

PERSONNEL DEPARTMENT CIRCULAR MEMORANDUM

PD(om): 12/2/1 Vol. IV

TO : Permanent Secretaries, Heads of Departments and Heads of Statutory Authorities subject to the Statutory Authorities Act, Chapter 24:01, and the Chief Administrator, Tobago House of Assembly

FROM : Chief Personnel Officer

DATED : May 18, 2006

SUBJECT : *Revised Guidelines for contract employment in Government Ministries/Departments/ Statutory Authorities and the Tobago House of Assembly*

You will recall that in October 1998 Guidelines for the Administration of Devolved Functions were issued by the Personnel Department and that the arrangements applicable to persons engaged on contract were included in those Guidelines. Similar guidelines for contract employment were published in the Trinidad and Tobago Gazette Vol. 39 No. 134 dated July 11, 2000. Further, in accordance with section 75 of the Tobago House of Assembly Act, guidelines were prescribed by Legal Notice No. 148 dated June 12, 2000 and constituted the policy for contract employment in the Tobago House of Assembly.

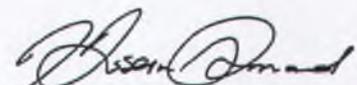
2. Certain arrangements in those guidelines have now been reviewed. The new arrangements came into effect on the **August 01, 2004 and apply to all persons employed on contract with a date of assumption on or after that date**, with the exception of the following personal staff of Cabinet Ministers, Non-Cabinet Ministers and Parliamentary Secretaries:

<u>Cabinet Minister</u>	<u>Non-Cabinet Minister</u>	<u>Parliamentary Secretary</u>
Adviser to the Minister	-	-
Personal Assistant	Personal Assistant	-
Personal Secretary	Personal Secretary	Personal Secretary
Chauffeur	Chauffeur	-

Additionally, the travel arrangements applicable to persons recruited from abroad have been revised with effect from August 01, 2005.

3. In order to ensure the widest circulation of the new arrangements for contract employment, revised Guidelines have been prepared by the Personnel Department and are now being distributed under cover of this Circular Memorandum. It is to be noted that the arrangements for persons engaged on contract prior to August 01, 2004 whether or not formal contracts have been signed, remain unchanged i.e. they are not affected by these new arrangements. Additionally, with respect to the Tobago House of Assembly, steps are being taken in accordance with Section 75 of the Tobago House of Assembly Act, to have similar Guidelines published by Legal Notice.

4. Permanent Secretaries, Heads of Departments and Heads of Statutory Authorities subject to the Statutory Authorities Act, Chapter 24:01 are requested to bring this Circular Memorandum to the attention of all officers with responsibility for contract employment and to ensure full adherence to the Guidelines attached.


Narieman Hosein-Ahmad
Chief Personnel Officer



GUIDELINES

FOR

CONTRACT EMPLOYMENT

IN

**GOVERNMENT MINISTRIES, DEPARTMENTS AND
STATUTORY AUTHORITIES SUBJECT TO THE
STATUTORY AUTHORITIES ACT, CHAPTER 24:01**

Issued by the
PERSONNEL DEPARTMENT
Circular Memorandum PD (bn): 12/2/1 Vol. IV
dated May 18, 2006

**GUIDELINES FOR CONTRACT EMPLOYMENT IN GOVERNMENT
MINISTRIES, DEPARTMENTS, AND STATUTORY AUTHORITIES
SUBJECT TO THE STATUTORY AUTHORITIES ACT, CHAPTER 24:01**

FOREWORD

The following Guidelines constitute the revised national policy for contract employment and are to be adhered to by Ministries/Departments/Statutory Authorities subject to the Statutory Authorities Act, Chapter 24:01,

The revised arrangements in these Guidelines came into effect on **August 01, 2004** and apply to persons on contract with a date of assumption on or after that date only.

The arrangements for persons engaged on contract prior to August 01, 2004 whether or not they have entered into a formal contract Agreement, remain unchanged i.e. they are not affected by the revised arrangements referred to in this document. Additionally, these Guidelines do **not** apply to the under mentioned personal staff of Cabinet Ministers, Non-Cabinet Ministers and Parliamentary Secretaries:

<u>Cabinet Minister</u>	<u>Non-Cabinet Minister</u>	<u>Parliamentary Secretary</u>
Adviser to the Minister	-	-
Personal Assistant	Personal Assistant	-
Personal Secretary	Personal Secretary	Personal Secretary
Chauffeur	Chauffeur	-

A. INTRODUCTION

1. The employment of persons to serve on contract shall obtain principally in the following situations:
 - (a) where there is a dearth of suitable candidates for permanent appointment to those pensionable offices on the establishment of any Ministry/Department/Statutory Authority and there is urgent need for the services attaching to such offices;
 - (b) where special projects or programmes of specified duration (often funded by International Agencies) are undertaken by any Ministry/ Department/ Statutory Authority and need to be executed and monitored by personnel additional to those on the permanent establishment of the Ministry/ Department/Statutory Authority; and
 - (c) where a need has been identified for the specialized services of an individual – e.g. an Adviser in a particular area of expertise – and such need cannot be met by the filling of any existing position on the establishment.

