

“PUBLIC SERVICE MANAGEMENT OFFICE OF THE PRESIDENT”

PUBLIC SERVICE
MINISTRY

CIRCULAR NO.
20/2000

REFERENCE
NO.PS17/11/1

FROM:Permanent Secretary,
Public Service Ministry

SUBJECT:

TO: All Permanent Secretaries,
Heads of Departments and
Regional Executive Officers

Standardization of Contracts

DATE:2000-11-22

Please be advised that with immediate effect, the attached copy of a specimen Contract will be used when executing a Contract with an employee whose appointment is on contract/gratuity terms.

2. In the circumstances you are directed to have copies made of the standardized forms in your Ministry /Department/Region for use whenever a contract for an employee is to be executed.
3. Please bring the contents of this circular to the attention of all staff in your organization particularly those in the Personnel and Accounting Divisions/Sections.

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N.K Gopaul
Permanent Secretary.
Public Service Management
Office of the President

AGREEMENT OF SERVICE

AGREEMENT made the ----- of -----,2000
BETWEEN the Secretary ,Public Service Commission ,Guyana ,or anyone duly
authorized by him/her acting on behalf of the Employer Mr./Ms.-----
----- of
------(hereinafter called “the employee”)

The employee undertakes that he/she will diligently and faithfully perform the duties of --
----- in the Ministry of -----,for the term of his/her
engagement ,and will act in all aspects according to the instructions or directions given to
him/her by the Employer through the Head of his/her Department or duly authorized
officer .In this Agreement of term “Head of his/her Department “shall mean the person
for the time being acting as head of His/her Department.

3. Salary is at the rate of -----per month on Gs-----Scale.
4. The Agreement is subject to the conditions set forth in the Schedule hereto annexed,
and the Schedule shall be read and construed as a part of the Agreement.

5. Nothing in this Agreement shall impose any liability on the Secretary, Public Service Commission or any one duty authorized by him in personal capacity.

As witness our hands

Signed by -----

Secretary, Public Service Commission

On behalf of the employer

In the presence of -----

Signed by the person engaged -----

In the presence of-----

SCHEDULE

1. Subject to the provisions of this Agreement the employer hereby agrees to employ the employee and the employee hereby agrees to be employed by the employer as -----
----- for a term of -----years from the date hereof.

Provided that it is understood and agreed that upon the expiration of such original term ,the employee's employment by the employer shall thereafter continue from month to month unless and until a new employment contract is entered into at that time.

2. During the period of employment hereunder ,the employee Duties shall

- a) Perform the usual duties and exercise such powers in relation to the office for which he was engaged and devote substantially the whole of his time and attention during working hours to the discharge of his duties hereunder.
- b) In the discharge of such duties and in exercise of such powers observe and comply with lawful directions from time to time made or given by the employer.
- c) Not carry on, or be engaged in any other employment whatever either gratuitously or for reward on his own account, except with the written consent of the employer.
- d) Conform to the Public Service Rules, Regulations, Circulars, Departments rules and such other conditions of service applicable to the Public service as may be in force from time to time.
- e) Not at any time whether during his employment or at any time thereafter, make public or disclose to any person any information as to the practice or as to any other matters concerning the employer's business which may come to his knowledge in the course of employment.

3. (1) If the employee

- a) is compelled by reason of ill-health (not caused by his own misconduct) to resign his office ;or
- b) at any time shall be certified by a duly qualified medical officer employed by the Government that he is incapable, by reason of any infirmity of mind or body, of rendering further efficient service, the employer shall pay him

salary and gratuity up to the date of such resignation or medical certificate and he shall have no further claim on the employer.

2. A certificate signed by a duly qualified medical officer employed by the Government shall be conclusive evidence on the question whether or not the employee was compelled to resign his office by reason of ill health or infirmity of the mind or body ,within the meaning of this clause.
4. The employer shall have the right to summarily terminate Dismissal the employment without notice or payment of compensation if the employee
 - a) Neglects or refuses or, for any cause (excepting ill-health not caused by his misconduct ,as provided in Clause #) becomes unable to perform any of his duties , or
 - b) Fails to comply with any lawful order ;or;
 - c) Shall disclose any information respecting the affairs of his employer to any unauthorized person ;or
 - d) Is guilty of any misconduct or is in breach of and stipulations herein before stipulated ,
 - e) Is found guilty by a court of competent jurisdiction of any criminal offence save traffic offences not punishable by imprisonment.the employer may dismiss him, and on such dismissal all rights and advantages reserved to him by this Agreement shall cease.
5. The employee's employment under this Agreement may be determined at any time before the expiration of the aforesaid term in the following events:

- 2) If either party shall have given to the other on e month's notice in writing of his or their intention in that behalf and such notice shall not have the meantime with the consent of the other party the employment shall determine at the expiration of such notice.
- 3) If the employee terminates his employment otherwise than in accordance with this Agreement he shall be liable to pay to the Government as liquidated damages three months' salary.
- 6) In the event of any pecuniary damage arising from the employee disregarding or failing to comply with any order, standing order or departmental instruction, or from any neglect of duty whatsoever on his part he may be liable to a deduction from his salary to make good the damage which shall be assessed by a senior officer of the Government.
- 7) The employee shall be entitled to vacation leave on the same terms and conditions as may from time to time be applicable to public officers on the permanent and pensionable establishment of the government of Guyana
- 8)
 - a) The employee shall be eligible, subject to satisfactory service, for a gratuity at the rate of twenty-two and one-half per centum (22 ½ %) of basic salary calculated on the basis of complete periods of three months' resident service, including approved leave if the gratuity is paid as a lump sum on the final completion of service.

b) At the option of the employee ,he may receive the gratuity at six-monthly interval calculated on the same basis of each completed of three months' resident service and at the same rate of twenty –two and one –half percentum (22 ½%) of basic salary during the period of his engagement but, in such a case ,earned vacation leave will not count for gratuity purposes.

9) This Agreement is to be interpreted in accordance with the Laws of Guyana

10) The marginal notes are for convenience only and do not form part of the Agreement.