prepare separate daily records for each sub-contractor and distribute to these sub-contractors the records of the Site Personnel employed or engaged by them for verification. A copy of all the verified data and daily records shall be submitted to the *Engineer on a daily basis.</p> <p>(2) The Contractor shall prepare a schedule of wages of all the Site Personnel employed or engaged by him and the corresponding MPF contributions based on the verified data from the attendance recording system. A copy of such schedule shall be submitted to the *Engineer for each payment cycle.</p> <p>(3) The Contractor shall require his sub-contractors, of all tiers, to prepare the respective schedules of wages of the Site Personnel employed or engaged by them and the corresponding MPF contributions based on the verified data from the attendance recording system. A copy of these schedules shall be made available to the *Engineer for each payment cycle.</p>
<i>Payment of Wages and MPF Contributions</i>	<p>X.8 (1) In accordance with the scheduled payment date stated in the employment contract, the Contractor shall ensure that sufficient funds have been reserved in the designated bank account for the payment of all wages and MPF contributions as given on the verified schedules for the subject payment cycle and shall promptly instruct the designated bank to effect the payment to the respective wage payment accounts and the respective MPF contribution accounts of all his Site Personnel. The Contractor shall forward a certified true copy of the instruction records to the *Engineer.</p>

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- (2) The Contractor shall ensure that his sub-contractors, of all tiers, have sufficient funds available in the respective designated bank accounts for the payment of the wages and MPF contributions to their respective Site Personnel as given on the verified schedule on the scheduled payment date stated in the employment contracts for the subject payment cycle and to ensure that his sub-contractors shall promptly instruct the designated bank to effect the payment to the wage payment accounts and the respective MPF contribution accounts and of their Site Personnel. The Contractor shall ensure that certified true copies of the instruction records are made available to the *Engineer.
- (3) A flow chart illustrating the payment arrangements is in Appendix [#] to this Particular Specification.

SECTION Y

MONITORING OF PAYMENT OF WAGES

Contractor's Labour Officer

Y.1

- (1) Within 7 days of the commencement of the Contract Period, the Contractor shall nominate a staff responsible for full time on-site monitoring the payment of wages and MPF contributions to all the Site Personnel for the approval of the *Engineer. The nominated staff when approved shall provide all necessary assistance to the Labour Relations Officer in the monitoring process and in the handling of complaints on arrears of wages and MPF contributions raised by any Site Personnel. The staff nominated by the Contractor shall be referred to as the Contractor's Labour Officer.
- (2) The Contractor's Labour Officer shall be a suitably qualified person with the following minimum qualifications: -

For consultant-administered term contracts

- (a) attaining five subjects at grade 'E' or above in the Hong Kong Certificate of Education Examination (HKCEE) (including Chinese, English (Syllabus B) and Mathematics) or equivalent; and
- (b) full-time working experience on personnel management or human resources related duties and good job records; and
- (c) good command of both oral and written English and Chinese; and
- (d) good computer knowledge; and
- (e) preferably have completed a post secondary certificate programme on human resources or personnel management.

(3) The *Engineer shall have the power to withdraw his approval of the Contractor's Labour Officer at any time. If such approval shall be withdrawn the Contractor shall, after receiving notice in writing of such withdrawal, remove the Contractor's Labour Officer from the Site forthwith and shall replace him by another Contractor's Labour Officer approved by the *Engineer .

***Labour
Relations
Officer***

Y.2 (1) The Contractor shall afford all necessary assistance to the Labour Relations Officer (LRO) in connection with the discharge of his duties which shall include but not necessarily limited to the following:

- (i) to act as a one-point contact for the Site Personnel on the Site on any enquiries in relation to employment matters;
- (ii) to conduct briefing sessions to inform and to educate the Site Personnel the benefits of the wage payment control measures being implemented under the Contract, in particular the workers' obligations to report wage arrears;
- (iii) to conduct regular site visits to promote the monitoring system and to establish contacts with Site Personnel to obtain feedback;

For consultant-administered term contracts

- (iv) to monitor payment of wages and MPF contributions to assess whether they are made timely by the Contractors and all subcontractors.
- (v) to oversee the setting up and maintenance of a record system on employment contracts, workers attendance, re-deployment, and wage payments.
- (vi) to undertake regular physical checks to verify the accuracy and reliability of the records and to identify irregularities, if any, for early intervention.
- (vii) to establish a simple and user-friendly complaint system, including the operation of a telephone hotline to receive enquiries from Site Personnel on employment matters and to receive reports on wage defaults.
- (viii) to alert the *Engineer's Representative of anomalies and to refer the same to the Contractor for investigation and appropriate follow-up actions.
- (ix) to refer to the *Engineer's Representative and the Labour Department complaints on wage arrears as soon as they are received and to provide necessary assistance to Labour Department to facilitate investigation and/or dispute resolution where appropriate.
- (x) to carry out random attendance checks, and to record and report the findings to the *Engineer's Representative.

(2) The LRO shall have the authority to check and verify the proper operation of the attendance recording system; the records of the system and the records of instructions of payment of the wages and MPF contributions. The Contractor shall provide copies of daily records and instruction records to and assist the LRO in the preparation of the monthly report on payment of the wages and MPF contributions and the log-book records to the *Engineer based on the daily records and instruction records submitted by

For consultant-administered term contracts

the Contractor.

(3) The Contractor shall display necessary information on the contact details of the LRO by erecting notices on the Site at prominent locations.

(4) The Contractor shall establish and maintain a separate telephone line in the *Engineer's site office to be used as a hotline for Site Personnel to report matters of wage disputes to the LRO.

Providing Access and Assistance to Visitors

Y.3 (1) Notwithstanding any other provisions under the contract, from time to time representatives from established local labour unions and contractors associations may visit the Site to make propaganda for the wage payment arrangement and monitoring process for wage payment under this Contract to the Site Personnel. These representatives may interview the Contractor's Labour Officer and the LRO to ascertain whether there are any difficulties with the monitoring process and offer their assistance where necessary.

(2) Upon notification from the *Engineer, the Contractor shall provide access and all necessary assistance to these representatives visiting the Site for the said purposes.

(3) The Contractor shall ensure that his Contractor's all risk and third party liability insurance policies are extended to cover these visitors.

SECTION Z

CASUAL WORKERS

Casual workers

Z.1 (1) "Casual Workers" are those Site Personnel who are expected to work on the Site no more than an aggregated total of 7 working days throughout the duration of the Contract Period. The provisions under PS X.2, PS X.5, PS X.7 and PS X.8 shall not apply to Casual Workers. Casual Workers are required to be issued an identification card and follow the attendance recording system in

For consultant-administered term contracts

accordance with PS X.6. Casual Workers will be subject to the full provisions of Section X of this Particular Specification if they are required to work on the Site in excess of an aggregated total of 7 working days throughout the duration of the Contract Period (“7-day restriction”).

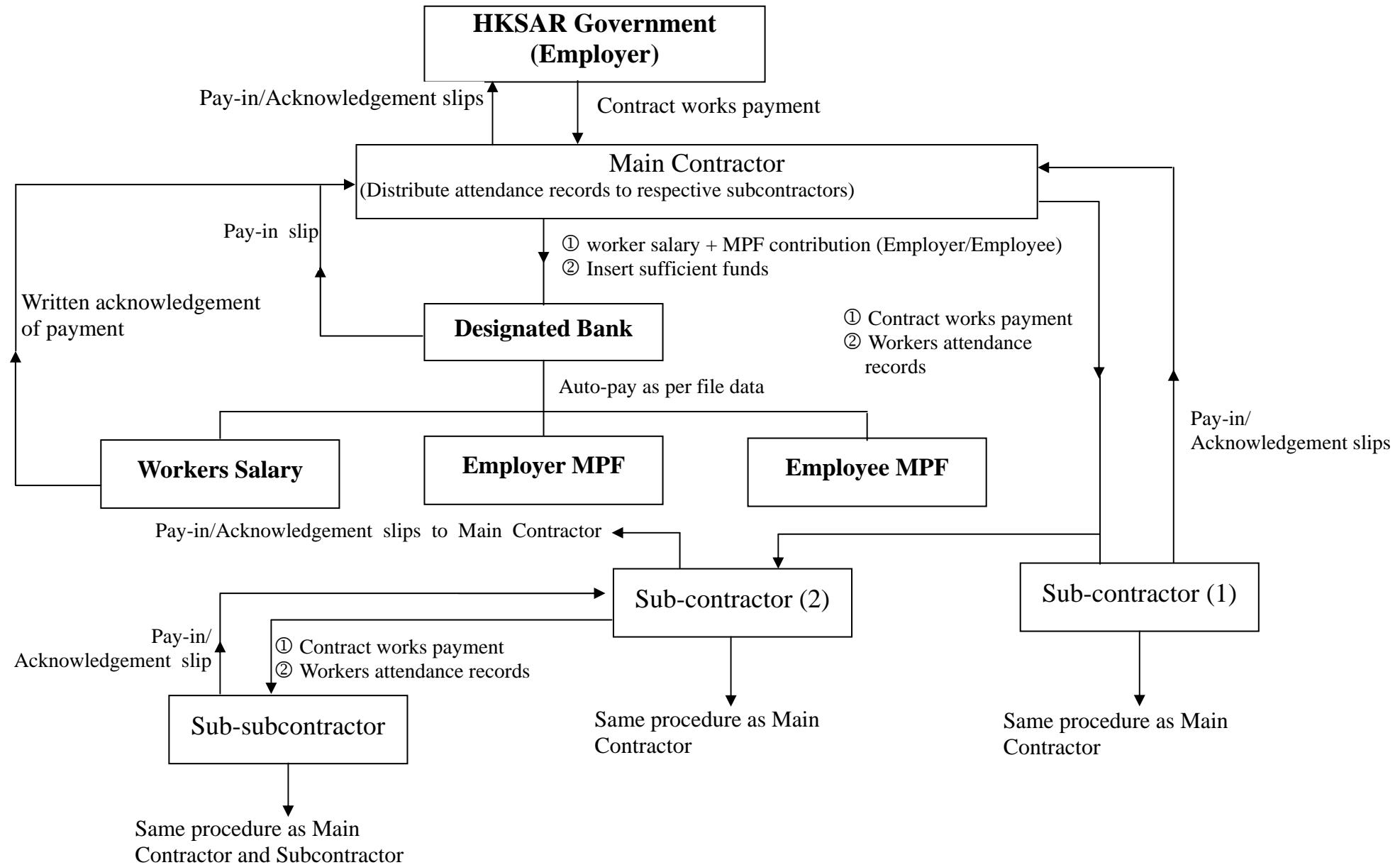
- (2) Wages for the Casual Workers are to be paid daily by personal cash cheques with the subject Casual Worker specified as payee and the cheques shall be immediately due on presentation. The subject Casual Worker shall be required to sign a receipt of acknowledgement of each payment.
- (3) Copies of the following documents shall be submitted to the *Engineer for records:
 - (i) signed acknowledgement of receipt of wage payment from the subject Casual Worker;
 - (ii) the cheque; and
 - (iii) the certified true copy of the bank statement showing the cash withdrawal.

Copies of (i) and (ii) above shall be submitted the day immediately following the subject payday referred to in sub-clause (2) of this Clause. Copies of (iii) above shall be submitted as soon as they are available.

- (4) The 7-day restriction under sub-clause (1) of this Clause may be relaxed subject to prior approval in writing from the *Engineer if the *Engineer is satisfied that there are reasonable grounds for not complying with the full requirements under Section X of this Particular Specification for the subject Casual Worker.

**"Engineer" shall be replaced by "Maintenance Surveyor" as appropriate.

For consultant-administered term contracts

Workers Payment ArrangementsAppendix [#] to
Particular Specification

For consultant-administered term contracts

Blank

For in-house term contracts

SCC[vv] : Reimbursement of Contractor's actual payment and payment of Contractor's associated expenses in providing Labour Relations Officers

- (1) The Contractor shall comply with the requirements and procedures set out in Particular Specification Section Y for the employment and administration of Labour Relations Officers (LRO).
- (2) The Engineer/Maintenance Surveyor* shall ascertain and certify for payment in accordance with General Conditions of Contract Clauses 78 & 79 [79A/79B* & 80A/80B*]*, the amount of actual payment made by the Contractor and of the Contractor's associated expenses in providing LRO referred to in sub-clause (6) of SCC[zz]. For the avoidance of doubt, the actual payment includes the salary, overtime allowance, end-of-contract gratuity, medical and dental care expenses for LRO and the advertisement costs incurred in the recruitment of LRO. For the further avoidance of doubt, any reimbursement of Contractor's contributions to the mandatory provident fund for LRO shall be made in accordance with SCC[xx]. Other costs or expenses, including but not limiting to those incurred for recruitment, employment, arranging for temporary or permanent replacement, training and employees' compensation insurance shall be covered by the Contractor's associated expenses which are determined in accordance with sub-clause (4).
- (3) The Contractor shall be reimbursed with the actual payment made to LRO as certified by the Engineer/Maintenance Surveyor* in accordance with General Condition of Contract Clauses 78 & 79 [79A/79B* & 80A/80B*]*. The rules on "accountability" set under this sub-clause (3) must be satisfied before any salary and other direct payments related to LRO made by the Contractor is reimbursable:
 - (i) the amount in respect of salary, end-of-contract gratuity and overtime payment shall have been paid by the Contractor to the LRO and as evidenced by receipts from the LRO;
 - (ii) actual expenses incurred, if any, for advertising the recruitment of LRO in any local press shall be evidenced by relevant receipts; and
 - (iii) LRO, or the Contractor shall be additionally accountable for the amount invoiced in respect of reimbursement of medical and dental care, i.e. only if it is actually spent by the LRO or settled by the Contractor, as the case may be, on the respective purposes, within the approved employment terms, and as evidenced by receipts from the respective service providers who provide service to the LRO.
- (4) For the purposes of this Clause, the "Contractor's associated expenses" refers to a percentage fee of the amount of actual payment made to LRO

For in-house term contracts

as certified by the Engineer/Maintenance Surveyor* in accordance with General Conditions of Contract Clauses 78 & 79 [79A/79B* & 80A/80B*]* in providing LRO. The rate of the percentage fee is as inserted by the Contractor in the column for Section Percentage for item ??004 in the Schedule of Contract Percentages in the Appendix to Form of Tender for arriving at the Value for Tender Assessment in respect of the item for reimbursement of actual payment made by the Contractor in providing Labour Relations Officers.

For in-house term contracts

SCC[xx] : Reimbursement of Contractor's Contribution to the Mandatory Provident Fund for his Site Personnel

[Note: For contracts which tenders are invited on or after 1 September 2012, please refer to the revised SCC[xx] at **Annex A5**.]

- (1) Subject to sub-clause (2) of this Clause, the Engineer/Maintenance Surveyor* shall ascertain and certify for payment in accordance with General Conditions of Contract Clauses 78 & 79 [79A/79B* & 80A/80B*]*, the amount of the Contractor's mandatory contribution under the Mandatory Provident Fund Schemes Ordinance (Cap. 485), including contribution by sub-contractors of all tiers including specialist sub-contractors and Designated/Nominated Sub-contractors, to the employer's mandatory provident fund for the Site Personnel under this Contract, based on the instruction records as specified in Particular Specification Section X.
- (2) The Employer shall not be liable to reimburse the Contractor, or sub-contractors of all tiers including specialist sub-contractors and Designated/Nominated Sub-contractors, any amount of the contribution to the employer's mandatory provident fund for the Site Personnel under the Contract other than the amount certified by the Engineer/Maintenance Surveyor* pursuant to sub-clause (1) of this Clause. For the avoidance of doubt, the Employer shall not be liable to pay the Contractor any of the part of Contractor's contribution, including contribution by sub-contractors of all tiers including specialist sub-contractors and Designated/Nominated Sub-contractors, to the employer's mandatory provident fund for any Site Personnel under the Contract which exceeds the mandatory provident fund contributions allowed for in the Contract.
- (3) Notwithstanding General Conditions of Contract Clause 68, the Contractor and his sub-contractors of all tiers including specialist sub-contractors and Designated/Nominated Sub-contractors are not entitled to any profit and administration cost including overheads cost, whether on or off the Site, for the reimbursement made under this Clause.