2. RECRUITMENT POLICY

The recruitment of persons on contract is governed by the following policy:-

- (a) (i) The period of a contract shall not normally exceed three years;
- (ii) the Term of Engagement shall have a specified date on which it begins and on which it will end;
- (iii) every contract shall constitute a separate period of employment: any period of extension granted being part of the original contract; and
- (iv) the period of the contract shall not be extended by reason only of the grant of periods of leave of absence without pay to the person engaged;
- (b) requests for a contract position shall be submitted for the consideration of Cabinet by the appropriate Minister with responsibility for the particular Ministry/ Department/ Statutory Authority;
- (c) the Ministry/Department/Statutory Authority shall be required to:-
 - (i) justify the need for the contract appointment;
 - (ii) provide the relevant job description/specification in respect of the particular position; and
 - (iii) identify the source of funds for effecting the relevant contract appointment;
- (d) contract positions must not carry job titles of offices on the permanent pensionable establishment of the Ministry/Department/Statutory Authority;
- (e) once Cabinet has given approval for a contract position, the appropriate Minister may approve the selection of the person to fill the position, after ensuring where applicable that a fair and transparent process was utilized in the selection. The process should include advertisement of the position and the conduct of interviews by a Committee set up for the purpose;
- (f) the person selected shall be given **no commitment** on a compensation package prior to action being taken as at (g) through (h) below;
- (g) in requesting terms and conditions of employment to be applicable to the person being engaged, the Permanent Secretary/Head of Department/ Head of

Statutory Authority, shall submit to the Chief Personnel Officer the following information/documents: -

- (i) the relevant Cabinet Minute approving the creation/retention of the contract position and Ministerial Minutes along with their respective Notes, as applicable;
 - (ii) whether the person being engaged is a public officer and if so, the substantive position held;
 - (iii) the job description of the contract position outlining the following:-
 - (a) the job title;
 - (b) the location of the position in terms of its Division/ Section/Unit;
 - (c) the job summary;
 - (d) the duties and responsibilities;
 - (e) the minimum experience and education/training requirements; and
 - (f) the reporting relationships: to whom the job incumbent reports and the position(s) supervised;
 - (iv) where payment for official travel is requested the specific duties, **if any**, which require the person to travel and the extent of travelling or projected travelling required to be undertaken;
 - (v) the experience in the field of work of the person to be engaged and his qualifications, supported by his Curriculum Vitae;
 - (vi) the duration of the period of employment on contract;
 - (vii) a summary of the periods of previous contract employment immediately preceding the period of engagement being negotiated/offered;
 - (viii) the approved terms (specifically salary and allowances) of the previous contract agreement where applicable;
 - (ix) any written proposals made by the person being engaged on contract; and
 - (x) comments and recommendations of the Ministry/ Department/ Statutory Authority including comments on (ix) above.
- (h) once the Chief Personnel Officer has advised the relevant Permanent Secretary/Head of Department/ Head of Statutory Authority of the recom-

mended terms and conditions which should be applicable to the person(s) selected for employment on contract, the procedure below shall be followed:-

- (i) the Permanent Secretary/Head of Department/ Head of Statutory Authority shall offer such terms and conditions to the person being engaged;
 - (ii) if the terms and conditions are not acceptable to the person being engaged and a variation of the terms offered is requested, the Permanent Secretary/Head of Department/ Head of Statutory Authority shall refer the request to the Chief Personnel Officer indicating support or otherwise (*and the reasons therefor*) of the terms being sought;
 - (iii) where the terms and conditions (*including any revision*) are acceptable to the person being engaged, they shall be approved by the relevant Minister and formally recorded in a Ministerial Minute, as per **Sample I** attached;
 - (iv) copies of the Ministerial Minute approving the employment of the person being engaged and his terms and conditions of employment are to be sent to the Chief State Solicitor as the basis for the preparation of the formal service Agreement; and
 - (v) a copy of the Ministerial Minute at (iii) above is to be sent to the Personnel Department for its records;
- (i) the parties to the Agreement shall be the Permanent Secretary of the appropriate Ministry/Head of Department/Head of Statutory Authority and the person being engaged. It should be noted that legally the Chief Personnel Officer is the Employer of persons on contract;
 - (j) an extension of the period of a subsisting contract shall be subject to the approval of Cabinet, which must be obtained **prior** to the expiry date of such contract;
 - (k) where a person is to be engaged on contract for a further period (i.e. a **new** contract) the approval of Cabinet must be sought for the retention of the contract position, if not already obtained; and
 - (l) a person engaged on contract shall not be an Accounting Officer within the meaning of the Exchequer and Audit Act, Chapter 69:01.

