

**PUBLIC SERVICE MANAGEMENT CIRCULAR No. 2/2001**  
**OFFICE OF THE PRESIDENT**

**Ref No. PS: 17/11/1.**

From: Permanent Secretary,  
Public Service Management  
Office of the President.

SUBJECT  
Standardisation of Contracts.

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

Date: 2001-01-08.

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Please refer to my Circular No. 20/2000 dated 2000-11-22 on the above subject.

Since officers are now required to execute contracts with the Head of the Presidential Secretariat instead of the Secretary, Public Service Commission, a new specimen of the Contract document has been developed.

3. Accordingly, you are hereby requested to use the attached specimen contract with respect to the executing/renewal of contracts for employees who have been recommended for employment /re-employment on contract gratuity terms. You may also wish to amend the contract to suit special needs.
4. My Circular No. 20/2000 dated 2000-11-22 is hereby amended accordingly.
5. Please bring the contents of this Circular to the attention of the Personnel Department and all relevant officers in your Ministry, Department and Region.

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



Signature of the person engaged

(in the presence of)

Signature: -----

Occupation: -----

Address: -----

SCHEDULE		
1.	<p>a) Subject to the provision of this Agreement the term of engagement of the person engaged is for _____ years resident service, commencing from 2001 - - which period may be extended.</p> <p>b) The term of the engagement shall be deemed to be completed on the date which may leave granted to the person engaged in respect of such tour of service expires.</p>	<b>Terms of Employment.</b>
2.	<p>During the period of employment hereunder, the person engaged shall:</p> <p>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/her time and attention during working hours to the discharge of his/her duties hereunder.</p> <p>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 Government.</p> <p>c) not carry on, or be engaged in any other employment whatever either gratuitously or for reward on his/her own account, except with the written consent of the Government.</p> <p>d) confirm to the Public Service Rules, Regulations, Circulars, Departmental rules and such other conditions of service applicable to</p>	<b>Duties</b>

	<p>the Public Service as may be in force from time to time.</p> <p>e) not at any time whether during his/her engagement 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/her knowledge in the course of his/her engagement.</p>	
3.	<p>a) the person engaged shall be paid a salary at the rate of \$                      per month with effect from 2001- - , and a Scale 'C' Motor Car Allowance in accordance with PSM Circular No. 11/1995 dated 1995/07/31</p> <p>b) as a senior officer in the Ministry, the person engaged shall be eligible for a duty free concession to purchase a motor car to facilitate the execution of his/her duties.</p>	<p><b>Salary and allowance</b></p> <p><b>Other Benefits</b></p>
4.	<p>a) person engaged shall be compelled by reason of ill-health (not caused by his/her own misconduct) to resign from office, or if at any time it be certified by a duly qualified medical officer employed by the Government that he/she is incapable by reason of infirmity of mind or body , rendering further efficient service in Guyana, the Government shall pay him/her salary up to the date of such a certificate, but he/she shall have no further claims on the Government.</p> <p>b) 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</p>	<p><b>Ill-Health</b></p>
5.	<p>The person engaged shall be eligible for days vacation leave per year, counting from the anniversary date of appointment which must be taken on the                      anniversary date, provided sound reason to the contrary is submitted in writing                      from his/her Departmental Head to the Government. Failure to take leave as                      prescribed will result in same being forfeited. An annual vacation allowance of one (1) month's basic salary earned at anniversary</p> <p><b>one (1) month's basic salary earned at anniversary</b></p>	<p><b>Vacation Leave and Allowance</b></p>

	<b>date shall also be paid.</b>	
6.	If the person engaged shall at any time during the currency of this Agreement neglect or refuse or from any cause (other than ill-health not caused by his own misconduct as provided in clause 4) become unable to perform any of his/her duties or to comply with any order, or shall disclose any information respecting the affairs of the Government to any unauthorized person, or shall in any manner be guilty of misconduct, the Government may terminate the engagement forthwith	Dismissal
7.	<p>a) The Government may at any time determine the engagement of the person engaged on giving him/her one (1) month's notice in writing or paying one (1) month's salary in lieu of such notice.</p> <p>b) the person engaged may at any time after the expiration of one month from the commencement of term of engagement determine the end of the engagement by giving one (1) month's salary in lieu of such notice.</p>	Determination of engagement
8.	In the event of any pecuniary damage arising from the employee disregarding or failing to comply with any order, or departmental instruction, or from any neglect of duty whatsoever on his/her part, he/she may be liable to a deduction from his salary to make good the damage, or any part thereof, the amount of which shall be fixed by the Government.	Liability make good damage
9.	The person engaged will be eligible, subject to satisfactory service, for a gratuity at the rate of twenty-two and one-half percent (22 ½ %) of basic salary calculated at half yearly intervals.	Gratuity
10	Three (3) months prior to the completion of the tour of service, the person engaged shall give notice in writing to the Government whether he/she desires to remain in its employment, and the Government shall decide whether it will offer further employment. The re-engagement will be on such terms and for such period as may be mutually agreed.	Further Employment
11	This Agreement is to be interpreted in accordance with the Laws of Guyana.	Interpretation
12	The marginal notes are for convenience only and do not form part of the agreement.	<b>Marginal Notes</b>