* Delete as appropriate.

For in-house term contracts

SCC[yy]

General Conditions of Contract Clause 1(1) is amended by adding the definition of :

“Site Personnel” - “Site Personnel” means all workers and staff employed by the Contractor or his sub-contractor of all tiers including specialist sub-contractors and Designated/Nominated* Sub-contractors, except self-employed workers, engaged for the execution of the Works on the Site and includes those drivers and lorry drivers who are not self-employed persons engaged for the Works.

* Delete as appropriate

For in-house term contracts**SCC[zz] : Payment of Wages of Site Personnel**

(1) Subject to those Casual Workers referred to in Clause Z.1 (1) of Particular Specification "Section Z" on "Causal Workers", all Site Personnel shall be engaged in accordance with Clauses X.2 to X.5 of Particular Specification "Section X" on "Payment of Wages of Site Personnel". Such Site Personnel shall be engaged with a written employment contract with their respective employers who shall be either the Contractor or any of his sub-contractors, as submitted in the Sub-contractors' Management Plan required under SCC Clause [??] of these Special Conditions of Contract. The terms of the employment contract shall be not less favorable to the terms provided in the Specimen Employment Contract which may as necessary be revised by the *Engineer/Maintenance Surveyor from time to time at Appendix [#] to these Special Conditions of Contract as far as the Site Personnel are concerned. Payment of wages shall be made at least once per month. Employment contracts which stipulate a payment cycle in less frequent than once per month will not be permitted under this Contract.

(2) The Contractor shall ensure that all workers who are self-employed persons engaged to work on the Site shall each be covered by a personal accident insurance plan with a minimum coverage of HK \$ 1,000,000 by extending either the Contractor's employee compensation insurance policy or his third party liability and all risks insurance policy. Alternatively the Contractor shall arrange a separate personal accident insurance plan for all self-employed workers for a minimum cover of HK\$1,000,000 per person in the form specified in Appendix [##] to these Special Conditions of Contract and shall maintain such policy for the duration of the self-employed workers being engaged in the Contract. The Contractor shall produce evidence of such insurance before the self-employed workers are issued an identification card as described in Particular Specification "Section X" on "Payment of Wages of Site Personnel". The Contractor shall inform the *Engineer/Maintenance Surveyor immediately when the insurance policy of a self-employed worker has expired together with evidence showing its renewal as appropriate.

(3) Lorry drivers engaged for any Works (excluding those lorry drivers engaged by suppliers to deliver material to the Site) may be either a Site Personnel or a self-employed person.

(4) The Contractor shall provide and maintain an attendance recording system comprising log-books and identification cards to record the times and verify the identity of all Site Personnel and self-employed workers entering and leaving the Site in accordance with Particular Specification "Section X" on "Payment of Wages of Site Personnel". The Contractor

For in-house term contracts

shall within 7 days of the Employer's letter of acceptance of the Tender submit details of the attendance recording system to the *Engineer/Maintenance Surveyor for approval.

- (5) Within 14 days of the commencement of the Contract Period, the Contractor shall make necessary arrangements with a bank to implement the arrangement on payment of wages to Site Personnel in accordance with Particular Specification "Section X" on "Payment of Wages of Site Personnel". The Contractor shall submit a written declaration that all Site Personnel's wages payable have been paid when the Contractor submits the instruction records as specified in Particular Specification Section X to the *Engineer/Maintenance Surveyor. Site Personnel who are not able to open a personal bank account in Hong Kong shall be paid by personal cash cheques in accordance with Particular Specification "Section X".
- (6) The Contractor shall provide suitably qualified staff to act as Labour Relations Officers referred to in Section [Y] of the Particular Specification to monitor payment of wages.
- (7) Pursuant to General Conditions of Contract Clause 4(3), failure to comply with Section X of the Particular Specification by any of the sub-contractors may render the removal of the sub-contractor from the Site and/or the Works.
- (8) (a) Without prejudice to any of the provision under General Conditions of Contract Clause 42 and in the event of default being made in the payment of any wages of any Site Personnel employed by the Contractor or any of the sub-contractors in and for carrying out this Contract and if a claim therefore is filed in the office of the Labour Department and proof thereof (including, where the claim is disputed by the Contractor or by any of the responsible sub-contractors, as the case may be, or it is found necessary by the Commissioner for Labour, proof of final determination of the claim by an award or order of the Labour Tribunal or as the case may be the Minor Employment Claims Adjudication Board or a judgment of the District Court or, where the matter is subsequently further disputed by way of appeal, by a judgment of the Court of First Instance or the Court of Appeal) is furnished to the satisfaction of the Commissioner for Labour; provided that the subject incident of default in payment of wages is reported to the Labour Relations Officer within 7 working days (General Holidays excluded) of the final due date for payment as prescribed under section 23 of the Employment Ordinance (Cap 57), the Employer may, after the Contractor or the sub-contractor, as the case may be, who is in default of paying any wages to the Site Personnel, make payment of

For in-house term contracts

such wages or claim for wages on behalf of the Contractor or the subcontractor to the Site Personnel and any sums so paid shall be recoverable by the Employer as a debt from the Contractor.

- (b) For the avoidance of doubt, Site Personnel employed by the Contractor are not subject to the reporting requirement to the Labour Relations Officer under sub-clause 8(a) of this Clause.
- (c) For the further avoidance of doubt, where any self-employed worker is found by the Labour Tribunal or as the case may be the Minor Employment Claims Adjudication Board or a judgment of the District Court or, where the matter is subsequently further disputed by way of appeal, by a judgment of the Court of First Instance or the Court of Appeal to be an employee instead of a self-employed worker, sub-clause 8(a) of this clause shall apply to that self-employed worker provided that the subject incident of default in payment of wages is similarly reported to the Labour Relations Officer within 7 working days (General Holidays excluded) of the final date for payment under section 23 of the Employment Ordinance (Cap 57).

(9) For the purpose of this Clause, "sub-contractors" means sub-contractors, irrespective of tiers, including specialist sub-contractors and Designated/Nominated* Sub-contractors.

* Delete as appropriate

For in-house term contracts**SCC[X] : Contractor's Management Team**

(1) Without prejudice to the generality of General Conditions of Contract Clause 18, the Contractor shall provide a team of suitably qualified and experienced staff to manage and supervise the Contract throughout the execution of the Works. All members of staff on the management/site supervision team (refer to as “the Team” in this Clause) must be under the direct employment of the Contractor. The Team shall comprise sufficient number of suitably qualified and experienced staff in the following disciplines^{*} :-

(State minimum qualification requirements in the Particular Specification for each discipline if considered necessary.)

- (a) Project Manager;
- (b) Site agent in accordance with General Conditions of Contract Clause 18;
- (c) Site Engineers;
- (d) Topographic Surveyors;
- (e) Quantity Surveyors;
- (f) Site Superintendent; and
- (g) Site Foremen.

(2) Members of staff on the Team are prohibited to be given a sub-contract to any part of the Works or to have a vested interest in any of the sub-contractors irrespective of tiers including specialist sub-contractors and Designated/Nominated* Sub-contractors under this Contract.

(3) Within 14 days of the commencement of the Contract, the Contractor shall submit to the *Engineer/Maintenance Surveyor a list of staff with all necessary details which comprised the Team referred to in sub-clause (1) of this Clause.

(4) The Contractor shall either provide documentary proof on the employment status of the staff on the Team, such as employment contracts, tax returns, payment of salaries and the like upon request by the *Engineer/Maintenance Surveyor or provide a formal declaration to the effect that such a staff is indeed under the direct employment of the Contractor. The declaration shall be signed by a person authorized to sign tenders on behalf of the Contractor.

(5) With the exception of the Project Manager, all members of staff in the Team shall be full time# on Site during site working hours.

^{*} Add/delete disciplines as appropriate.

For in-house term contracts

(6) The Contractor shall inform the *Engineer/Maintenance Surveyor forthwith of any changes made to any of the staff on the Team.

- # Consider whether some of the staff may only be needed part time, such as surveyor
- * Delete as appropriate

For in-house term contracts

SCC[Y] : Sub-contract conditions

[Note: For contracts which tenders are invited on or after 1 September 2012, please refer to the revised SCC[Y] at **Annex A5**.]

- (1) Without prejudice to the generality of General Conditions of Contract Clause 4, the Contractor shall ensure that the following provisions of this Contract shall be similarly and appropriately included into each and every sub-contract of all tiers including specialist sub-contracts and Designated/Nominated sub-contracts for the carrying out of the Works under this Contract and the Contractor shall be responsible for the observance of these provisions by all sub-contractors (irrespective of any tier), including specialist sub-contractors and Designated/Nominated[#] Sub-contractors employed in the carrying out of the Works :-
 - (1))
 - (2)) - *List out all relevant GCCs, SCCs, PS, etc.*
 - (3))
 - .
- (2) Upon request by the Engineer/Maintenance Surveyor[#], the Contractor shall provide copies of the relevant sub-contracts with the sub-contract provisions referred to in sub-clauses (1) of this Clause to the Engineer/Maintenance Surveyor[#] for his record and provide the original documents of the relevant sub-contracts for inspection by the Engineer/Maintenance Surveyor[#].
- (3) The Contractor shall comply with and shall ensure that all sub-contractors (irrespective of any tier) shall comply with the provisions of this Clause; and shall, if necessary, within reasonable time enter into a supplemental agreement with his sub-contractor to ensure that the sub-contract complies with the requirements in sub-clauses (1) of this Clause and to ensure that his sub-contractor will do the same in the lower tier sub-contracts.
- (4) If the Contractor or any of the sub-contractors (irrespective of any tier) fails to comply with the provisions of this Clause, the Engineer/Maintenance Surveyor[#] shall, without prejudice to any other rights and remedies, have full power to order the removal of the sub-contractor from the Site and/or the Works.

[#] Delete as appropriate.

For in-house term contracts**Particular Specification****SECTION X****PAYMENT OF WAGES OF THE SITE PERSONNEL****GENERAL*****General***

X.1 (1) The Contractor shall ensure prompt payment of full wages to all the Site Personnel employed by him and shall use all reasonable endeavours to have his sub-contractors of all tiers to effect prompt payment of wages to all the Site Personnel employed by them for the execution of any Works in accordance with the Employment Ordinance.

(2) The Contractor shall include provisions in the contracts with his sub-contractors requiring the implementation of the system of payment of wages to the Site Personnel under the provisions of Section X of this Particular Specification.

(3) For the purposes of Section X of this Particular Specification, “bank” shall be an authorized institution within the meaning of Section 2 of the Banking Ordinance (Cap. 155).

EMPLOYMENT OF THE SITE PERSONNEL***Written employment agreements***

X.2 (1) Unless written employment contracts are already in place, the Contractor and his sub-contractors of all tiers shall [have] enter into written employment contracts with all the Site Personnel under their respective employments. The terms of the employment contract shall not be less favourable to the terms provided in the specimen employment contract (which may as necessary be revised by the *Engineer from time to time) given in Appendix [#] to the Special Conditions of Contract. The Contractor shall not allow any Site Personnel without a properly executed written employment contract to work on the Site.

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- (2) A certified true copy of the written employment contract of each Site Personnel shall be made available to the *Engineer or the *Engineer's Representative for inspection if so requested by the *Engineer or the *Engineer's Representative.
- (3) Any Site Personnel without a proper written employment contract with either the Contractor or his sub-contractor shall not be permitted or caused to be permitted to enter to or remain in the Site.
- (4) The Contractor shall advise and ensure his sub-contractors of all tiers to advise all the Site Personnel under their respective employments that a copy of their respective written employment contracts would be made available to the *Engineer or the Engineer's Representative for inspection if so requested by the *Engineer or the *Engineer's Representative and that the personal data provided by means of the respective employment contracts will be used for the purposes and may be transferred to the transferees as listed out in the "Notes about Personal Data" to the specimen employment contract given in Appendix [#] to the Special Conditions of Contract.

***Personal
Accident
Insurance of
self-employed
workers***

- X.3 (1) In accordance with SCC[zz], the Contractor shall ensure that self-employed workers working on the Site shall each be covered by a personal accident insurance at a minimum coverage of HK\$1,000,000. The Contractor shall not allow any self-employed worker without a valid personal accident insurance to work on the Site.
- (2) The Contractor shall keep a certified true copy of the personal accident insurance of each self-employed worker on the Site and shall be made available to the *Engineer or the *Engineer's Representative for inspection if so requested by the *Engineer or the *Engineer's Representative.
- (3) Any self-employed workers without a proper personal accident insurance shall not be permitted or caused to be permitted to enter to or remain in

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the Site.

(4) The Contractor shall advise and ensure his sub-contractors of all tiers to advise all the Site Personnel under their respective employments that a copy of their respective written employment contracts would be made available to the *Engineer or the Engineer's Representative for inspection if so requested by the *Engineer or the *Engineer's Representative and that the personal data provided by means of the respective employment contracts will be used for the purposes and may be transferred to the transferees as listed out in the "Notes about Personal Data" to the specimen employment contract given in Appendix [#] to the Special Conditions of Contract.

**Lorry
Drivers** X.4 (1) Lorry drivers shall be either a Site Personnel of the Contractor or his sub-contractors or a self-employed person with a personal accident insurance cover of not less than HK\$1,000,000 for the execution of any Works.

**Payment of
wages by
designated bank
accounts or
personal
cheques** X.5 (1) Subject to sub-clause (3) of this Clause, the Contractor shall within 14 days from the commencement of the Contract Period submit to the *Engineer the name of the designated bank and all related arrangement details for payment of wages to all the Site Personnel.

(2) The Contractor shall require all the Site Personnel to open a wage payment account in the designated bank or in any other bank of their choice.

(3) Subject to evidence produced to the satisfaction of the *Engineer, Site Personnel not able to open a personal bank account with any bank in Hong Kong shall have their wages paid by personal cash cheques with the subject Site Personnel specified as payee and the cheques shall be immediately due on presentation. Payment of mandatory provident fund (MPF) contributions for the subject Site Personnel shall be made by bank transfers in accordance with Particular Specification X.7 and X.8. Copies of the

For in-house term contracts

following documents shall be submitted to the *Engineer for records:

- (i) signed acknowledgement of receipt of wage payment from the subject Site Personnel;
- (ii) the cheque; and
- (iii) the certified true copy of the bank statement showing the cash withdrawal.

The above copies of the documents shall be submitted as soon as they are available and in any event items (i) and (ii) shall be submitted no later than 7 days from the date when payment is due for the subject Site Personnel.

ATTENDANCE RECORDING SYSTEM***Log-book***

X.6 (1) The Contractor shall provide and operate an attendance recording system comprising log-books and identification cards (hereinafter refer to as “the system”) to record the times and verify the identity of all Site Personnel and self-employed workers entering and leaving the Site. The system shall be in operation from the commencement of the Contract Period. The Contractor shall provide sufficient staff to man the operation of the system at the Site. Identification cards containing the information set out in sub-clause (2) of this Clause shall be issued to all Site Personnel and self-employed workers for identification purpose. Subject to Sub-clause (3) of this Clause, no person is allowed to work on the Site without an identification card.

(2) The Contractor shall issue identification cards to all Site Personnel and self-employed workers. The identification card shall have the following information of the Site Personnel and self-employed workers printed in durable print on its face:

- (a) Name of Site Personnel/self-employed worker in Chinese and English;
- (b) Name of employer in Chinese and English;
- (c) Trade;

For in-house term contracts

- (d) Photograph of site personnel/ self-employed worker;
- (e) Contract No. and Contract Title;
- (f) Expiry date; and
- (g) Other information agreed by the *Engineer.