B. TERMS AND CONDITIONS OF EMPLOYMENT

I. Vacation Leave

1. The vacation leave eligibility of persons engaged on contract is as follows:-
 - (a) Persons in receipt of a monthly salary of up to \$5,000
... 15 working days per annum;
 - (b) persons in receipt of a monthly salary in excess of \$5,000
... 20 working days per annum;
 - (c) persons with more than six consecutive years of employment, on contract:
... with effect from the seventh year, five additional working days in each category referred to at (a) and (b) above.

2. The concept of earning leave no longer applies so that a person's vacation leave entitlement is not affected by any vacation leave granted during the year.

For example where the person qualifying for leave at (b) above is employed on a 3 year contract and proceeds on 40 days Vacation Leave in the 3rd year, his entitlement to the full 20 days in respect of the 3rd year remains intact.

3. All leave shall be taken **within** the term of engagement. The *Term of Engagement* shall have a specified date on which it begins and on which it will end.

For example, if a contract is for a period of 3 years and began on August 01, 2004, the expiry date will be 31st July 2007 and all vacation leave should be taken by July 31, 2007.

4. Subject to the Personal Leave provision, entitlement to vacation leave shall not normally be affected by approved leave of any kind up to three (3) months granted during the term of engagement.

Where it appears unclear as to the entitlement of the person engaged to vacation leave, the Permanent Secretary/Head of Department/Head of Statutory Authority should refer the matter to the Chief Personnel Officer who will advise as to what action should be taken in the specific circumstance.

5. In the case of a one-year contract, the person may not proceed on vacation leave before the end of the eleventh month - such leave to be granted so as to terminate on the expiry date of the term of engagement.

6. In contracts of more than one year's duration, the person engaged may proceed on vacation leave at any time after the eleventh month in the first year, and thereafter, for the remaining period of engagement, at the mutual convenience of the parties.

Utilization of Vacation Leave

7. Unutilized vacation leave shall **not** be carried over to a new contract.
8. Where in exceptional circumstances a person engaged is unable to utilize any or all of his vacation leave as at the end of the contractual period, he shall in lieu thereof be paid salary for the period of the unutilized leave and in addition those allowances which would **normally** be payable to such person while on vacation leave.
9. The Permanent Secretary/Head of Department/Head of Statutory Authority shall ensure that the person engaged utilizes some, if not all of his leave annually: the need for payment in lieu of unutilized vacation leave to be kept to a minimum.
10. For purposes of computation of any gratuity payable, payment made in respect of allowances as at 8 above shall **not** be taken into account.
11. The authority to approve the payment as described at 8 above shall be the relevant Minister.

II. *Personal Leave*

1. Subject to 2 below, persons employed on contract shall be entitled to five (5) working days Personal leave for the purpose of attending to urgent private matters or other emergencies.
2. Personal leave may be granted at any time during employment on contract for one year or during the first year of a contract of more than one year's duration.
3. Personal leave taken shall be deducted from the vacation leave specified for the person engaged.

III. *Sick leave*

1. The sick leave entitlement shall be fourteen (14) **working** days in respect of each twelve-month period over which the contract period extends.
2. The person engaged shall be required to furnish a medical certificate from a registered medical practitioner for absences exceeding two consecutive working days.

3. Absences on account of illness in excess of fourteen working days shall normally be granted as leave of absence without pay on grounds of illness.
4. In the event however, that there are extenuating circumstances and the Permanent Secretary/Head of Department/Head of Statutory Authority is of the view that an extended period of sick leave required by the person engaged should be **with pay**, the matter should be referred to the Chief Personnel Officer who will advise as to what action should be taken in the specific circumstances.

IV. Compassionate Leave

1. The person engaged shall be eligible for Compassionate Leave of three (3) working days on the death of a member of his immediate family i.e. parent, child, sibling, guardian, ward and spouse including common law spouse in accordance with the Cohabital Relationships Act, No. 30 of 1998.
2. Proof of relationship together with any supporting documentation must be provided to the Ministry/Department/ Statutory Authority prior to an application being made by the person engaged for such leave.

