

FROM: Permanent Secretary,
Public Service Ministry

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

DATE: April 20, 2009

SUBJECT
Standarization of Employment
Contracts within the Public Sector

It has been observed by this Ministry that employment contracts issued by the Ministries, Departments and Regions, vary depending on the agency.

2. You are hereby instructed that with immediate effect, all employment contracts issued on behalf of the Government, must conform to the attached template.
3. Any breach of this instruction will result in disciplinary action being taken against the defaulting Officer or Officers.
4. Please bring the contents of this circular to the attention of all officers working in the Personnel Divisions or Sections.

.....
**Permanent Secretary,
Public Service Ministry.**

GUYANA

AGREEMENT made this _____ day of _____, 2008, between the
....., acting on
behalf of the Government of Guyana, (hereinafter called “the Government”) and
(hereinafter called “the person engaged”).

2. The person engaged undertakes that he will diligently and faithfully perform the
duties of _____ for the term of engagement, and will act in all respects in
accordance with the instructions and directions given to him by the Permanent Secretary
/ Regional Executive Officer, or other duly
authorised officer.

3. This 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. Nothing in this AGREEMENT shall impose any liability on the
Permanent Secretary / Regional Executive Officer,
....., in his/her personal capacity.

As witnessed under our hands the day and year above written.

Signed by:

(on behalf of the Government of Guyana)

Signed by:
Signature of the person engaged

(in the presence of)

Signature: (1).....

Occupation:

Address:

Signature (2)

Occupation

SCHEDULE

1. (a) Subject to the provision of this Agreement the term of engagement of the person engaged is for _____ resident service, commencing from _____ which period may be extended. **Terms of Employment.**
- (b) The term of the engagement shall be deemed to be completed on _____, provided that any leave accrued to the person engaged in respect of his/her service will not be counted as service for the purpose of computing gratuity.
- 2.

During the period of engagement hereunder, the person engaged shall

Duties

- (a) perform the usual duties and exercise such powers in relation to the office for which he/she is engaged and devote substantially the whole of his/her time and attention during working hours to the discharge of her duties hereunder.
- (b) in the discharge of such duties and in exercise of such powers observe and comply with all lawful directions from time to time made or given by the Government.
- (c) not carry on, or be engaged in any other engagement/employment whatever either gratuitously or for reward on his/her own account, except with the written consent of the Government.
- (d) conform to the Public Service Rules, Regulations, Circulars, Departmental 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 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 Government's business which may come to his/her knowledge in the course of his/her engagement.

3. (a) The person engaged shall be paid a salary at the rate of (\$ _____) per month with effect from _____.

Salary

4. If the 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, of rendering further efficient service in Guyana, the Government shall pay his/her salary up to the date of such a certificate, but he/she shall have no further claims on the Government.

Ill-Health

(a) A certificate signed by a duly qualified medical officer employed by the Government shall be conclusive evidence on the question whether or not the person engaged was compelled to resign office by reason of ill-health within the meaning of this clause.

5. The person engaged shall be eligible for _____ days vacation leave per year, counting from the anniversary date of appointment which must be taken during the currency of this Agreement, provided sound reason to the contrary is submitted in writing from the Permanent Secretary. 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 the anniversary date of the contract shall also be paid provided that person employed is eligible. **Vacation Leave and Allowance**
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/her 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 in a summary manner. **Dismissal**
7. (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, in any other circumstance. **Determination of engagement**
- (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 to the Government one (1) month's notice in writing or one (1) month's salary in lieu of such notice.
8. In the event of any pecuniary damage arising from the person engaged disregarding or failing to comply with any order, or departmental instructions, or from any neglect of duty whatsoever on his/her part, he/she may be liable to a deduction from his/her salary to make good the damage, or any part thereof, the amount of which shall be fixed by the Government. **Liability to make good damage**
9. The person engaged will be eligible, subject to satisfactory performance, for a gratuity at the rate of twenty-two and one half percent (22 ½ %) of basic salary calculated on the basis of completed periods of three (3) months' resident service at six (6) months' intervals. At the option of the person engaged, he/she may receive the gratuity at six (6) months intervals calculated on the same basis of each completed period of three months' resident service and calculated at the same rate of (22 ½ %) of basic salary during the period of her engagement. **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 **Further**

whether he/she desires to renew this Agreement, and the Government shall decide whether it agrees on such renewal. The re-engagement, if any, shall be on such terms and for such period as may be mutually agreed.

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.

Marginal Notes