(3) If a Site Personnel or a self-employed worker is issued a registration card by the Registrar of the Construction Workers pursuant to the Construction Workers Registration Ordinance (Cap. 583) the card so issued is permitted to be used in lieu of the identification card required under this Section.

PAYMENT OF WAGES

***Schedule of
Wages and
MPF
Contributions***

X.7 (1) The Contractor shall compile daily records of the Site Personnel working on the Site based on the data collected by the attendance recording system. The Contractor shall verify the data of all the Site Personnel employed or engaged by him. The Contractor shall prepare separate daily records for each sub-contractor and distribute to these sub-contractors the records of the Site Personnel employed or engaged by them for verification. A copy of all the verified data and daily records shall be submitted to the *Engineer on a daily basis.

(2) The Contractor shall prepare a schedule of wages of all the Site Personnel employed or engaged by him and the corresponding MPF contributions based on the verified data from the attendance recording system. A copy of such schedule shall be submitted to the *Engineer for each payment cycle.

(3) The Contractor shall require his sub-contractors, of all tiers, to prepare the respective schedules of wages of the Site Personnel employed or engaged by them and the corresponding MPF contributions based on the verified data from the attendance recording system. A copy of these schedules shall be made available to the *Engineer for each payment cycle.

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***Payment of
Wages and
MPF
Contributions***

X.8 (1) In accordance with the scheduled payment date stated in the employment contract, the Contractor shall ensure that sufficient funds have been reserved in the designated bank account for the payment of all wages and MPF contributions as given on the verified schedules for the subject payment cycle and shall promptly instruct the designated bank to effect the payment to the respective wage payment accounts and the respective MPF contribution accounts of all his Site Personnel. The Contractor shall forward a certified true copy of the instruction records to the *Engineer.

(2) The Contractor shall ensure that his sub-contractors, of all tiers, have sufficient funds available in the respective designated bank accounts for the payment of the wages and MPF contributions to their respective Site Personnel as given on the verified schedule on the scheduled payment date stated in the employment contracts for the subject payment cycle and to ensure that his sub-contractors shall promptly instruct the designated bank to effect the payment to the wage payment accounts and the respective MPF contribution accounts and of their Site Personnel. The Contractor shall ensure that certified true copies of the instruction records are made available to the *Engineer.

(3) A flow chart illustrating the payment arrangements is in Appendix [#] to the Particular Specification..

SECTION Y

MONITORING OF PAYMENT OF WAGES

***Contractor's
Labour Officer***

Y.1 (1) Within 7 days of the commencement of the Contract Period, the Contractor shall nominate a staff responsible for full time on-site monitoring the payment of wages and MPF contributions to all the Site Personnel for the approval of the *Engineer. The nominated staff when approved

For in-house term contracts

shall provide all necessary assistance to the Labour Relations Officer in the monitoring process and in the handling of complaints on arrears of wages and MPF contributions raised by any Site Personnel. The staff nominated by the Contractor shall be referred to as the Contractor's Labour Officer.

- (2) The Contractor's Labour Officer shall be a suitably qualified person with the following minimum qualifications: -
 - (a) attaining five subjects at grade 'E' or above in the Hong Kong Certificate of Education Examination (HKCEE) (including Chinese, English (Syllabus B) and Mathematics) or equivalent; and
 - (b) full-time working experience on personnel management or human resources related duties and good job records; and
 - (c) good command of both oral and written English and Chinese; and
 - (d) good computer knowledge; and
 - (e) preferably have completed a post secondary certificate programme on human resources or personnel management.
- (3) The *Engineer shall have the power to withdraw his approval of the Contractor's Labour Officer at any time. If such approval shall be withdrawn the Contractor shall, after receiving notice in writing of such withdrawal, remove the Contractor's Labour Officer from the Site forthwith and shall replace him by another Contractor's Labour Officer approved by the *Engineer .

***Labour
Relations
Officer***

- Y.2 (1) The Contractor shall provide a suitably qualified staff, or a number of such staff pursuant to sub-clause (6) of this Clause, approved by the *Engineer to be responsible for the monitoring of the payment of wages and MPF contributions of all the Site Personnel and handling of complaints

For in-house term contracts

on wages arrears raised by the Site Personnel. This staff will be referred to as the “Labour Relations Officer” (LRO). The Contractor shall strictly follow the requirements and procedures set out in Appendix [##] to the Particular Specification for the employment of the LRO. The LRO shall work independent of the Contractor or subcontractors. The LRO shall be accommodated in the *Engineer Representative’s office and shall work under the direct instructions and supervision of the *Engineer or his representative. The LRO shall report directly to the *Engineer’s Representative. The Contractor shall not terminate the service of the approved LRO without the agreement from the *Engineer. The LRO shall be required to have the minimum qualifications stated in Clause Y.1(2) of this Particular Specification.

- (2) Within 14 days of commencement of the Contract, or, as the case may be, within 14 days after being notified by the *Engineer of his disapproval of employment of any person as LRO under Clause Y.2(3) below, the Contractor shall submit for approval of the *Engineer the name and particulars of the person they intend to employ as the LRO together with the proposed terms of employment. The Contractor shall furnish further information within 7 days pertinent to the employment of such person if required by the *Engineer.
- (3) The *Engineer 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 Contractor as the LRO if, in the opinion of the *Engineer, the person
 - (i) does not meet the minimum qualifications and/or experience requirements stipulated in this Contract; or
 - (ii) misconducts himself/herself or is incompetent or negligent in the performance of his/her duties; or
 - (iii) whose employment is otherwise considered by the *Engineer to be undesirable.

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The *Engineer shall state the reasons for the disapproval but the Contractor shall not disclose these to any person unless with the prior written approval of the *Engineer.

- (4) In the event of the *Engineer exercising disapproval under Clause Y.2(3), the person, if not already employed, shall not be employed, and that person, if already employed, shall have his/her employment as LRO curtailed by the Contractor.
- (5) The responsibilities of the Contractor in connection with the LRO shall not be affected irrespective of whether or not the *Engineer disapproves employment of any person as LRO under Clause Y.2(3). However the Employer will bear the cost incurred by the Contractor as a result of the disapproval, if the *Engineer exercising disapproval under Clause Y.2(3) does not result from the default of the Contractor in fulfilling its duties under this Contract.
- (6) The Contractor shall afford all necessary assistance to the LRO in connection with the discharge of his duties which shall include but not necessarily limited to the following:
 - (i) to act as a one-point contact for the Site Personnel on the Site on any enquiries in relation to employment matters;
 - (ii) to conduct briefing sessions to inform and to educate the Site Personnel the benefits of the wage payment control measures being implemented under the Contract, in particular the workers' obligations to report wage arrears;
 - (iii) to conduct regular site visits to promote the monitoring system and to establish contacts with Site Personnel to obtain feedback;
 - (iv) to monitor payment of wages and MPF contributions and to assess whether they are made timely by the Contractors and all subcontractors.

For in-house term contracts

- (v) to oversee the setting up and maintenance of a record system on employment contracts, workers attendance, re-deployment, and wage payments.
- (vi) to undertake regular physical checks to verify the accuracy and reliability of the records and to identify irregularities, if any, for early intervention.
- (vii) to establish a simple and user-friendly complaint system, including the operation of a telephone hotline to receive enquiries from Site Personnel on employment matters and to receive reports on wage defaults.
- (viii) to alert the *Engineer's Representative of anomalies and to refer the same to the Contractor for investigation and appropriate follow-up actions.
- (ix) to refer to the *Engineer's Representative and the Labour Department complaints on wage arrears as soon as they are received and to provide necessary assistance to Labour Department to facilitate investigation and/or dispute resolution where appropriate.
- (x) to carry out random attendance checks, and to record and report the findings to the *Engineer's Representative.

(7) The LRO shall have the authority to check and verify the proper operation of the attendance recording system; the records of the system and the records of instruction of payment of the wages and MPF contributions. The Contractor shall provide copies of daily records and instruction records to and assist the LRO in the preparation of the monthly report on payment of the wages and MPF contributions and the log-book records to the *Engineer based on the daily records and instruction records submitted by the Contractor.

(8) The Contractor shall display necessary information on the contact details of the LRO by erecting notices on the Site at prominent locations.

For in-house term contracts

- (9) The Contractor shall establish and maintain a separate telephone line in the *Engineer's site office to be used as a hotline for Site Personnel to report matters of wage disputes to the LRO.
- (10) The Contractor may be required to provide more than one LRO upon written instruction from the *Engineer.
- (11) The *Engineer shall have the authority to order the removal and replacement of the LRO.

Providing Access and Assistance to Visitors

- Y.3 (1) Notwithstanding any other provisions under the Contract, from time to time representatives from established local labour unions and contractors associations may visit the Site to make propaganda for the wage payment arrangement and monitoring process for wage payment under this Contract to the Site Personnel. These representatives may interview the Contractor's Labour Officer and the LRO to ascertain whether there are any difficulties with the monitoring process and offer their assistance where necessary.
- (2) Upon notification from the *Engineer, the Contractor shall provide access and all necessary assistance to these representatives visiting the Site for the said purposes.
- (3) The Contractor shall ensure that his Contractor's all risk and third party liability insurance policies are extended to cover these visitors.

SECTION Z

CASUAL WORKERS

Casual workers Z.1 (1) “Casual Workers” are those Site Personnel who are expected to work on the Site no more than an aggregated total of 7 working days throughout the duration of the Contract Period. The provisions under PS X.2, PS X.5, PS X.7 and PS X.8 shall not apply to Casual Workers. Casual Workers are required to be issued an identification card

For in-house term contracts

and follow the attendance recording system in accordance with PS X.6. Casual Workers will be subject to the full provisions of Section X of this Particular Specification if they are required to work on the Site in excess of an aggregated total of 7 working days throughout the duration of the Contract Period (“7-day restriction”).

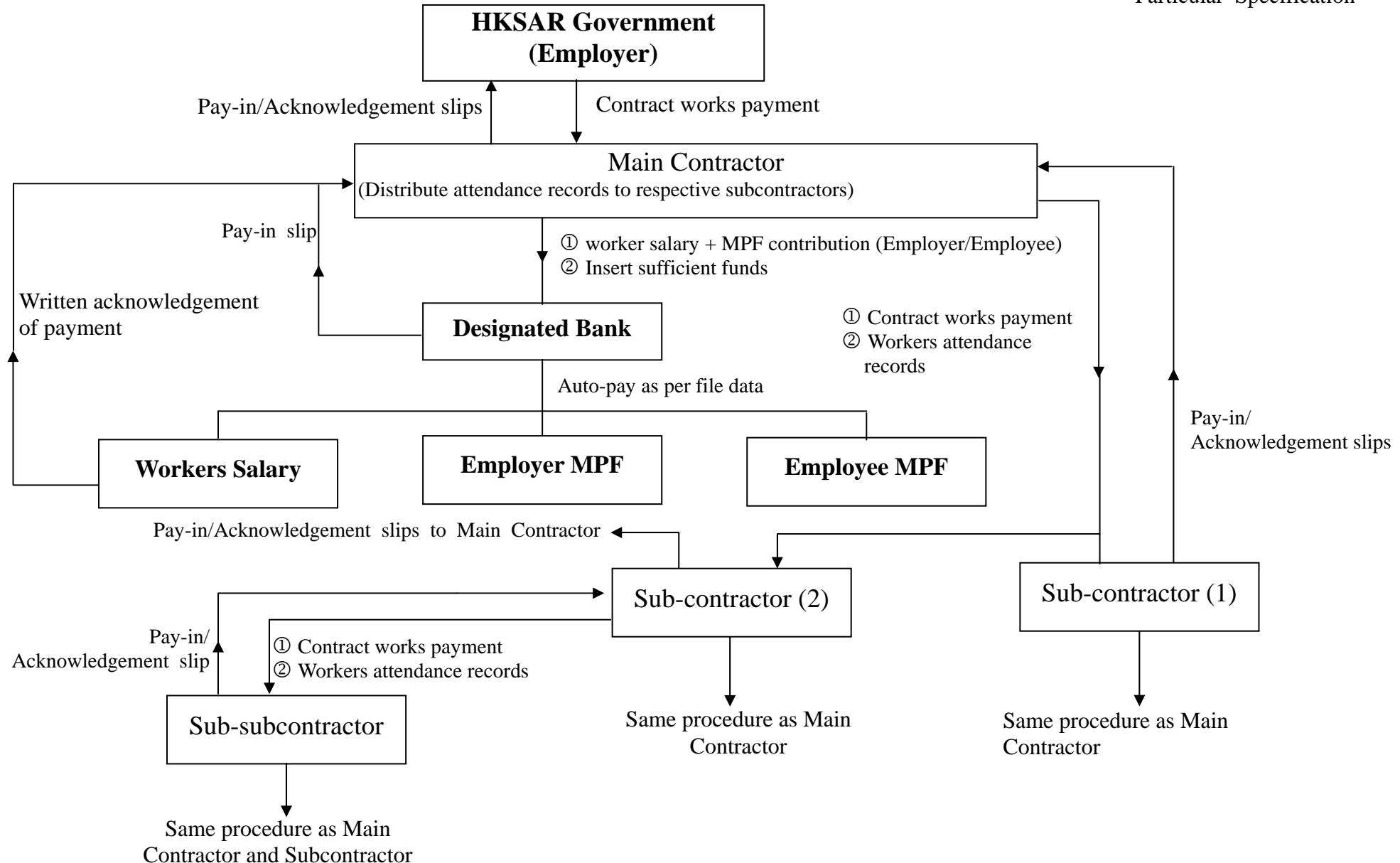
- (2) Wages for the Casual Workers are to be paid daily by personal cash cheques with the subject Casual Worker specified as payee and the cheques shall be immediately due on presentation. The subject Casual Worker shall be required to sign a receipt of acknowledgement of each payment.
- (3) Copies of the following documents shall be submitted to the *Engineer for records:
 - (i) signed acknowledgement of receipt of wage payment from the subject Casual Worker;
 - (ii) the cheque; and
 - (iii) the certified true copy of the bank statement showing the cash withdrawal.

Copies of (i) and (ii) above shall be submitted the day immediately following the subject payday referred to in sub-clause (2) of this Clause. Copies of (iii) above shall be submitted as soon as they are available.

- (4) The 7-day restriction under sub-clause (1) of this Clause may be relaxed subject to prior approval in writing from the *Engineer if the *Engineer is satisfied that there are reasonable grounds for not complying with the full requirements under Section X of this Particular Specification for the subject Casual Worker.

*"Engineer" shall be replaced by "Maintenance Surveyor" as appropriate.

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Workers Payment ArrangementsAppendix [#] to
Particular Specification

For in-house term contracts

Appendix [##] to
Particular Specification

Employment of Labour Relations Officer

1. The Contractor shall make their own arrangement to employ person to fill the post on the Labour Relations Officer (LRO) who meets the minimum qualifications and experience requirements and are competent to carry out the respective duties stipulated in the Contract. The Contractor shall when entering into employment contract with the LRO incorporate in such employment contract the requirements on ethical commitments in SCC[?][#] and on confidentiality of information in SCC[??][#]; and provisions set out in paragraphs 4, 5 and 6 of this Appendix. It is the Contractor's responsibility to verify the qualifications of individual candidates to ascertain if they meet, or their qualifications are equivalent to, the required qualifications for the appointment. Any cost incurred in the process of such verification should be borne by the Contractor.
2. The Contractor shall at no additional cost to the Employer make proper arrangements when LRO is on leave, including sick leave or vacation leave, or for any reasons absent from duties, to ensure that his/her duty is in no way affected by such leave. Notwithstanding the foregoing, if the LRO is on maternity leave or prolonged sick leave, with agreement between the *Engineer/Maintenance Surveyor and the Contractor, a temporary staff with equivalent qualifications and experience could be employed to take up the duties of the LRO for the period concerned. The Contractor shall be reimbursed the cost for employing such temporary staff in the same manner as for the LRO.
3. The employment terms of LRO shall not exceed those stipulated in the ANNEX. The Contractor shall seek the *Engineer/Maintenance Surveyor's approval on the salary, end-of-contract gratuity, annual rate of vacation leave, working period, overtime allowance, medical and dental care allowance and all other fringe benefits before entering or renewing or extending employment contract with the LRO. Any such approval by the *Engineer/Maintenance Surveyor shall take precedence over any other figure, rate or adjustment method specified in the relevant clauses of the Contract for employing the LRO.
4. The LRO shall not be entitled to end-of-contract gratuity if he fails to complete the contract.
5. The *Engineer/Maintenance Surveyor shall have the authority to adjust the salary, end-of-contract gratuity, annual rate of vacation leave, working

[#] SCCs required under ETWB TCW NO. 3/2004 "Ethical Commitment by Consultants and Contractors"

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Appendix [##] to
Particular Specification

period, overtime allowance, medical and dental care allowance and all other fringe benefits of the LRO by making reference to the prevailing Government practices in respect of employment of staff.