V. Maternity Leave

1. Female appointees shall be eligible for the grant of maternity leave under the provisions of the Maternity Protection Act, No. 4 of 1998. The following conditions shall apply:
 - (i) Maternity leave consisting of one month with full pay and two months with half pay provided that as of the date of commencement of such leave, the appointee shall have served the Government for a period of not less than twelve continuous months.

Computation of service for purposes of the grant of maternity leave:

- Service under a previous contract that immediately precedes her present period of engagement shall be reckonable for purposes of determining twelve continuous months.
 - Service in the public service including daily rated service that immediately precedes her present period of engagement shall also be reckonable for purposes of determining the qualifying period of twelve continuous months.
- (ii) Where the half pay to which the person engaged is entitled during maternity leave together with the Maternity Benefits payable under

the National Insurance Act amounts to less than her full pay, the difference shall be paid to the person engaged.

- (iii) The employee's right to maternity leave with pay is limited to one payment during each period of twenty-four (24) months commencing at the beginning of such leave.
 - (iv) Where the person engaged has not completed twelve continuous months service she shall not qualify for the grant of maternity leave with pay but shall be permitted to proceed on leave of absence without pay for maternity purposes.
 - (v) Maternity leave or leave of absence without pay for maternity purposes shall not extend beyond the term of engagement.
2. The grant of maternity leave or leave of absence without pay for maternity purposes shall not prejudice or affect the entitlement of the person engaged to vacation leave.

VI. Transport

- 1. Persons engaged on contract do not qualify for and therefore are not paid upkeep and kilometric allowances under the Travelling Allowances Regulations, Chapter 23:50.
- 2. A Transport Allowance as recommended by the Chief Personnel Officer may be paid to a person engaged on contract where it is determined that he is required to travel in the performance of his official duties. This allowance is not taxable and the quantum is fixed taking into account, among other things, the extent and frequency of the official travel the person engaged is required to undertake.
- 3. The payment of a Transport Allowance is not dependent upon the person engaged being in possession of a motor vehicle. This allowance is intended to assist the person engaged in defraying all expenses related to his travelling on official duty by whatever means of transport is chosen.
- 4. The Transport Allowance is paid during periods of approved leave of absence on full pay (*e.g. vacation leave*) or partial pay (*as in the case of maternity leave*).
- 5. The Chief Personnel Officer may recommend that provision be made, depending on the extent of travel required and the duration of the contract, for the following facilities to persons engaged on contract:-
 - (i) an advance to the maximum recommended by the Chief Personnel Officer to facilitate the purchase of a new or used motor vehicle with exemptions from taxes, as applicable, namely Motor Vehicle

Tax/Value Added Tax/Special Motor Vehicles Tax to specified limits;

- (ii) an advance to cover the cost of Motor Vehicle Insurance Premium;
- (iii) an advance to the maximum recommended by the Chief Personnel Officer, to effect repairs to the motor vehicle;

on the conditions set out below:-

- (a) the person engaged shall **not** be entitled to access the loan facilities at (i) above if he had utilized purchase loan facilities within the last 3 years, save and except where the Permanent Secretary/Head of Department/Head of Statutory Authority is satisfied that the vehicle purchased in the last 3 years has been irreparably damaged or is stolen. The person engaged is required to provide evidence in support of his claim; and
- (b) the person engaged enters into a formal Agreement with the Comptroller of Accounts, the competent authority for the administration of Government advances, regarding the terms of the particular advance/s and repayment thereof.

VII. Gratuity

1. Subject to 2 below, where a person engaged is eligible for a gratuity equivalent to twenty per cent of the gross salary earned over the period of employment, it becomes payable under the following conditions:-
 - (i) **in full**, on the satisfactory completion of the term of engagement;
 - (ii) **on a pro-rated basis only** where
 - (a) the term of engagement is terminated by the State other than for cause or unsatisfactory performance by the person engaged; or
 - (b) the person engaged dies during the period of employment but his work and conduct had been satisfactory, in which event payment is made to his Legal Personal Representative.
2. Provision is not made in contracts of less than 12 months duration for payment of a gratuity.
3. Payment made in respect of allowances, including those met in circumstances where the person is paid salary in lieu of unutilized leave (vide **B. I. Vacation Leave/Utilization of Vacation Leave** - guideline 8 thereof), shall not be taken into account for purposes of computation of any gratuity payable.

