

**PARTICULAR SPECIFICATION PS.G13**

**Monitoring of Wage Payment to Site Personnel**

**Particular Specification for Monitoring of Wage Payment to Site Personnel**

**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 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 Architect from time to time) given in Appendix SCC.I 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 contract of each Site Personnel shall be made available to the Architect or the Architect’s Representative for inspection if so requested by the Architect or the Architect’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 Architect or the Architect’s Representative for inspection if so requested by the Architect or the Architect’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 SCC.I to the Special Conditions of Contract.

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

- X.3 (1) In accordance with SCC94, 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 Architect or the Architect's Representative for inspection if so requested by the Architect or the Architect'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 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 Architect 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 Architect, 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 Clauses X.7 and X.8 of this Particular Specification. Copies of the following documents shall be submitted to the Architect for records:
- (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.

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 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 Architect, 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 Architect the details of the system and the name and details of the specialist provider for the Architect’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 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 Architect.
- (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 Architect. 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 two number of portable pocket personal computer, which can be synchronized with the master system data bank and is capable of recording, verifying and updating the information of the Site Personnel and self-employed workers for the use of the Architect. The Contractor's portable pocket personal computer shall be approved by the Architect 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 Architect, 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 book 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 records shall be submitted to the Architect 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 book kept by the Contractor. A copy of such schedule shall be submitted to the Architect 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 smart-card system or log book kept by the Contractor. A copy of these schedules shall be made available to the Architect 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 Architect.
- (2) The Contractor shall ensure that his sub-contractors, of all tiers, has sufficient funds available in the respective designated bank account 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 Architect.
- (3) A flow chart illustrating the payment arrangements is in Appendix “A” 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, 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 Architect. 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: -
- (a) attaining five subjects, including Chinese Language, English Language ("Syllabus B" before 2007) and Mathematics, at least 2 or Grade E, or above in the Hong Kong Certificate of Education Examination (HKCEE), or equivalent. [Note: 'Grade E' in Chinese Language and English Language (Syllabus B) in previous HKCEDD are accepted administratively as comparable to 'Level 2' in Chinese Language and English Language respectively in the 2007 HKCEE and thereafter]; 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 Architect 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 Architect.

- Labour Relations Officer** Y.2 (1) The Contractor shall afford all necessary assistance to the Labour Relations Officer 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 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 Architect's Representative of anomalies and to refer the same to the Contractor for investigation and appropriate follow-up actions;
  - (ix) to report to the Architect's Representative and refer to 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; and
  - (x) to carry out random attendance checks, and to record and report the findings to the Architect's Representation.

- (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 contribution. 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 Architect 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 Architect'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 Architect, 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 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 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 Architect for records:
- (i)    signed acknowledgement receipt of 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 Architect if the Architect 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.

# Workers Payment Arrangement