6. The salary of the LRO shall be adjusted in line with adjustment in the Government pay scales, which can be upwards or downwards. In case the adjustment is announced in the middle of a financial year, and the adjustment is applied with retrospective effect from the beginning of the financial year, the same shall be applied to determine the reimbursement for the salary of LRO. The Contractor is advised to include in the LRO's employment contract express provisions for such adjustments. If there is downward adjustment in the Government pay scales applied with retrospective effect thus resulting in excess reimbursement to the Contractor, then the excess shall be recovered as a debt from the Contractor through deduction from subsequent reimbursement, or where it is not sufficient for the purpose of such deduction, from monies due to the Contractor under this Contract or any other contracts between the Employer and the Contractor.
7. "LRO new recruits" are those who are not serving LROs. The starting salary of LRO new recruits shall normally be the minimum salary point of the pay scale as shown in the ANNEX. Subject to agreement of the Employer, incremental credit for experience (ICE) may be granted for LRO new recruits. "Serving LROs" means those who are being employed by contractors in serving as LROs under public works contracts which are managed by works departments, or those who change employment with a break in service not exceeding a consecutive period of 12 months immediately before the follow-on employment as LROs by the contractors. For the avoidance of doubt, a LRO employed by contractors under public works contracts not being paid under this direct reimbursement system is not classified as a serving LRO.
8. Entry pay of a serving LRO shall be the salary point of the last month of his most recent employment as LRO by contractors under public works contracts being managed by works departments.

*Delete as appropriate

For in-house term contracts**ANNEX****Employment Terms of Labour Relations Officer****(Direct employed by Contractor)**

	Aspects	Terms
1.	Basic Salary	<ul style="list-style-type: none"> (i) Pay scale: MPS 3 (minimum) – MPS 15 (maximum) Subject to agreement of the Employer, incremental credit for relevant experience may be granted. (ii) One incremental point for one complete year of services
2.	Working Periods	<ul style="list-style-type: none"> (i) Working days in a week – 5 1/2 days (ii) Hours of duty in a week – 44 hours gross (i.e. including lunch break) (iii) Normal hours of attendance:- Mon-Fri: 9:00-17:00 Saturday: 9:00-13:00 (iv) Leave on General Holiday
3.	End-of-Contract Gratuity and Mandatory Provident Fund (“MPF”)	<ul style="list-style-type: none"> (i) End-of-contract gratuity – 5% of basic salary (ii) Employer’s contribution to MPF – 5% of LRO’s relevant income as defined under Cap 485 or at \$1,000 per month, whichever is the lesser
4.	Hourly Rate of Overtime Allowance	<ul style="list-style-type: none"> (i) Basic salary for the month divided by 140 for the first 150 hours of overtime for a calendar month (however, the hourly rate in respect of first four hours overtime in any week for which an allowance may be claimed is 1/210 of the basic salary of the month); and (ii) Basic salary for the month divided by 210 for his/her overtime exceeding 150 hours for the calendar month.
5	Reimbursement of Medical and Dental Care (including dependent family members i.e. spouse and children)	Not exceeding \$15,000 per calendar year.
6.	Vacation Leave	<ul style="list-style-type: none"> (i) MPS 3 - 13: Not exceeding 14 days per year (ii) MPS 14 - 15: Not exceeding 18 days per year
7.	Requirement of Sick Leave Certificate(s)	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.

**For consultant-administered and in-house capital works contracts
which tenders will be invited on or after 1 September 2012**

**SCC[xx] : Reimbursement of Contractor's and Sub-contractors' Contributions
to Mandatory Provident Fund for their Site Personnel**

- (1) Except as provided for the Contractor's and sub-contractors' mandatory contribution elsewhere in the Contract and subject to sub-clause (2) of this Clause, the Engineer/Surveyor* shall ascertain and certify for payment in accordance with General Conditions of Contract Clause 79, the amount of the Contractor's mandatory contribution under the Mandatory Provident Fund Schemes Ordinance ("Cap. 485") and the sum equivalent to the amount of mandatory contribution under Cap. 485 by sub-contractors, for the Site Personnel under the Contract, based on the instruction records as specified in Particular Specification Section X.
- (2) (a) The Employer shall not be liable to make reimbursement to the Contractor any amount or sum equivalent to the amount relating to the employer's mandatory provident fund for the Site Personnel under the Contract other than the amount and sum certified by the Engineer/Surveyor* pursuant to sub-clause (1) of this Clause.
(b) The Employer shall not be liable to pay the Contractor any of the part of Contractor's mandatory contribution under Cap 485 and any of the sum equivalent to the amount of mandatory contribution under Cap. 485 by sub-contractors for any Site Personnel under the Contract which exceeds the Provisional Sum for reimbursement of employer's mandatory contributions under Cap 485 allowed for in the Contract.
- (3) For the avoidance of doubt and subject to sub-clause (2) of this Clause, the Employer shall only be liable to pay the Contractor the amount or the sum equivalent to the amount of mandatory contribution under Cap 485 in respect of a relevant member of the Site Personnel under the Contract for the relevant contribution period.
- (4) Notwithstanding General Conditions of Contract Clause 68, the Contractor and his sub-contractors are not entitled to any profit and administration cost including overheads cost, whether on or off the Site, for the reimbursement made under this Clause.
- (5) For the purposes of this Clause, "sub-contractors" shall mean sub-contractors of all tiers including Specialist Contractors and Nominated Sub-contractors.

* Delete as appropriate.

**For consultant-administered and in-house capital works contracts
which tenders will be invited on or after 1 September 2012**

SCC[Y] : Sub-contract conditions

- (1) Without prejudice to the generality of General Conditions of Contract Clause 4, if any part of the Works is sub-contracted by the Contractor, the Contractor shall ensure that a clause on reimbursement of the sum equivalent to the amount of sub-contractor's contribution to mandatory contribution under the Mandatory Provident Fund Schemes Ordinance Cap 485 for the Site Personnel under the Contract and on payment of wages of Site Personnel in the form appearing in the Annex hereto is included in all sub-contracts entered into with the Contractor. For sub-contractors at any lower tier of sub-contracting, the Contractor shall take all reasonable steps to ensure that such clause in the form appearing in the Annex hereto is included in all sub-contracts at lower tiers of sub-contracting.
- (2) The Contractor shall ensure that all sub-contractors engaged by the Contractor who are involved in the Contract shall include, observe and comply with the provisions which are in the terms of Clause [A] in the Annex in the relevant sub-contracts. For sub-contractors at any lower tier of sub-contracting, the Contractor shall take all reasonable steps to ensure that sub-contractors who are involved in the relevant sub-contracts of the Contract shall include, observe and comply with the provisions in the relevant sub-contracts which are mutatis mutandis in the terms of Clause [A].
- (3) The Contractor shall submit copies of the relevant sub-contracts of the Contract to the Engineer / Surveyor* for the purpose of checking if the sub-contract provisions referred to in sub-clauses (1) and (2) of this Clause are included in the relevant sub-contracts as required under sub-clauses (1) and (2) of the Clause. Upon request by the Engineer / Surveyor, the Contractor shall provide the original documents of the relevant sub-contracts for inspection by the Engineer / Surveyor*.
- (4) The Contractor shall comply with and shall ensure that all sub-contractors engaged by the Contractor shall comply with the provisions of this Clause; and shall, if necessary, within reasonable time enter into a supplemental agreement with his sub-contractor to ensure that the sub-contract complies with the requirements in sub-clauses (1) and (2) of this Clause and shall take all reasonable steps to ensure that sub-contractors at any lower tier of sub-contracting shall include, observe and enter into a supplemental agreement if necessary and as required under this sub-clause.
- (5) If the Contractor or any of the sub-contractors (irrespective of any tier) fails to comply with the provisions of this Clause, the Engineer / Surveyor* shall, without prejudice to any other rights and remedies, have full power to order the removal of the sub-contractor from the Site and/or the Works.

* Delete as appropriate

**For consultant-administered and in-house capital works contracts
which tenders will be invited on or after 1 September 2012**

ANNEX

**Draft Clause on reimbursement of the sum equivalent to
the amount of sub-contractor's contribution to mandatory contribution
under the Mandatory Provident Fund Schemes Ordinance Cap 485 for the
Site Personnel and on payment of wages of Site Personnel**

[Example : The Government enters into the Contract with the main Contractor.

The main Contractor then subcontracts to the sub-contractor at the first tier, who in turn further sub-contracts to the sub-contractor at the second tier;

- : in the first sub-contract between the main Contractor and the sub-contractor at the first tier, in Clause A below, “the Contractor” means the main Contractor, and “the Sub-contractor” means the sub-contractor at the first tier;**
- : in the second sub-contract between the sub-contractor at the first tier and the sub-contractor at the second tier, in Clause A below, “the Contractor” means the sub-contractor at the first tier, and “the Sub-contractor” means the sub-contractor at the second tier]**

Clause [A]

(1) In this Sub-contract the following words and expressions shall have the meanings hereby assigned to them except when the context otherwise requires :-

- (i) “Contract” means the main contract (set out (Reference / Contract No.) made between the Employer and the main Contractor;
- (ii) “main Contractor” refers to the contractor who has entered into the Contract with the Employer;
- (iii) “Employer” means the Government of the Hong Kong Special Administrative Region;
- (iv) “Engineer / Surveyor*” means the Engineer / Surveyor* of the Contract and as defined in the Contract;
- (v) (Not Used)
- (vi) “Site” means the Site as defined in the Contract;
- (vii) “Site Personnel” means the Site Personnel engaged by the Sub-contractor or his sub-contractors at lower tier(s) for the execution of the Works and has the same meaning as defined under Special Conditions of Contract Clause [yy] of the Contract;
- (viii) “Sub-contract” means this agreement;

* Delete as appropriate

**For consultant-administered and in-house capital works contracts
which tenders will be invited on or after 1 September 2012**

- (ix) “Sub-contract sum” means the sum identified as such in the Sub-contract [Schedule of Prices]; and
- (x) “Works” means the Works as defined in the Contract.

(2) (i) Without prejudice to the generality of General Conditions of Contract Clause 4 of the Contract, if any part of the Works is further sub-contracted to any person by the Sub-contractor, the Sub-contractor shall ensure that the relevant provisions under this Clause on reimbursement of the sum equivalent to the amount of sub-contractor’s mandatory contribution under the Mandatory Provident Fund Schemes Ordinance Cap 485 for the Site Personnel and on payment of wages of Site Personnel are included in all lower tier sub-contracts.

(ii) The Sub-contractor shall ensure that all sub-contractors at lower tier(s) shall include, observe and comply with the provisions which are mutatis mutandis in the terms of this Clause [A] in the relevant sub-contracts in the lower tier sub-contract.

(iii) The Sub-contractor shall submit copies of the relevant lower tier sub-contracts of the Contract to the Engineer / Surveyor* for the purpose of checking if the relevant sub-contract provisions referred to in sub-clauses (2)(i) and (2)(ii) of this Clause are included in the relevant lower tier sub-contracts. Upon request by the Engineer / Surveyor*, the Sub-contractor shall provide the original documents of the relevant lower tier sub-contracts for inspection by the Engineer/Surveyor#.

(iv) The Sub-contractor shall comply with and shall ensure that sub-contractors at lower tier(s) shall comply with the provisions of this Clause; and shall, if necessary, within reasonable time enter into a supplemental agreement with his sub-contractor at lower tier to ensure that the lower tier sub-contract complies with the requirements in sub-clause (2)(i) and (2)(ii) of this Clause and shall take all reasonable steps to ensure that sub-contractors at further lower tier of sub-contracting shall include, observe and enter into a supplemental agreement if necessary and as required under this sub-clause 2(iv).

(3) (i) The Contractor shall certify and reimburse in accordance with the payment procedure under the Sub-contract the Sub-contractor the sum equivalent to the amount of mandatory contribution under the Mandatory Provident Fund Schemes Ordinance, Cap. 485 (“Cap 485”) to the employer’s mandatory provident fund for the Site Personnel, based on the instruction records as specified in Particular Specification Section X on “Payment of Wages of Site Personnel” of the Contract (“Particular Specification Section X of the Contract”), a copy of which is also attached hereto.

* Delete as appropriate

**For consultant-administered and in-house capital works contracts
which tenders will be invited on or after 1 September 2012**

- (ii) (a) The Contractor shall not be liable to make reimbursement to the Sub-contractor any sum equivalent to the amount relating to the employer's mandatory provident fund for the Site Personnel other than the sum certified by the Contractor pursuant to sub-clause (3)(i) of this Clause.
- (b) The Contractor shall not be liable to pay the Sub-contractor any of the sum equivalent to the amount of mandatory contribution under Cap. 485 to the employer's mandatory provident fund for any Site Personnel which exceeds the Provisional Sum for reimbursement of employer's mandatory contributions under Cap 485 allowed for in the Contract.
- (iii) For the avoidance of doubt, the Contractor shall only be liable to pay the Sub-contractor the sum equivalent to the amount of mandatory contribution under Cap 485 in respect of a relevant member of the Site Personnel for the relevant contribution period.
- (iv) The Sub-contractor and his sub-contractors at lower tier(s) are not entitled to any profit and administration cost including overheads cost, whether on or off the Site, for the reimbursement made under this Clause.
- (v) The Sub-contractor shall make available certified true copies of the instruction records as specified in Particular Specification Section X of the Contract to the Contractor referred to in this Clause A(3)(i) ~~and if applicable the letter referred to in this Clause A(3)(iii)(b)~~ ^{Supplementary Notes No. 1} for the main Contractor's submission to the Engineer for payment under Special Conditions of Contract Clause [xx] of the Contract and payment of the sum or part of the sum equivalent to the amount of mandatory contribution under Cap 485 by the sub-contractors for the Site Personnel under the Contract.

(4) (i) Subject to those Casual Workers referred to in Clause Z.1 (1) of Particular Specification Section Z on "Causal Workers" of the Contract, all Site Personnel shall be engaged in accordance with Clauses X.2 to X.5 of Particular Specification Section X of the Contract. Such Site Personnel shall be engaged with a written employment contract with their respective employers who shall either be the Sub-contractor or any of his sub-contractors at lower tier(s). The terms of the employment contract shall be not less favourable to the terms provided in the Specimen Employment Contract at Appendix [#] to the Special Conditions of Contract of the Contract as far as the Site Personnel are concerned. Payment of wages shall be made at least once per month. Employment contracts which stipulate a payment cycle in less frequent than once per month will not be permitted under the Contract nor under this Sub-contract.