4. Contract gratuity is subject to deduction for tax purposes.
5. The Permanent Secretary/Head of Department/Head of Statutory Authority shall forward to the Comptroller of Accounts, in the approved format, such particulars as would facilitate the prompt payment of gratuity, which may accrue to the person engaged.

VIII. Injury on the Job

1. It shall be the duty of the Permanent Secretary/Head of Department/Head of Statutory Authority to provide, so far as is reasonably practicable, a safe working environment.
2. Where, however, a person engaged on contract suffers injury and a Permanent Secretary/Head of Department/Head of Statutory Authority is satisfied that such injury occurred in circumstances arising out of or in the course of employment, the advice of the Chief Personnel Officer may be sought as to the course of action to be taken.

IX. Special Leave

1. Provision may be made for the grant of Special Leave with full pay, to a person engaged on contract who has been selected:-
 - (i) to participate in a sporting, educational or cultural event approved by Government, or
 - (ii) to represent Trinidad and Tobago in a sporting, educational or cultural event.
2. The grant of Special Leave shall not prejudice or affect the person's entitlement to vacation leave.
3. The person engaged must be representing Trinidad and Tobago as a member of an official team/delegation, or as part of the technical/support staff.
4. Persons who have been selected to officiate at international sporting events may be granted Special Leave provided that these officials do **not** receive any remuneration for their services in connection with such event.
5. Special Leave may also be granted to members of National Teams who are required to engage in warm up games/tournaments or attend live-in camps in preparation for international sporting events recognized by Government.

X. Training

1. It is not normally the practice to select persons engaged on contract for training awards – the known and limited period of their employment precluding their organizations from benefiting in the long term from the knowledge and skills acquired at times, at considerable expense to the Government.
2. Exceptional or special cases may be approved by Cabinet, with the person involved being required to enter into an agreement to fulfill a period of obligatory service.
3. In keeping with government policy, the person engaged shall be required to serve Government for a period equivalent to the cost of the award (including salary) upon completion of the course of training pursued by him.
4. Payments including the “salary loan” received over the period of such award are not reckonable for purposes of computation of the contract gratuity.

C. STANDARD TERMS

I. Term of Engagement

The term of engagement shall be for a fixed period with a specific date to commence (date of assumption) and to end (expiry date of the contract).

II. Duties

- (a) The person engaged shall be required to perform the normal duties of the contract position in which he is engaged as outlined in an Appendix to the Agreement; and any other related duties which the Government may call upon him to perform.
- (b) The person engaged shall occupy himself in such manner as the Government through any of its duly authorized officers shall direct and the person engaged shall not directly or indirectly engage or be concerned in trade or private professional practice without the prior written consent of the other party to the contract i.e. the Permanent Secretary/ Head of Department/Head of Statutory Authority.

III. Ill-Health

- (a) Where a person resigns from his employment on contract and advances ill health as the reason for such resignation, he shall be paid salary up to the last day on which he actually worked or the last day of any paid leave he may have been granted.

- (b) If at any time it shall be certified by a duly qualified medical officer employed by the Government or a Regional Health Authority and approved by the Permanent Secretary/Head of Department/Head of Statutory Authority that the person engaged is incapable by reason of any infirmity of mind or body of rendering further efficient service, the Government shall terminate the person's employment as at the date of certification and pay him one month's salary and a pro-rated gratuity up to that date, in cases where a gratuity is applicable.

IV. Performance Appraisal

- (a) The performance of the person engaged shall be assessed during the term of his engagement by the person to whom he is reporting – who can be either a public officer or a person also engaged on contract.
- (b) The duties and standards required of the person engaged by the Permanent Secretary/Head of Department/Head of Statutory Authority would have to be discussed and set out, in writing, prior to the performance appraisal being carried out.
- (c) A Performance Appraisal Form for contract employees has been developed as a **guide** and it is intended that this form – as per **Sample II** – would be adjusted by the particular Ministry/Department/Statutory Authority to meet its needs.

Grievance Procedure Steps

- (d) In the event that the person engaged is dissatisfied with the appraisal, he is entitled to discuss his appraisal with his supervising/reporting officer (*that is, the person who has prepared the Report*).
- (e) In the event that no consensus is reached, the matter shall be referred to the Permanent Secretary/Head of Department/Head of Statutory Authority for determination.
- (f) If the supervising/reporting officer is the Permanent Secretary/Head of Department/Head of Statutory Authority, the matter shall be referred to the Chief Personnel Officer for determination.

V. Confidentiality

Should the person engaged release any confidential information which he has acquired or to which he has gained access, by virtue of his employment with the Ministry/Department/Statutory Authority for any purpose other than in connection

with the performance of his duties for the Ministry/Department/Statutory Authority, his services shall be terminated with immediate effect. This confidentiality clause is subject to the Freedom of Information Act. However, the same process as would normally be applied in determining whether the information could be released under the Act shall be applied to this provision.

VI. Dismissal

If the person engaged at any time after the signing of the Agreement shall neglect or refuse or for any cause (except ill-health as provided for in **III.** above) become unable to perform any of his duties or to comply with any order, including any order given by the Permanent Secretary/Head of Department/Head of Statutory Authority or by any other officer duly authorized by him, or shall in any manner misconduct himself, the Government may dismiss him.

VII. Termination

- (1) Where a person's employment on contract is terminated by the State other than for cause or unsatisfactory performance, a fair and specific reason must be given by the Permanent Secretary, Head of Department/Head of Statutory Authority, for the termination of the contract of employment. The services of the person engaged should be terminated only for good and sufficient reason based on sound evidence. In these circumstances the person engaged shall be paid:-
 - (a) in lieu of notice, one month's salary together with such allowances for which he would have been eligible on the job;
 - (b) gratuity in respect of the total of salary earned over the period of **actual service** and the month's salary only in lieu of notice.
- (2) Where termination of the employment of the person engaged is contemplated by the State for cause, unsatisfactory performance or misconduct, the Permanent Secretary, Head of Department/Head of Statutory Authority, must ensure that good industrial relations practices and the rules of natural justice are observed.

VIII. Wrongful Termination of contract

In the event of termination of the employment by the person engaged for any reason other than ill-health:

- (a) at any time prior to the expiration of three (3) months from the commencement of the term of engagement; or
- (b) after the said period of three (3) months without his first giving one (1) month's notice of such intended termination,

the person engaged shall pay to the Government a sum equal to one (1) month's salary as liquidated damages.

IX. Liability to make Good Damage

In the event of any pecuniary damage arising from the person engaged disregarding or failing to comply with any orders or instructions 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 or any part thereof, the amount of which damage shall be fixed by the Government.

X. General Policies/Instructions

The person engaged shall be subject to the general policies/instructions in force.

D. SPECIFIC TERMS FOR PERSONS RECRUITED, ON CONTRACT, FROM ABROAD

As at August 01, 2005, the terms and conditions applicable to persons recruited, on contract, from abroad are as set out below:

1. Passages

- (i) **"Passages"** means an economy return air passage on an airline approved by the Government. In the case of a national returning to Trinidad and Tobago, however, it means an economy one-way air passage.
- (ii) **Inward Passages** - A person recruited on contract from abroad shall be eligible for payment by Government of his passage to Trinidad and Tobago by the shortest possible route and that of his spouse and children under the age of eighteen (18) years who are unmarried and dependent on the person engaged; provided that they (*spouse and children*) either accompany him to Trinidad and Tobago or proceed to join him within three months (*or some other period as may be determined by the Chief Personnel Officer*) after the date of departure from his place of residence in the country of his recruitment.

- (iii) **Return Passages** - Upon satisfactory completion of the term of engagement and subject to the Liability to Make Good Damage clause (among the STANDARD TERMS at C. IX. above, the eligible person shall be provided with free passages back to the country of recruitment for himself and if married, his spouse and children (if any), provided they came to Trinidad and Tobago under the Agreement and provided that he claims and avails himself of such passages within one month of the satisfactory completion of his period of engagement.
- (iv) **Impact of Resignation on Passages** - In the event that the person engaged terminates his contract prematurely for any reason other than ill health (due notice being given in writing):
 - (a) he shall in respect of the amount of inward passage/s, be liable to refund to Government, a sum proportionate to the period of contract not served by him; and
 - (b) he shall **not** be provided with return passages for himself and/his family

2. **Baggage/Excess Baggage Allowance**

- (i) A person recruited on contract, from abroad shall be entitled to the baggage allowance permitted on his passage ticket.
- (ii) The person engaged shall, in addition to the baggage allowance at (i) above, be eligible to receive an excess baggage allowance by air freight up to a maximum of 20 kilograms or one additional piece of luggage each in respect of himself, his spouse and children (if any) over two years but under the age of eighteen years who are unmarried and dependent on him. The dimension of the additional piece of baggage should conform to airline specifications in force at the time of travel.
- (iii) **Effective August 01, 2005**, - in addition to the baggage allowance at (ii) above, the person engaged shall be eligible for a **refund** of actual expenses incurred in shipping (*by sea or air*) personal and household effects from the country of recruitment to a maximum of TT\$25,000.
- (iv) In the event that the person terminates his contract employment for any reason, ***other than ill health or in the event of death***, that person shall, in respect of the sum of TT\$25,000 stated at (iii) above, be liable to refund to Government, in a 'one-off' payment, an amount calculated as follows:
 - (a) within the first 18 months of service -
100% of the amount expended; and
 - (b) between 18 and 24 months of service -
50% of the amount expended