* Delete as appropriate

**For consultant-administered and in-house capital works contracts
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(ii) The Sub-contractor shall ensure that all workers who are self-employed persons engaged to work on the Site shall each be covered by a personal accident insurance plan with a minimum coverage of HK\$1,000,000 by either extending the Sub-contractor's employees compensation insurance policy or his third party liability and all risks insurance policy. Alternatively the Sub-contractor shall arrange a separate personal accident insurance plan for all self-employed workers for a minimum cover of HK\$1,000,000 in the form specified in Appendix [##] to the Special Conditions of Contract of the Contract and shall maintain such policy for the duration of the self-employed workers being engaged in the Contract. The Sub-contractor shall produce evidence of such insurance before the self-employed workers are issued a smart card as described in Particular Specification Section X of the Contract. The Sub-contractor shall inform the Contractor immediately when the insurance policy of a self-employed worker has expired together with evidence showing its renewal as appropriate.

(iii) Lorry drivers engaged for the Works (excluding those lorry drivers engaged by suppliers to deliver material to the Site) may either be a Site Personnel or a self-employed person.

(iv) There is on Site an attendance recording system comprising smart-card cum biometric authentication to record the attendance of all Site Personnel and the Sub-contractor shall verify the information of his Site Personnel entering and leaving the Site in accordance with Particular Specification Section X of the Contract.

(v) Within 14 days of the commencement of the Sub-contract, the Sub-contractor shall make necessary arrangements with a bank to implement the arrangement on payment of wages to Site Personnel in accordance with Particular Specification Section X of the Contract. The Sub-contractor, among others specified in Particular Specification Section X of the Contract,

(a) shall prepare the respective schedules of wages of the Site Personnel employed or engaged by them and the corresponding mandatory contributions under Cap 485 based on the verified data from the smart-card system [or log books] kept by the Contractor and/or the Sub-contractor*;

(b) shall have sufficient funds available in the respective designated bank accounts for the payment of the wages and mandatory contributions under Cap 485 to their respective Site Personnel and ensure that certified true copies of the instruction records are made available to the Engineer / Surveyor*; and

(c) shall submit a written declaration that all Site Personnel's wages

* Delete as appropriate

**For consultant-administered and in-house capital works contracts
which tenders will be invited on or after 1 September 2012**

payable have been paid when he submits the instruction records to the Contractor,

in accordance with Particular Specification Section X of the Contract. Site Personnel who are not able to open a personal bank account in Hong Kong shall be paid by personal cheques in accordance with Particular Specification Section X of the Contract.

- (vi) The Sub-contractor shall acknowledge General Conditions of Contract Clause 4(3) of the Contract that failure to comply with the Particular Specification Section X of the Contract by any of the sub-contractors may render the removal of the Sub-contractor from the Site and/or the Works.
- (vii) The Sub-contractor shall, at quarterly intervals from the date of commencement of this Sub-contract, submit to the Engineer / Surveyor* a letter from the sub-contractor at lower tier to confirm that such sub-contractor has received reimbursement of mandatory contributions and has paid his Site Personnel the contributions in the preceding quarter.

Notes on the use of Hand Geometry for Monitoring Payment of Wages to Site Personnel

Background

Back in February 2005, in response to increasing complaints on non-payment of workers' wages in the construction industry, a Working Group was set up to undertake a review on Government's contractual arrangements to ascertain if some control measures could be incorporated into the works contract to alleviate the problem. Members of the Working Group comprised representatives from the then Environment, Transport and Works Bureau, works departments, contractors' associations and workers' unions.

Assessment of options

2. An important part of the contract measures¹ is to mandate the contractor to keep accurate attendance records of his site personnel, based on which the wages can be readily determined. In view of a large number of site personnel working on the construction site, an efficient attendance recording system should be specified to verify the identity of the site personnel entering and leaving the site as well as to record the respective times without unduly interrupting the site activities. These specific requirements favour the use of a smart card system over the conventional log book recording system which takes a much longer time to record the required data and process them afterwards. Such manual system is also prone to human errors, possible abuses and hence potential disputes.

3. Like other smart cards, the identity of the card holder is required to be verified by the card reader at the same time when the site personnel enters or leaves the site. The use of password for identification has been ruled out as it can be disclosed to a third party who can falsify the identification. The option of checking the identity of the card holder by the photograph printed on the smart card is also considered to be impracticable in view of the large number of site personnel entering or leaving the site at the same time. Biometric authentication is considered to be the

¹ The measures include installing smart card cum biometric authentication systems at construction sites to keep attendance records of site personnel; requiring site personnel to enter into written employment contracts with their employers; arranging for bank auto-payment in respect of wages and MPF contributions and requiring employment of Labour Relations Officers (LRO) to handle employment matters and to monitor payment of wages and MPF contribution

most pragmatic option that suits the purpose as it can be completed within a few seconds. Amongst the common types of biometrics available for identification purpose, the hand geometry option is chosen as it is much less privacy intrusive than fingerprints.

4. After weighing the pros and cons of various alternatives, the Working Group considered that the smart card system cum authentication by hand geometry data is not only a realistic but also comparatively less intrusive system for use. The workers' unions in particular have provided support on the way the attendance records are compiled and agreed that the site personnel's hand geometry data to be collected are adequate but not excessive in relation to the collection purpose. A package of contract measures including the smart card system was subsequently adopted to prevent non-payment of wages. Since May 2006, the agreed contract measures have gradually been implemented in public works projects in order to ensure security of wage payment to site personnel employed by the contractors as well as their sub-contractors. These measures have proved to be efficient in operation as well as effective in preventing non-payment of wages and in resolving disputes on wage arrears.

Site Personnel's obligation

5. In view of the importance of keeping comprehensive attendance records to avoid potential disputes on payment of wages, the site personnel are obligatory to supply the hand geometry data to facilitate the compilation of reliable and accurate attendance records based on which the wages can be calculated without argument. Pursuant to the Data Protection Principle 1 of the Personal Data (Privacy) Ordinance (PDPO), the site personnel should be implicitly or explicitly informed that it is obligatory for them to supply the personal data including hand geometry data and the consequences for them if they fail to supply the data. Furthermore, they should be explicitly informed of the purpose for which the data are to be used and the classes of persons to whom the data may be transferred. The foregoing would be made clear to the site personnel in the Notes about Personal Data annexed to their employment contracts. The site personnel would be explicitly informed that it is obligatory for them to supply their hand geometry data and if they fail to do so, their rights may be prejudiced in any future employment disputes with their employer. Copies of the English and Chinese versions of the sample Employment Contract are enclosed at **Annexes C and D**.

Data handling

6. As far as the contractor is concerned, he is obliged under the General Conditions of Contract to conform in all respects with the provisions of any enactment and any additions or amendments thereto during the continuance of the works. The contractor is required to observe and comply with the provisions of the PDPO in the handling of hand geometry data collected from the site personnel with respect to the use and security of personal data collected from the site personnel.
7. Site supervisory staff should also observe and follow the principles and guidelines on complying with the PDPO as set out under the respective internal circulars of the works departments.

Appendix [#] to Special Conditions of Contract

Specimen Employment Contract

Please read the notes overleaf and then complete the contract properly before providing photocopies for execution by the Employer and the Employee.

Please put a ✓ in the appropriate box.

- * (Please delete as appropriate.)
- ** (If the Employee is required to work at the construction site of the Main Contractor who hires his Employer, details about the Main Contractor must be provided in the supplementary notes.)
- *** (Wages shall be referred to those as defined under section 2 of the Employment Ordinance (Cap. 57). All remuneration, earnings, allowances, etc. payable to the Employee in respect of work to be done under this employment contract, including but not limited to, basic wages, allowances, overtime pay and bonuses, regardless of their payment being made on a periodic or milestone basis, shall be stated with details of criteria and calculation of payment.)

Simplified Employment Contract (No:)

This contract of employment is entered into between _____
 (hereinafter referred to as 'Employer') _____
 (address and telephone number of the Employer) and * Mr / Mrs / Ms _____
 (hereinafter referred to as 'Employee') on _____ (Please enter the date) [on] [with] the terms and conditions of employment set out below :

1. Commencement of Employment Effective from _____ (Please enter the date)

2. Probation Period No / Yes _____ * day(s) / month(s)

3. Position Employed _____ **4. Place of Work**** _____

5. Working Hours From _____ hours to _____ hours (_____ days per week)

6. Wages***

Basic wages \$ _____ per * day / month / job

Bonus(es) and others _____
 (details of criteria and calculation of payment, if any)

Other allowance(s) _____
 (details of criteria and calculation of payment, if any)

Overtime pay At the rate of \$ _____ * per hour / day / job
 At the rate according to * 1 / 1.5 / 2 times of normal wages

<u>Payment of wages & Wage period(s)</u>	<u>Payment of wages</u>	<u>Wage Period(s)</u>
	<input type="checkbox"/> every day	each day
	<input type="checkbox"/> every month on the ____ day of the month	From the ____ day of *the preceding month / the month to the ____ day of *the preceding month / the month (both dates inclusive)

Twice monthly on
 (i) the __ day and (i) From the __ day of *the preceding month / the month to the __ day of *the preceding month / the month (both dates inclusive)

(ii) the __ day of the month (ii) From the __ day of *the preceding month / the month to the __ day of the month (both dates inclusive)

In accordance with the Employment Ordinance, wages shall become due on the expiry of the last day of the wage period and shall be paid as soon as practicable but in any case not later than 7 days thereafter.

7. Termination of Employment Contract A notice period of _____ * day(s) / month(s) or an equivalent amount of wages in lieu of the notice period.
 During the probation period of _____ * day(s) / month(s), no notice or wages in lieu of notice are required whereas a notice period of _____ * day(s) / month(s) or an equivalent amount of wages for the notice period is to be given after the first month.

8. Annuity No Yes: (i) An amount equal to _____ month's/months' *basic / normal wages upon completion of each * calendar / lunar year.
 (ii) Payment is to be made on _____.

9. Mandatory Provident Fund Scheme According to the Mandatory Provident Fund Schemes Ordinance (the Ordinance), other than exempt persons, the employers must make arrangement for employees aged 18 or above and below 65 to join a registered Mandatory Provident Fund Scheme (the Scheme). When the employee has been enrolled in the Scheme, as required under the Ordinance, the employer must deduct from the employee's income as the employee's mandatory contribution and pay the employer's contribution from the employer's own funds to the Scheme. As required under the Ordinance, an Employer shall make employer's contributions timely to the Scheme for his employee's benefit.

For the purposes of the Ordinance, 'casual employees' refers to relevant employees who are employed in the catering and construction industries on a day-to-day basis or for a fixed period of less than 60 days.

The employee *is / is not a casual employee for the purposes of the Ordinance.

10. Autopay Payment of wages and annuity, if any, are to be made via autopay through the Employer's designated bank. The Employee may open an account with the Employer's designated bank or any other bank for the purpose of this [autopay] [Clause].

11. Holidays and Leave Under the Employment Ordinance and the Employees' Compensation Ordinance, the Employee, if eligible, is entitled to statutory holidays, paid annual leave, sickness allowance, maternity leave, rest days etc and other rights or protection.

12. Work Arrangements during Typhoon and Rainstorm

The Employee *is / is not required to work when typhoon signal no.8 or above is issued. The wage rate is calculated as: _____.

The Employee is required to resume duty if the typhoon signal no.8 is cancelled not less than _____ hours before end of working hours.

The Employee *is / is not required to work when black rainstorm warning is issued. The wage rate is calculated as: _____.

The Employee is required to resume duty if the black rainstorm warning is cancelled not less than _____ hours before end of working hours.

For guidance concerning other arrangements, please refer to the 'Code of Practice in Times of Typhoons and Rainstorms' issued by the Labour Department.

13. Others

In the event of wage arrears, the Employee is required to notify and report to the Labour Relations Officer on site within 7 working days (excluding Sundays and public holidays) upon the incidence to safeguard his interests.

This contract in duplicate consists of pages. The Employer and the Employee hereby declare that they understand thoroughly the above provisions and further agree to sign to abide by such provisions.

Both Employer and the Employee shall each retain a copy of this contract for future reference.

Chop of the Company (if applicable)

Signature of Employee

Signature of

Employer or

Employer's Representative

Name : _____ *Name/Position held : _____

HKID No : _____ HKID No : _____

Date : _____ Date : _____

Correspondence : _____ Correspondence : _____

Address _____ Address _____

_____ _____

Telephone No : _____ Telephone No : _____

**Supplementary Notes
Information of Main Contractor**

Name and address of Main Contractor (Please fill in information of the Main Contractor if the Employee is required to work at the construction site of the Main Contractor who hires his Employer):

(i) _____

Project name and site: _____

Project Commencement Date and Project number (if any): _____

(ii) _____

Project name and site: _____

Project Commencement Date and Project number (if any): _____

(iii) _____

Project name and site: _____

Project Commencement Date and Project number (if any): _____

Notes about Personal Data

Purpose of Collection

- (1) The personal data provided by means of this Employment Contract and biometric data of palm size and shape of the Employee subsequently collected from the Employee for the use of the attendance recording system on site will be used for the following purposes:-
 - (a) regulating fair terms of employment;
 - (b) monitoring and controlling payment of wages;
 - (c) recording and verifying Employee's attendance records;
 - (d) providing proper record for compensation for employment-related injury;
 - (e) ensuring proper Mandatory Provident Fund contribution;
 - (f) providing proper record for compensation for termination of this Employment Contract; and
 - (g) maintaining proper Employee's employment records

Classes of Transferees

(2) The personal data provided by means of this Employment Contract may be disclosed to :-

- (i) Labour Relations Officer(s) on the construction site;
- (ii) personnel in relevant Government Bureaux/Departments handling matters in relation to the above purposes but not limiting to Labour Department and Immigration Department;
- (iii) Mandatory Provident Fund Schemes Authority;
- (iv) Approved trustees by Mandatory Provident Fund Schemes Authority
- (v) the smart-card supplier and the officers in operation of the smart-card system for maintaining an attendance recording system on site;
- (vi) the Employer of the Project;
- (vii) the Engineer/Architect appointed by the Employer of the Project and the Engineer/Architect's Representatives and
- (viii) the Main Contractor and the major sub-contractors of the Project

for the purposes mentioned in paragraph (1) above.

Consequences

(3) The collection of the aforementioned personal data is obligatory and will be used for the purposes mentioned in paragraph (1) above. The consequences of the Employee's failure to provide the data may result in the Employee's rights being prejudiced in any future employment disputes with the Employer and that the Employee's access to the construction site may be denied.