- (v) As a consequence of the provision for revised Baggage Allowance at (iii) above, the previous arrangements which provided for excess baggage allowance by sea **freight** up to a maximum of 1,500 kilograms or 1.5 cubic metres for transporting personal and household effects from and to the country of recruitment, as well as the provision for the refund of travelling expenses **have been discontinued.**

3. Housing Allowance

A person recruited from abroad shall be eligible for payment of a monthly Housing Allowance: the quantum to be fixed by the Chief Personnel Officer. Therefore, there shall be no provision for quarters or accommodation in lieu thereof.

4. General

- (i) The terms and conditions as well as the standard terms outlined at **B** and **C** of the general guidelines for contract employment, are also applicable to the person recruited on contract, from abroad.
- (ii) As a general rule, only where an advertisement to fill the vacancy invited applications from non-national and national living abroad, would the above terms be considered.

E. SPECIFIC TERMS FOR PUBLIC OFFICERS

I. Where a Public Officer has been selected for employment, on contract, in a temporary, non-established position, the following principles are applicable:-

- (1) Where the particular Pensions Legislation provides for leave of absence without pay on grounds of public policy to be reckonable for pension purposes, and subject to (2), (4), (6) and (9) below, the release of an officer from his substantive position in the Public Service shall be on **leave of absence without pay granted on grounds of public policy.**
- (2) With effect from August 01, 2002, the maximum period of leave of absence without pay on grounds of public policy, which may be granted to a permanently appointed public officer to enable him to take up employment, on contract, in a temporary non-established position in Ministry/Department/Statutory Authority shall be three (3) years.
- (3) On the written recommendation of the Chief Personnel Officer, approval should be sought of the relevant Minister with responsibility for the Ministry/Department/ Statutory Authority to which the officer is substantively attached, for that officer to be granted leave of absence without pay on grounds of public policy from his substantive office, to the maximum of three years referred to at (2) above.

- (4) In cases where it is considered absolutely essential for a public officer to continue on a particular exercise/activity for a period beyond the stipulated maximum eligibility for such leave of absence without pay, the matter shall be referred to the Chief Personnel Officer for submission to the Minister with responsibility for Public Administration to determine what further period of leave, if any, beyond the 3 year maximum referred to at (2) above may be granted in the particular circumstances.
- (5) Where a further period has been determined as at (4) above, approval should be sought of the relevant Minister with responsibility for the Ministry/ Department/Statutory Authority to which the officer is substantively attached, for the officer to be granted such further period of leave of absence without pay on grounds of public policy from his substantive office.
- (6) An officer who is granted a period of leave of absence without pay on grounds of public policy and resumes duty in his substantive office may not be granted another period of such leave within three years from date of resumption.
- (7) Where the particular Pensions Legislation provides for leave of absence without pay granted on grounds of public policy, the period will be reckonable for pension purposes and no contract gratuity is payable on completion of the period of engagement.
- (8) The Comptroller of Accounts, the Auditor General and the Director of Personnel Administration/ Executive Director, Statutory Authorities' Service Commission, as appropriate, shall be informed of all approvals granted under (3) and (5) above.
- (9) An officer is required to utilize all vacation leave for which he is eligible prior to the commencement of a period of leave of absence without pay on grounds of public policy.

II. Officers holding temporary appointments

An officer who holds a temporary appointment is **not eligible** for the grant of leave of absence without pay – whether or not on grounds of public policy -- for the purpose of his taking up employment outside of the Public Service or on contract in a temporary, non-established position in a Government Ministry, Department or Statutory Authority subject to the Statutory Authorities Act, or the Tobago House of Assembly.

F. SALARIES APPLICABLE TO CONTRACT EMPLOYMENT

Generally, a combination of the following factors is taken into account in determining the salaries applicable to persons employed on contract:-

1. The salary paid for comparable or "best fit" positions in the Public Service and/or Private Sector based on the duties, responsibilities and qualification requirements for the position.
2. The experience in the field of work of the person being engaged and his qualifications.
3. The position of the job within the organizational structure and the level of independence with which the person is required to function.
4. The supply versus demand for the particular skill/profession which may impact the level of remuneration required to attract and retain personnel.
5. The duration of the contract period.
6. The value of other components of the total compensation package being offered.