Access to Personal Data and Enquiries

(4) Under the Personal Data (Privacy) Ordinance, Employees have the right to request access to or correction of the personal data provided to the Employer. Employees can contact _____

(Name and Address)

僱傭合約樣本

請先閱讀合約附註及有關說明並填妥合約後影印，然後由僱傭雙方簽署作實。

請在適當的方格內填上✓號。

* (請將不適用者刪去。)

** (如僱員在僱主所屬的大判工程地點工作，必須於附註內填寫有關總承判商(大判)的資料。)

*** (工資應參照僱傭條例(第57章)第2條的有關釋義。所有付給僱員作為該僱員根據其僱傭合約所將要做的工作而能以金錢形式表示的所有報酬、收入、津貼等，不論是按時或按工作里程碑支付，均應註以詳細說明支付條件、計算方法等。此等報酬、收入、津貼等包括並不限於基本薪金、津貼、超時工作工資和獎金。)

簡易僱傭合約 (編號：)

本僱傭合約由 _____ (以下簡稱「僱主」)

(「僱主」地址及電話)

與 _____ *先生/女士 (以下簡稱「僱員」)於 _____

(請填上日期)訂立，雙方同意遵守下列僱傭條款：

1. **受僱日期** 由 _____ 起生效 (請填上日期)

2. **試用期** 無 有，試用期為 _____ * 天/ 月

3. **受僱職位** _____ 4. **工作地點**** _____

5. **工作時間** 每天由 _____ 時至 _____ 時 (每星期 _____ 天)

6. **工資*****

基本薪金 每 *天/ 月/ 件 \$ _____

獎金及其他 _____ (請詳細說明支付條件、計算方法等)

其他津貼 _____ (請詳細說明支付條件、計算方法等)

超時工作工資 工資按 * 每小時/每天/每件 \$ _____ 計算

工資按正常工資 * 1 倍/ 1.5 倍/ 2 倍計算

支付工資及 工資期	支付工資	工資期
	<input type="checkbox"/> 每日支付	每日
	<input type="checkbox"/> 於每月 _____ 日支付	由 *上一個/當月 _____ 日起, 直至 *上一個/當月 _____ 日 (包括首尾兩天)
	<input type="checkbox"/> 每月兩次	
	(i) 於每月 _____ 日支付及	(i) 由 *上一個/當月 _____ 日起, 直至 *上一個/當月 _____ 日 (包括首尾兩天)
	(ii) 於每月 _____ 日支付	(ii) 由 *上一個/當月 _____ 日起, 直至當月 _____ 日 (包括首尾兩天)

根據《僱傭條例》的規定，工資在工資期最後一天完結時即到期支付，須在切實可行範圍內盡快支付，但在任何情況下不得遲於工資期屆滿後7天支付。

7. **終止僱傭合約** 紿予對方通知期為 _____ *天/月，或支付對方相等於通知期工資的代通知金

試用期為 _____ *天/月，試用期的第一個月內，無需給予通知或代通知金，第一個月後，通知期為 _____ *天/月，或支付對方相等於通知期的工資

8. **年終酬金** 無 有： (i) 僱員每服務滿壹*公/農曆年，可領取 _____ 個月
*基本薪金/正常工資
(ii) 支付日期為 _____

9. **強制性公積金計劃** 根據《強制性公積金計劃條例》的規定，除獲豁免人士外，僱主必須安排18歲或以上至65歲以下的僱員登記成為強制性公積金計劃（簡稱「強積金計劃」）成員。在僱員登記成為強積金計劃成員後，僱主必須從僱員入息中扣除法例規定的款額作為僱員的強制性供款部份，及用其本身的資金向該計劃作出僱主的強制性供款部份，並依照法例的規定準時為僱員向該計劃供款。

就《強制性公積金計劃條例》而言，「臨時僱員」指從事建造業或飲食業，及受僱於該等行業並由僱主按日僱用或僱用一段少於60日的固定期間的有關僱員。

就《強制性公積金計劃條例》而言，僱員 *屬/不屬 臨時僱員。

10. **銀行自動轉賬** 僱員的所有工資及年終酬金（如有）均由僱主安排在僱主指定銀行直接自動轉帳。僱員可選擇在僱主的指定銀行開設戶口或其他銀行開設戶口作自動轉賬用。

11. **假期福利** 按《僱傭條例》、《僱員補償條例》，僱員如符合有關規定，可享有法定假日、有薪年假、疾病津貼、產假和休息日等福利，及其他權益或保障。

12. 颱風或暴雨警告下工作安排

當八號或以上風球生效時，僱員*需要/ 無需上班，工資計算方法是：_____

當八號或以上風球於下班前不少於 _____ 小時前取消，僱員需要上班。

當黑色暴雨警告生效時，僱員*需要/ 無需上班，工資計算方法是：_____

當黑色暴雨警告於下班前不少於 _____ 小時前取消，僱員需要上班。

有關其他安排請參照勞工處刊物「颱風及暴雨警告下的工作守則」為準。

13. 其他

為保障僱員的利益，如有任何欠薪的問題，僱員必須在欠薪日起7個工作天內（星期日及公眾假期除外）向地盤的勞資關係主任匯報及備案。

此合約為一式兩份，共 _____ 張紙。僱主及僱員均清楚明白上述各項內容，並同意簽署作實。
雙方須各自保存合約壹份文本作日後參考之用。

公司印鑑（如適用）

僱員簽署

僱主或其代表簽署

姓名 : _____ *姓名/名稱及職位 : _____

香港身份證號碼 : _____ 香港身分證號碼 : _____

日期 : _____ 日期 : _____

聯絡地址 : _____ 聯絡地址 : _____

聯絡電話 : _____ 聯絡電話 : _____

附註
總承判商（大判）資料

總承判商(大判)名稱及地址(如僱員在僱主所屬的大判工程地點工作，請填寫有關大判的資料):

(i) _____

工程名稱及地點: _____

工程開展日期及工程編號 (如有): _____

(ii) _____

工程名稱及地點: _____

工程開展日期及工程編號 (如有): _____

(iii) _____

工程名稱及地點: _____

工程開展日期及工程編號 (如有): _____

個人資料的說明

收集目的

(1) 在本僱傭合約內僱員所提供的個人資料，以及其後向僱員收集供出勤記錄系統用的其本人生物特徵資料(手掌大小和形狀)，將作下列用途：

- (a) 規管公平的僱用條款；
- (b) 監察和管制工資的繳付；
- (c) 記錄和核實僱員的出勤記錄；
- (d) 為工傷賠償提供準確記錄；
- (e) 確保妥為繳付強制性公積金供款；
- (f) 為終止本僱傭合約而須繳付的賠償提供準確記錄；以及
- (g) 備存妥善的僱員就業記錄。

獲轉交資料的部門和人士

(2) 僱主或會向以下部門和人士披露僱員在本僱傭合約所提供的個人資料：

- (i) 駐工地的勞資關係主任；
- (ii) 處理與上述用途有關事宜的政府決策局／部門，不限於勞工處和入境事務處；

- (iii) 強制性公積金計劃管理局；
- (iv) 獲強制性公積金計劃管理局核准的受託人；
- (v) 智能卡供應商和在工地以智能卡系統備存出勤記錄的系統操作人員；
- (vi) 工程的僱主；
- (vii) 工程的僱主所委派的工程師／建築師和工程師／建築師的代表；以及
- (viii) 工程的總承建商和主要分包商。

以作上文第(1)段所述的用途。

後果

(3) 僱主必須收集上述個人資料，有關資料將會作上文第(1)段所述的用途。僱員如不提供上述資料，日後與僱主發生僱傭糾紛時，其權益可能會受損；而僱員亦可能會被拒進入工地。

查閱個人資料及查詢

(4) 根據《個人資料(私隱)條例》，僱員有權要求查閱或更改已向僱主提供的個人資料。僱員可聯絡 _____

_____。
(姓名及地址)

Appendix [#] to Special Conditions of Contract
Specimen Employment Contract

Please read the notes overleaf and then complete the contract properly before providing photocopies for execution by the Employer and the Employee.

Please put a **✓** in the appropriate box.

- * (Please delete as appropriate.)
- ** (If the Employee is required to work at the construction site of the Main Contractor who hires his Employer, details about the Main Contractor must be provided in the supplementary notes.)
- *** (Wages shall be referred to those as defined under section 2 of the Employment Ordinance (Cap. 57). All remuneration, earnings, allowances, etc. payable to the Employee in respect of work to be done under this employment contract, including but not limited to, basic wages, allowances, overtime pay and bonuses, regardless of their payment being made on a periodic or milestone basis, shall be stated with details of criteria and calculation of payment.)

Simplified Employment Contract (No:)

This contract of employment is entered into between _____
 (hereinafter referred to as 'Employer') _____
 (address and telephone number of the Employer) and * Mr / Mrs / Ms _____
 (hereinafter referred to as 'Employee') on _____ (Please enter the date) [on] [with] the terms and conditions of employment set out below :

1. **Commencement of Employment** Effective from _____ (Please enter the date)

2. **Probation Period** No / Yes _____ * day(s) / month(s)

3. **Position Employed** _____ 4. **Place of Work**** _____

5. **Working Hours** From _____ hours to _____ hours (_____ days per week)

6. **Wages*****

Basic wages \$ _____ per * day / month / job

Bonus(es) and others _____
 (details of criteria and calculation of payment, if any)

Other allowance(s) _____
 (details of criteria and calculation of payment, if any)

Overtime pay At the rate of \$ _____ * per hour / day / job
 At the rate according to * 1 / 1.5 / 2 times of normal wages

<u>Payment of wages & Wage period(s)</u>	<u>Payment of wages</u>	<u>Wage Period(s)</u>
	<input type="checkbox"/> every day	each day
	<input type="checkbox"/> every month on the ____ day of the month	From the ____ day of *the preceding month / the month to the ____ day of *the preceding month / the month (both dates inclusive)

Twice monthly on
 (i) the __ day and (i) From the ____ day of *the preceding month / the month to the ____ day of *the preceding month / the month (both dates inclusive)

(ii) the __ day of the month (ii) From the ____ day of *the preceding month / the month to the ____ day of the month (both dates inclusive)

In accordance with the Employment Ordinance, wages shall become due on the expiry of the last day of the wage period and shall be paid as soon as is practicable but in any case not later than 7 days thereafter.

7. Termination of Employment Contract A notice period of _____ * day(s) / month(s) or an equivalent amount of wages in lieu of the notice period.
 During the probation period of _____ * day(s) / month(s), no notice or wages in lieu of notice are required whereas a notice period of _____ * day(s) / month(s) or an equivalent amount of wages for the notice period is to be given after the first month.

8. Annuity No Yes: (i) An amount equal to _____ month's/months' *basic / normal wages upon completion of each * calendar / lunar year.
 (ii) Payment is to be made on _____.

9. Mandatory Provident Fund Scheme According to the Mandatory Provident Fund Schemes Ordinance (the Ordinance), other than exempt persons, the employers must make arrangement for employees aged 18 or above and below 65 to join a registered Mandatory Provident Fund Scheme (the Scheme). When the employee has been enrolled in the Scheme, as required under the Ordinance, the employer must deduct from the employee's income as the employee's mandatory contribution and pay the employer's contribution from the employer's own funds to the Scheme. As required under the Ordinance, an Employer shall make employer's contributions timely to the Scheme for his employee's benefit.

For the purposes of the Ordinance, 'casual employees' refers to relevant employees who are employed in the catering and construction industries on a day-to-day basis or for a fixed period of less than 60 days.

The employee *is / is not a casual employee for the purposes of the Ordinance.

10. Autopay Payment of wages and annuity, if any, are to be made via autopay through the Employer's designated bank. The Employee may open an account with the Employer's designated bank or any other bank for the purpose of this [autopay] [Clause].

11. Holidays and Leave Under the Employment Ordinance and the Employees' Compensation Ordinance, the Employee, if eligible, is entitled to statutory holidays, paid annual leave, sickness allowance, maternity leave, rest days etc and other rights or protection.

12. Work Arrangements during Typhoon and Rainstorm

The Employee *is / is not required to work when typhoon signal no.8 or above is issued. The wage rate is calculated as: _____.

The Employee is required to resume duty if the typhoon signal no.8 is cancelled not less than _____ hours before end of working hours.

The Employee *is / is not required to work when black rainstorm warning is issued. The wage rate is calculated as: _____.

The Employee is required to resume duty if the black rainstorm warning is cancelled not less than _____ hours before end of working hours.

For guidance concerning other arrangements, please refer to the 'Code of Practice in Times of Typhoons and Rainstorms' issued by the Labour Department.

13. Others

In the event of wage arrears, the Employee is required to notify and report to the Labour Relations Officer on site within 7 working days (excluding Sundays and public holidays) upon the incidence to safeguard his interests.

This contract in duplicate consists of pages. The Employer and the Employee hereby declare that they understand thoroughly the above provisions and further agree to sign to abide by such provisions.

Both Employer and the Employee shall each retain a copy of this contract for future reference.

Chop of the Company (if applicable)

Signature of Employee

Signature of
Employer or
Employer's Representative

Name : _____ *Name/Position held : _____

HKID No : _____ HKID No : _____

Date : _____ Date : _____

Correspondence : _____ Correspondence : _____

Address _____ Address _____

Telephone No : _____ Telephone No : _____

**Supplementary Notes
Information of Main Contractor**

Name and address of Main Contractor (Please fill in information of the Main Contractor if the Employee is required to work at the construction site of the Main Contractor who hires his Employer):

(i) _____

Project name and site: _____

—

Project Commencement Date and Project number (if any): _____

(ii) _____

Project name and
site: _____

Project Commencement Date and Project number (if any): _____

(iii) _____

Project name and site: _____

Project Commencement Date and Project number (if any): _____

Notes about Personal Data

Purpose of Collection

- (1) The personal data provided by means of this Employment Contract from the Employee for the use of the attendance recording system on site will be used for the following purposes:-
 - (a) regulating fair terms of employment;
 - (b) monitoring and controlling payment of wages;
 - (c) recording and verifying Employee's attendance records;
 - (d) providing proper record for compensation for employment-related injury;
 - (e) ensuring proper Mandatory Provident Fund contribution;
 - (f) providing proper record for compensation for termination of this Employment Contract; and
 - (g) maintaining proper Employee's employment records

Classes of Transferees

(2) The personal data provided by means of this Employment Contract may be disclosed to :-

- (i) Labour Relations Officer(s) on the construction site;
- (ii) personnel in relevant Government Bureaux/Departments handling matters in relation to the above purposes but not limiting to Labour Department and Immigration Department;
- (iii) Mandatory Provident Fund Schemes Authority;
- (iv) Approved trustees by Mandatory Provident Fund Schemes Authority
- (v) the Employer of the Project;
- (vi) the Engineer/Architect appointed by the Employer of the Project and the Engineer/Architect's Representatives and
- (vii) the Main Contractor and the major sub-contractors of the Project

for the purposes mentioned in paragraph (1) above.

Consequences

(3) The collection of the aforementioned personal data is obligatory and will be used for the purposes mentioned in paragraph (1) above. The consequences of the Employee's failure to provide the data may result in the Employee's rights being prejudiced in any future employment disputes with the Employer and that the Employee's access to the construction site may be denied.

Access to Personal Data and Enquiries

(4) Under the Personal Data (Privacy) Ordinance, Employees have the right to request access to or correction of the personal data provided to the Employer. Employees can contact _____

(Name and Address)

僱傭合約樣本

請先閱讀合約附註及有關說明並填妥合約後影印，然後由僱傭雙方簽署作實。

請在適當的方格內填上✓號。

* (請將不適用者刪去。)

** (如僱員在僱主所屬的大判工程地點工作，必須於附註內填寫有關總承判商(大判)的資料。)

*** (工資應參照僱傭條例（第57章）第2條的有關釋義。所有付給僱員作為該僱員根據其僱傭合約所將要做的工作而能以金錢形式表示的所有報酬、收入、津貼等，不論是按時或按工作里程碑支付，均應註以詳細說明支付條件、計算方法等。此等報酬、收入、津貼等包括但不限於基本薪金、津貼、超時工作工資和獎金。)

簡易僱傭合約（編號： ）

本僱傭合約由 _____ (以下簡稱「僱主」)
 _____ (「僱主」地址及電話)
 與 _____ *先生/女士 (以下簡稱「僱員」)於 _____
 _____ (請填上日期)訂立，雙方同意遵守下列僱傭條款：

1. **受僱日期** 由 _____ 起生效 (請填上日期)

2. **試用期** 無 有，試用期為 _____ * 天/月

3. **受僱職位** _____ 4. **工作地點**** _____

5. **工作時間** 每天由 _____ 時至 _____ 時 (每星期 _____ 天)

6. **工資*****

基本薪金 每 *天/月/件 \$ _____

獎金及其他 _____
 (請詳細說明支付條件、計算方法等)

其他津貼 _____
 (請詳細說明支付條件、計算方法等)

超時工作工資 工資按 * 每小時/每天/每件 \$ _____ 計算

工資按正常工資 * 1 倍/ 1.5 倍/ 2 倍計算

支付工資及 工資期	支付工資	工資期
	<input type="checkbox"/> 每日支付	每日
	<input type="checkbox"/> 於每月 _____ 日支付	由 *上一個/當月 _____ 日起，直至 *上一個/當月 _____ 日 (包括首尾兩天)
	<input type="checkbox"/> 每月兩次	
	(i) 於每月 _____ 日支 付及	(i) 由 *上一個/當月 _____ 日起，直至 *上一 個/當月 _____ 日 (包括首尾兩天)
	(ii) 於每月 _____ 日支 付	(ii) 由 *上一個/當月 _____ 日起，直至當 月 _____ 日 (包括首尾兩天)

根據《僱傭條例》的規定，工資在工資期最後一天完結時即到期支付，須在切實可行範圍內盡快支付，但在任何情況下不得遲於工資期屆滿後7天支付。

7. **終止僱傭合約** 紿予對方通知期為 _____ *天/月，或支付對方相等於通知期工資的代通知金

試用期為 _____ *天/月，試用期的第壹個月內，無需給予通知或代通知金，第壹個月後，通知期為 _____ *天/月，或支付對方相等於通知期的工資

8. **年終酬金** 無 有：(i) 僱員每服務滿壹*公/農曆年，可領取 _____ 個月*基本薪金/正常工資
(ii) 支付日期為 _____

9. **強制性公積金計劃** 根據《強制性公積金計劃條例》的規定，除獲豁免人士外，僱主必須安排18歲或以上至65歲以下的僱員登記成為強制性公積金計劃（簡稱「強積金計劃」）成員。在僱員登記成為強積金計劃成員後，僱主必須從僱員入息中扣除法例規定的款額作為僱員的強制性供款部份，及用其本身的資金向該計劃作出僱主的強制性供款部份，並依照法例的規定準時為僱員向該計劃供款。

就《強制性公積金計劃條例》而言，「臨時僱員」指從事建造業或飲食業，及受僱於該等行業並由僱主按日僱用或僱用一段少於60日的固定期間的有關僱員。

就《強制性公積金計劃條例》而言，僱員 *屬/不屬 臨時僱員。

10. **銀行自動轉賬** 僱員的所有工資及年終酬金（如有）均由僱主安排在僱主指定銀行直接自動轉帳。僱員可選擇在僱主的指定銀行開設戶口或其他銀行開設戶口作自動轉賬用。

11. **假期福利** 按《僱傭條例》、《僱員補償條例》，僱員如符合有關規定，可享有法定假日、有薪年假、疾病津貼、產假和休息日等福利，及其他權益或保障。

12. 颱風或暴雨警告下工作安排

當八號或以上風球生效時，僱員*需要/ 無需上班，工資計算方法是：_____

當八號或以上風球於下班前不少於 _____ 小時前取消，僱員需要上班。

當黑色暴雨警告生效時，僱員*需要/ 無需上班，工資計算方法是：_____

當黑色暴雨警告於下班前不少於 _____ 小時前取消，僱員需要上班。

有關其他安排請參照勞工處刊物「颱風及暴雨警告下的工作守則」為準。

13. 其他

為保障僱員的利益，如有任何欠薪的問題，僱員必須在欠薪日起7個工作天內（星期日及公眾假期除外）向地盤的勞資關係主任匯報及備案。

此合約為一式兩份，共 _____ 張紙。僱主及僱員均清楚明白上述各項內容，並同意簽署作實。雙方須各自保存合約壹份文本作日後參考之用。

公司印鑑（如適用）

僱員簽署

僱主或其代表簽署

姓名 : _____ *姓名/名稱及職位 : _____

香港身份證號碼 : _____ 香港身分證號碼 : _____

日期 : _____ 日期 : _____

聯絡地址 : _____ 聯絡地址 : _____

聯絡電話 : _____ 聯絡電話 : _____

附註

總承判商（大判）資料

總承判商(大判)名稱及地址(如僱員在僱主所屬的大判工程地點工作，請填寫有關大判的資料):

(i) _____

工程名稱及地點: _____

工程開展日期及工程編號 (如有): _____

(ii) _____

工程名稱及地點: _____

工程開展日期及工程編號 (如有): _____

(iii) _____

工程名稱及地點: _____

工程開展日期及工程編號 (如有): _____

個人資料的說明

收集目的

(1) 在本僱傭合約內僱員所提供的個人資料，將作下列用途：

- (a) 規管公平的僱用條款；
- (b) 監察和管制工資的繳付；
- (c) 記錄和核實僱員的出勤記錄；
- (d) 為工傷賠償提供準確記錄；
- (e) 確保妥為繳付強制性公積金供款；
- (f) 為終止本僱傭合約而須繳付的賠償提供準確記錄；以及
- (g) 備存妥善的僱員就業記錄。

獲轉交資料的部門和人士

(2) 僱主或會向以下部門和人士披露僱員在本僱傭合約所提供的個人資料：

- (i) 駐工地的勞資關係主任；
- (ii) 處理與上述用途有關事宜的政府決策局／部門，不限於勞工處和入境事務處；
- (iii) 強制性公積金計劃管理局；
- (iv) 獲強制性公積金計劃管理局核准的受託人；
- (~~v~~^{vi}) 工程的僱主；
- (~~vii~~^{vi}) 工程的僱主所委派的工程師／建築師和工程師／建築師的代表；以及
- (~~viii~~^{vii}) 工程的總承建商和主要分包商。Supplementary Notes No. 1

以作上文第(1)段所述的用途。

後果

(3) 僱主必須收集上述個人資料，有關資料將會作上文第(1)段所述的用途。僱員如不提供上述資料，日後與僱主發生僱傭糾紛時，其權益可能會受損；而僱員亦可能會被拒進入工地。

查閱個人資料及查詢

(4) 根據《個人資料(私隱)條例》，僱員有權要求查閱或更改已向僱主提供的個人資料。僱員可聯絡 _____

_____。
_____。

(姓名及地址)

**Specimen Application for
Exemption of Provision of Employment Contracts,
Record of Wage Payment and Record of MPF Contribution**

TO WHOM IT MAY CONCERN

Contract No.:

Contract Title:

Application for exempted submission of employment contracts, record of wage payment and record of MPF contribution as required under PS Clauses X.2, X.7 and X.8

We, the undersigned, hereby declare that the following named Site Personnel is/are under direct employment of the undersigned for the above Contract.

- * We declare the following named is/are administration personnel based in the headquarters of the undersigned.
- * We enclose herewith an organisation chart showing that the following named is a/are member(s) of the Contractor's Management Team as specified in SCC[X].
- * We enclose herewith an organization chart showing that the following named is the sole supervisor in-charge of the undersigned. *[for first-tier sub-contractors only]*
- * We declare that the following named is/are employed on monthly salary basis with monthly income exceeding the maximum level of relevant income under the Mandatory Provident Fund Schemes Ordinance, Cap 485.

Name in English & Chinese	Position held	Signature of the named, hereby confirming that the named refuses to disclose his/her employment contract, and information related to wage payment and MPF contribution to the Engineer / Architect* for the purpose of wage and MPF contribution payment monitoring by the Engineer / Architect*.

Name of Contractor / Subcontractor : _____

Chop of the Company (if applicable) : _____

Signature of a Person authorized to sign contracts on behalf of the Contractor / Subcontractor : _____

Name of the Person : _____

Position held by the Person: : _____

Date : _____

* *Delete as appropriate*

Specimen Declaration of Receipt of Wage Payment and MPF Contributions from the Employer

TO WHOM IT MAY CONCERN

Contract No.:

Contract Title:

Declaration of Receipt of Wage Payment and MPF Contributions from the Employer
(for the payment cycle from _____ to _____)

I/We, the following named, hereby declare that, for the purpose of this Contract, I/we refuse to disclose my/our employment contract(s), and information related to wage payment and MPF contributions to the Engineer / Architect* for the purpose of wage and MPF contributions payment monitoring by the Engineer / Architect*.

I/We, declare and confirm that, for the purpose of this Contract, I/we have received the full wage payment from my/our employer for the above payment cycle.

I/We, declare and confirm that, for the purpose of this Contract, my/our employer has made the mandatory contributions payable to me/us under the Mandatory Provident Fund Schemes Ordinance, Cap 485 to the relevant registered scheme for me/us for the above payment cycle.

Name in English & Chinese	Position held	Signature of the named

Submitted by:

Name of Contractor / Subcontractor : _____

Chop of the Company (if applicable) : _____

Signature of a Person on behalf of the Contractor / Subcontractor : _____

Name of the Person : _____

Position held by the Person: : _____

Date : _____

* *Delete as appropriate*

Serial No.

Monthly Report on Site Personnel's Daily Attendance (Register of IN/OUT Record)

Date:

Contract Title:

Contract No.

Main Contractor:

Sub-contractor:

Sub-let Works:

		Trade	Time	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	No. of Days Worked on the Site Supplementary Notes No. 1		Remarks:
Smart card No:	Employee's Name																																				
ABC001	Chan Ling Ling	in out		08.00 17.00	08.00 17.00	08.00 17.00	08.00 17.00					08.00 17.00	08.00 17.00	08.00 17.00	08.00 17.00					08.00 17.00	08.00 17.00	08.00 17.00									20 days						
ABC002	Chan Yu Yu	in out									08.00 17.00	08.00 17.00	08.00 17.00	08.00 17.00					08.00 17.00	08.00 17.00	08.00 17.00									08.00 17.00	11 days						
ABC003	Su Yu Fong	in out		08.00 17.00	08.00 17.00	08.00 17.00	08.00 17.00	08.00 17.00	08.00 17.00	08.00 17.00	08.00 17.00	08.00 17.00	08.00 17.00	08.00 17.00	08.00 17.00	08.00 17.00	08.00 17.00	08.00 17.00	08.00 17.00	08.00 17.00	08.00 17.00	08.00 17.00	08.00 17.00	08.00 17.00	08.00 17.00	08.00 17.00	08.00 17.00	08.00 17.00	08.00 17.00	27 days							
ABC004	Chan Tai Man	in out																	08.00 17.00	08.00 17.00	08.00 17.00																
		in out																																			
		in out																																			
		in out																																			
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Please note that the attendance records should be

generated by the smart-card computer system instead of manual input. A clear differentiation shall be made for those manually inputted data (e.g. attendance recorded by log-books)

Note

Cells highlighted in yellow mean that either the "IN" time or "OUT" time or both is manually inputted by the Contractor.

The no. of days that the Site Personnel has worked on the Site shall be counted on the basis of 0.5 day or its multiples. "One day" shall be referred to the full period of "Working Hours" per day as specified in the employment contract. If the attendance records show that the Site Personnel has worked for less than 0.5 day on a worked day, the MPF contributions in relation to the worked day shall not be entitled to reimbursement. If the attendance records show that the Site Personnel has worked for 0.5 day or more than 0.5 day but less than a day on a worked day, the MPF contributions reimbursement shall be calculated as if the Site Personnel has worked for 0.5 day.

For example, the "Working Hours" as shown in a Site Personnel's employment contract is from 9:00 am to 5:00 pm (8 hours) per working day. If the attendance records show that the Site Personnel has worked for 3 hours on a day (ie less than 4 hours), the worked day should not be counted for the reimbursement of MPF contributions. If the attendance records show that the Site Personnel has worked for 6 hours on a day (ie less than 8 hours but more than 4 hours), the MPF contributions reimbursement shall be calculated based on the Site Personnel has worked for 0.5 day. If the attendance records show that the Site Personnel has worked for more than 8 hours on a day, the MPF contributions reimbursement shall be calculated based on the Site Personnel has worked for one day. Supplementary Notes No. 1

We confirm that the above attendance records were generated by the smart-card computer system except manually adjusted records indicated by cells highlighted in yellow.

Contractor:

Signature and Chop:

Name: _____

Position:

Date: _____

地盤人員確認收取工資表

Signed Acknowledgements of Receipt of Payment from the Subject Site Personnel

(合約編號：)

序號: _____

第 / 頁

地盤總承建商名稱：

分判商名稱：

(分判項目：)

記錄月份:

工資期: dd /mm/ yyyy - dd /mm/ yyyy

本公司已根據上述地盤及工資期內的「地盤人員發放工資記錄表」(WPM-05_Supplementary Notes No. 1)呈交於 年 月 日，經支票將全部工資支付予以下僱員，並已得到僱員簽署確認收取全部工資。					
僱員姓名	智能咭/員工編號	工作日數#	僱員收取工資日期	支票號碼	備註
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

分判商代表簽署及蓋章: _____

日期:()

備註: # 工作日數應與地盤出閘系統記錄的一致，如工作日數與記錄有不符者，分判商必須加以解釋。

總承建商代表確認簽署: _____

日期:()

地盤人員發放工資記錄表

Schedule of Wages and MPF Contributions of All Site Personnel

序號: _____

第 _____ / 頁

合約編號 :

地盤總承建商名稱 :

分判商名稱 :

(分判項目 : _____)

記錄月份:

工資期: dd /mm/ yyyy - dd /mm/ yyyy

本公司確認下列僱員於上述地盤及工資期內可領取工資的工作日數已全部記錄於本表格中，本公司並會於截糧日期起計七天內發放他們的應得工資。											
	(A) 僱員姓名	(B) 智能咭/員工編號	(C) 在此地盤工 作日數#	(D) 每日 / 每月 工資	(E) 在此地盤工作的 應得工資*	(F) 僱主在此月支付 給僱員的實際總 工資**	(G) 支付工資方式@	(H) 僱主強積金供款	(I) 僱員強積金供款	(J) 僱主職業退休計劃 供款%	(K) 備註
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

分判商代表簽署及蓋章: _____

日期: (_____)

備註: # 工作日數應與地盤出閘系統記錄的一致，如工作日數與記錄有不符者，分判商必須加以解釋。

* 以工人日薪乘以其於本地盤的工作日數 或 以其月薪計算 或 包括[基本工資、加班工作工資、津貼及獎金]等。

** 扣除強積金及其他款項(須於備註列明)，金額應以銀行賬單或支票副本列明為準。假若僱員在此月份於多個地盤工作，則僱主在此月所支附總僱員的總工資將會較欄 (E)所列的為多。

@ 請列明支薪方法，如以支票支薪，須列明支票號碼。如未能以自動轉賬支薪，分判商必須解釋。

% 只適用於由僱主提供，而僱員選擇加入的職業退休計劃(必需獲強積金豁免)。

總承建商代表確認簽署: _____

日期: (_____)

**Specimen Declaration
of Employment and Mandatory Contributions**

TO WHOM IT MAY CONCERN

Contract No.:

Contract Title:

Declaration of Employment and Mandatory Contributions

We, the undersigned, hereby declare that the following named are under direct employment of the undersigned for the above Contract.

We declare and confirm for the purpose of this Contract that our mandatory contributions under the Mandatory Provident Fund Schemes Ordinance, Cap 485 ("the Ordinance") to the relevant registered scheme for each of the following named shall be the amount as determined in accordance with the Ordinance.

We declare and confirm for the purpose of this Contract that the amount of our mandatory contributions under the Ordinance to the relevant registered scheme of the following named shall total to HK\$ _____ per month and the above amount has been paid to the relevant registered scheme of the Site Personnel concerned. Supplementary Notes No. 1.

Name in English & Chinese	Position held

Name of Contractor / Subcontractor : _____

Chop of the Company (if applicable) : _____

Signature of a Person authorized to sign contracts on behalf of the Contractor / Subcontractor : _____

Name of the Person : _____

Position held by the Person: : _____

Date : _____

To: The Manager
THE BANK OF EAST ASIA, LTD.

LETTER OF AUTHORISATION FOR THE MAGNETIC AUTOPAY SERVICE

Please process payments in accordance with our diskette enclosed herewith and debit our account with the total.

Account Number : [REDACTED]

Execution Date : 07/12/2010

Total Amount : \$151,255.00

No. of MAS Transactions : 11

Check Sum : 2bab36edbe

Contact Person and Phone No. : Mr. Fung [REDACTED]

(FOR BANK USE ONLY)

A OFFICER

B OFFICER

BRANCH

REMARKS

Annex F

DATE : 02/12/2010

PAGE : 1

REC. DESTINATION NO. A/C NAME	DESTINATION A/C NUMBER	GROSS AMOUNT	CONTRIBUTION DEDUCTION	TRANSACTION AMOUNT (HK\$)
1 CHAN		18,900.00	945.00	17,955.00
2 CHENG		11,700.00	585.00	11,115.00
3 CHEUNG		16,900.00	845.00	16,055.00
4 CHEUNG		11,700.00	585.00	11,115.00
5 CHOI		19,600.00	975.00	18,625.00
6 FUNG		20,300.00	975.00	19,325.00
7 HAU		3,000.00	0.00	3,000.00
8 HEUNG		10,000.00	500.00	9,500.00
9 LEUNG		7,700.00	385.00	7,315.00
10 WONG		19,600.00	975.00	18,625.00
11 ZHANG		19,600.00	975.00	18,625.00
		TOTAL :		151,255.00
		CHECK SUM :		2bab36edbe

* * * END OF REPORT * * *

AUTOPAY TRANSACTION CHECKLIST

DATE : 02/12/2010
PAGE : 1

COMPANY NAME : [REDACTED] Engineering Company
EXECUTION DATE : 07/12/2010
ACCOUNT NUMBER : - - - - -
ACCOUNT NAME : [REDACTED]
TRANSACTION REF. : Salary
CONTACT PERSON : Mr. Fung [REDACTED]
TELEPHONE NUMBER : [REDACTED]

REC. NO.	DESTINATION A/C Name	DESTINATION A/C NUMBER	TRANSACTION AMOUNT (HK\$)
1	CHAN	[REDACTED]	17,955.00
2	CHENG	[REDACTED]	11,115.00
3	CHEUNG	[REDACTED]	16,055.00
4	CHEUNG	[REDACTED]	11,115.00
5	CHOI	[REDACTED]	18,625.00
6	FUNG	[REDACTED]	19,325.00
7	HAU	[REDACTED]	3,000.00
8	HEUNG	[REDACTED]	9,500.00
9	LEUNG	[REDACTED]	7,315.00
10	WONG	[REDACTED]	18,625.00
11	ZHANG	[REDACTED]	18,625.00

TOTAL NUMBER OF TRANSACTION
TOTAL TRANSACTION AMOUNT

11
151,255.00

* * * END OF REPORT * * *



中國銀行(香港)
BANK OF CHINA (HONG KONG)

TEXACO ROAD BRANCH

012/375/0

LIMITED

WORKSHOP B4 14/F BLK B
TEXACO RD IND CTR
14-22 HANG LUNG ST TSUEN WAN NT

客户號 CUSTOMER NO.	012-1611071-2
帳號 A/C NO.	012-359-0-000706-2
貨幣 CURRENCY	HKD

帳戶結單
STATEMENT OF ACCOUNT

頁數
PAGE: 1

STATEMENT OF ACCOUNT					PAGE: 1
日期 DATE	摘要 DETAILS	支出 WITHDRAWALS	收入 DEPOSITS	结餘 BALANCE	
2010/11/25			承上結餘 BALANCE BROUGHT FORWARD		

2010/11/25

承上續餘
BALANCE BROUGHT FORWARD

2010/12/07	CCQ	375403	9,975.00
2010/12/07	CCQ	375404	4,550.00
2010/12/07	CCQ	375405	9,975.00
2010/12/07	CCQ	375406	9,975.00
2010/12/07	CCQ	375407	2,100.00
2010/12/07	CCQ	375408	9,975.00
2010/12/07	CCQ	375409	9,642.50
2010/12/07	CCQ	375410	9,975.00
2010/12/07	CCQ	375411	7,697.50

由香港地政處發售，為三項地契中所指的「地契」，即於 2010 年底由「深基公司」申請登記於地政處的「地契」，地契上列明「深基公司」為「業主」。

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To: The Manager
THE BANK OF EAST ASIA (TRUSTEES) LIMITED (015-514-40-57279-9)

LETTER OF AUTHORISATION FOR THE MPF INDUSTRY SCHEME CONTRIBUTIONS

Please process our diskette enclose herewith and make contribution to Bank of East Asia (Trustees) Limited.

Scheme Number : BAI00005449623

Company Name : [REDACTED] Company

Employer Code : 000

Expected Upload Date : 7 Dec 2010

Payment Method : Debit A/C 015-[REDACTED]76-3

Total Contribution Amount : \$15,640.00

Check Sum : c5a6871fe9

Contact Person : Mr. Fung [REDACTED]

Contact No. : [REDACTED]

(FOR BANK USE ONLY)

Branch	A Officer	B Officer
Remarks : Collection A/C Reference: 99 00005449623.000 Reference File : 309000054496230000000000015.isc		

Annex I

BEA 東亞銀行		Account Withdrawal Form 戸口提款單 <i>Customer's Receipt 客戶收據</i>	
Account No. 戶口號碼 : 015-159-40-400076-3 Account Name 戶口名稱 : ████████ and Build Limited <input checked="" type="checkbox"/> Transfer To 轉賬至 : MPF Payment, 000005449623 <small>We confirm the validated withdrawal transaction(s) is/are duly authorized.</small> <small>本人(簽)茲實已授權銀行辦理上述提款款項。</small>		Currency & Amount 貨幣及金額 : HKD 15,640.00	
<small>Amount being payment of MPF Contribution for your staff as per your instruction.</small>		<small>Filler Supervisor</small>	
<small>Please check the machine validation before leaving the counter. 請於離開櫃檯前，核對以下資料。</small> <small>DATE/REF. 日期/交易碼 TIME/HOUR 時間/小時 ACCT/NAME 戶口名稱 ACCT/NAME 戶口名稱 EXCHANGE REF. 記錄號碼</small>			
07DEC10 51-159-1035031 HKD 15,640.00 159-40-400076-3 CITILINK DESIGN AND BUILD LIMITED 15,640.00 HKD 15,640.00** 000005449623 BEA (MPF) INDUSTRY SCHEME 000003078		<small>VALID ON/DEB. EX/AMOUNT 交易額 BANK REF. 銀行編號</small>	

BEA 東亞銀行		MPF Contribution Pay-In Slip 強積金供款存款單 <i>Customer's Receipt 客戶收據</i>	
Account No. 戶口號碼 : 514-40-57279-9 Account Name 戶口名稱 : BEA (MPF) INDUSTRY SCHEME		<small>Branch 分行</small>	
Cheque No. 支票號碼 : ████████ Drawee Bank 付款銀行 : ████████ <small>BEA (MPF) Industry Scheme 東亞 (強積金) 行業計劃</small>		<small>Currency & Amount 貨幣及金額</small>	
<small>For Self-Employed Person Only 本適用於自僱人士</small> <small>Forces 伍</small> <small>For Self-Employed Person Only 本適用於自僱人士</small> <small>HKD No. 錢票的面額</small> <small>Contact Tel. No. 聯絡電話</small> <small>BEA 000005449623</small>		<small>Check No. 銀票號碼</small> <small>Employer code (if any) 訂立(職業)一欄(生代號(若有))</small> <small>EXCHANGE REF. 記錄號碼</small>	
Cheque Sub-Total 支票合共 : 15,640.00 Cash 現金 : 15,640.00 Transfer From 轉賬 : 159-40-400076-3 Total (In Account Currency) 合共(戶口貨幣) : 15,640.00		<small>Filler Supervisor</small>	
<small>Please check the machine validation before leaving the counter. 請於離開櫃檯前，核對以下資料。</small> <small>DATE/REF. 日期/交易碼 TIME/HOUR 時間/小時 ACCT/NAME 戶口名稱 ACCT/NAME 戶口名稱 EXCHANGE REF. 記錄號碼</small>			
07DEC10 51-159-1035031 HKD 15,640.00 514-40-57279-9 BEA (MPF) INDUSTRY SCHEME 15,640.00 HKD 15,640.00** 9900005449623000 N: 000243804		<small>VALID ON/DEB. EX/AMOUNT 交易額 BANK REF. 銀行編號</small>	



CONFIRMATION OF MPF CONTRIBUTIONS 強積金供款確認書

2011/07/01 - 2011/07/31

Issue date 印刷日期: 2011/08/05

1635

Contribution Period 供款期 : 2011/07/01 to 至 2011/07/31

Scheme registration no. / name 計劃註冊編號 / 名稱 : MT00261/匯豐強積金計劃
 Employer participation no. / 僱主參與編號
 Employer ID / name 僱主編號 / 名稱 : MLY/Monthly - No Classes
 Pay centre ID / name 付款中心編號 / 名稱
 Bill number 賬目號碼
 Payment method 付款方式 : By cheque 支票

Contributions allocation 供款分配:	Employee 僱主 HKD 港元	Total 合計 HKD 港元
Mandatory contributions 強制性供款	3,505.17	7,010.34
Voluntary contributions 自願性供款	0.00	0.00
Total contributions 供款總額	3,505.17	7,010.34

Should you have any enquiries, please contact our HSBC MPF Employer Hotline on 2583 8033.
 如有任何查詢, 請致電強積金雇主熱線2583 8033。

HSBC Life (International) Limited 滙豐人壽保險(國際)有限公司
 Incorporated in Bermuda with limited liability 於百慕達註冊成立之有限公司

Transaction Checklist										Date printed	2 Dec 2010
Service Provider Code	INS	Employer Code		000	Site Code	000	Batch Number	0000015		Page	1
Scheme Number	BAI00005449623	Engineering Company									
Company Name		Cover From	Cover To	Working Cont	Day	Pref	Relevant	Employer contribution	Employee contribution	Net Amount	HKD
ERID/ Passport No.		HKD	HKD	HKD	HKD	HKD	HKD	HKD	HKD	HKD	HKD
MPF A/C No.	Employee Name										
	CHEDUNG [REDACTED]	01 Nov 2010	30 Nov 2010	30	A	16,900.00	345.00	845.00	845.00	16,055.00	
	BAU [REDACTED]	01 Nov 2010	30 Nov 2010	30	A	3,000.00	150.00	0.00	0.00	3,000.00	
	KONG [REDACTED]	01 Nov 2010	30 Nov 2010	30	A	19,600.00	975.00	975.00	975.00	18,625.00	
	CEOT [REDACTED]	01 Nov 2010	30 Nov 2010	30	A	19,600.00	975.00	975.00	975.00	18,625.00	
	FUNG [REDACTED]	01 Nov 2010	30 Nov 2010	30	A	20,300.00	975.00	975.00	975.00	19,325.00	
	ZHANG [REDACTED]	01 Nov 2010	30 Nov 2010	30	A	19,600.00	975.00	975.00	975.00	18,625.00	
	BEUNG [REDACTED]	01 Nov 2010	30 Nov 2010	30	A	10,000.00	500.00	500.00	500.00	9,500.00	
	CHAN [REDACTED]	01 Nov 2010	30 Nov 2010	30	A	18,900.00	945.00	945.00	945.00	17,955.00	
	LEUNG [REDACTED]	01 Nov 2010	30 Nov 2010	30	A	7,700.00	385.00	385.00	385.00	7,315.00	

Transaction Checklist									
Service Provider Code		Site Code		Employer Code		Employer Name		Date printed	
Scheme Number		000		EA100005449623		Engineering Company		batch Number	
Company Name								Page	
HKID/ Passport No.								2 Dec 2010	
MPE A/C No.								0000015	
Employee Name								2	
Cover From		Cover To		Working Cont Day Pref		Relevant Income		Employee contribution	
								HKD	
CHENG [REDACTED]		01 Nov 2010		30 Nov 2010		30 A		11,700.00	
								<u>585.00</u>	
CHEUNG [REDACTED]		01 Nov 2010		30 Nov 2010		30 A		11,700.00	
								<u>585.00</u>	
Total Contribution									
7,895.00									
7,745.00									
151,255.00									
Payment Channel		Branch		Debit A/C					
Payment Method		015-159-30-4000075-3							
Payment Reference									
Upload Date		07 Dec 2010							
Confirmed by (Please sign & chop)									
Remarks : Collection A/C Reference: 99 000005449623 000									
Date _____									



東亞(強積金)行業計劃
BEA (MPF) Industry Scheme

每月供款收據(臨時僱員)
Monthly Contribution Receipt
(Casual Employee)

[REDACTED] Engineering Co.
[REDACTED]

Tuen Mun, N.T.
Attention: Mr. Fung Chun Yu

計劃編號 : EAI00003-H9623
Scheme No.
僱主代號 : 000
Employer Code
計劃貨幣 : 港幣
Scheme Currency HKD
編印日期 : 10/01/2011
Issue Date

供款月份: 2010 年 12 月
For the month of December 2010

供款摘要
Contribution Summary

供款日期 Contribution Date		僱主供款 Employer Contribution	成員供款 Member Contribution
07/12/2010	強制性供款 Mandatory Contribution	7,895.00	7,745.00
總計 Total	強制性供款 Mandatory Contribution	7,895.00	7,745.00

計劃編號 Scheme No.	: RAI00005449623						
僱主代號 Employer Code	: 000						
供款詳情 Details of Contributions							
職級 MPF Account Number	臨時僱員姓名 Casual Employee Name	強制性供款 Mandatory Contribution	自願性供款 Voluntary Contribution				
供款日期 Contribution Date	供款期 Contribution Period	有關入息 ¹ Relevant Income ¹	僱主 Employer	成員 Member	僱主 Employer	成員 Member	備註 Remarks
07/12/2010	Wong [REDACTED]	19,600.00	975.00	975.00	0.00	0.00	
07/12/2010	Choi [REDACTED]	19,600.00	975.00	975.00	0.00	0.00	
07/12/2010	Hau [REDACTED]	3,000.00	150.00	0.00	0.00	0.00	
07/12/2010	Fung [REDACTED]	20,300.00	975.00	975.00	0.00	0.00	
07/12/2010	Cheung [REDACTED]	16,900.00	845.00	845.00	0.00	0.00	
07/12/2010	Zhang [REDACTED]	19,600.00	975.00	975.00	0.00	0.00	
07/12/2010	Cheng [REDACTED]	11,700.00	585.00	585.00	0.00	0.00	
07/12/2010	Cheung [REDACTED]	11,700.00	585.00	585.00	0.00	0.00	
07/12/2010	Heung [REDACTED]	10,000.00	500.00	500.00	0.00	0.00	
07/12/2010	Leng [REDACTED]	7,700.00	385.00	385.00	0.00	0.00	
07/12/2010	Clash [REDACTED]	18,900.00	945.00	945.00	0.00	0.00	
總供款 Total Contributions:		7,895.00	7,745.00	0.00	0.00		



東亞(強積金)行業計劃
BEA (MPF) Industry Scheme

每月供款收據(臨時僱員)
Monthly Contribution Receipt
(Casual Employee)

計劃編號 Scheme No.	: E.A00005449623
僱主代號 Employer Code	: 000

Any casual employee not enrolled in the BEA (MPF) Industry Scheme is marked with the symbol "#" on this Employer's Monthly Contribution Receipt. Please enrol such employees in the BEA (MPF) Industry Scheme as soon as possible by downloading the Casual Employee Membership Application Form TR39 at www.hkbea.com or by calling the BEA (MPF) Hotline on 2211 1777.

此每月供款收據上印有 '#' 符號的臨時僱員尚未參加東亞(強積金)行業計劃。請盡快協助他們提交申請表格。臨時僱員申請表格 (TR39) 可於東亞銀行網頁 www.hkbea.com 內下載或致電東亞(強積金)熱綫 : 2211 1777 索取。

註釋 Notes

0.00 代表欠缺有關入息資料

0.00 will be shown if no information on relevant income is received.

N-供款附加費
S- Surcharge

東亞財信(信託)有限公司 Bank of East Asia (Trustees) Limited 香港九龍觀塘鴻圖道四一八號創紀之城五期 32nd Floor, BEA Tower, Millennium City 5, 418 Kwan Tong Road, 東亞銀行中心三十二樓 Kwan Tong, Kowloon, Hong Kong 東亞(強積金)熱綫 BEA (MPF) Hotline: 2211 1777 東亞銀行網址 BEA Website: www.hkbea.com