G. VARIATION OF DUTIES ("ACTING")

1. As a general rule, a contract employee must **not** be placed to "act" in another contract position.
2. The terms and conditions for a contract position are determined, taking into account the nature of duties, the scope of responsibilities and the experience and training requirements of the position involved. Thus, the assignment of different duties/responsibilities to the person engaged amounts to an inappropriate variation of the person's contract.
3. Accordingly, a person employed in a specific contract position, having satisfied the particular criteria for that position, shall not be assigned to perform duties other than those of the position in which he is engaged.

H. ADMINISTRATIVE MATTERS

I. Grant of time off

Generally, the grant of time off to a person engaged, on contract, shall be dealt with administratively. However, in the circumstances indicated below the contract employee shall be granted the required time off to exercise his civic/national or legal duties, on the submission of relevant documentary evidence, where applicable e.g. Writ of Subpoena/Court Summons/Summons to Juror:

- (i) Jury Service.
- (ii) Attendance at Court as a State Witness.

- (iii) Time off to vote in National, Local Government or Tobago House of Assembly Elections.

II. Hours of Work

The Permanent Secretary/Head of Department/Head of Statutory Authority or other duly authorised officer in consultation with the person engaged on contract shall regulate the person's hours of duty.



CONFIDENTIAL

Minister ofMinute

No. :
Note No. :/200...
File No. :

SUBJECT

Terms and conditions applicable to Mr./Ms.....
as in Government Ministries,
Departments, Statutory Authorities

FOR ACTION	FOR INFORMATION

- (a) Approval is granted for the employment on contract of Mr./Ms as in Government Ministries, Departments, Statutory Authorities for a period of years with effect from the date of his/her assumption of duty on the terms and conditions identified at Appendix I.
- (b) Funds to meet salary and related costs in respect of the employment on contract of Mr./Ms. are available under

Head :
Sub Head :
Item :
Sub Item :

..... Decision by Minister on
Minister of

- (i) *Sample I(A) is relevant to Section 2. Recruitment Policy (h) (iii) of the Guidelines for Contract Employment in Government Ministries, Departments and Statutory Authorities subject to the Statutory Authorities Act, Ch. 24:01.*
- (ii) *Sample I(A) is to be used in cases where there already exist approved terms and conditions in respect of a particular contract position and the Minister's approval is required for the employment of a person to the position.*



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Minister ofMinute

No. :
 Note No. :/200....
 File No. :

SUBJECT

Terms and conditions applicable to Mr./Ms.
as in Government Ministries,
Departments, Statutory Authorities

FOR ACTION	FOR INFORMATION

- (a) Approval is granted for the terms and conditions set out in the Appendix to be applicable to Mr./Ms in respect of his/her employment on contract as in Government Ministries, Departments, Statutory Authorities for a period of years with effect from the date of his/her assumption of duty,
- (b) Funds to meet salary and related costs in respect of the employment on contract of Mr./Ms. are available under

Head :
 Sub Head :
 Item :
 Sub Item :

..... Decision by Minister on
 Minister of

(i) *Sample I(B) is relevant to Section 2. Recruitment Policy (h) (iii) of the Guidelines for Contract Employment in Government Ministries, Departments and Statutory Authorities subject to the Statutory Authorities Act, Ch. 24:01.*

(ii) *Sample I (B) to be used in cases where approval had already been granted for the employment, on contract, of the person specified*

CONTRACT EMPLOYEE

Performance Appraisal Report

1]

Performance Report	Report Number	Date
Ministry/Department/Agency		
Division/Section/Unit/School		
Supervising/Reporting Officer		Contract Employee -- Job Title
Type of Report		Location
Interim report <input type="checkbox"/>		Head Office <input type="checkbox"/>
Final report <input type="checkbox"/>		Field <input type="checkbox"/>
Reporting Period		
Starting date <input type="text"/>	Finishing date <input type="text"/>	Duration in weeks <input type="text"/>

Description of work to be performed:

2]

Duties**Standards of Performance**

3]

Performance Appraisal**Supervising/Reporting Officer:-**

Specify the work completed and standards achieved and comment on reasons for the particular levels of achievement.

Work Completed	Standards Achieved		Comments Mandatory (with recommendations)
	Yes	Nos	

Comments by Contract Employee

4a]

Supervising/Reporting Officer:

<p>Evaluation</p> <p>Mark X in the appropriate column: Comments are required if marked other than satisfactory (complete only those numbers which you consider applicable to the contract employee being appraised)</p>	A - Exceeds required standards		
	B - Meets required standards		
	C - Unsatisfactory		
	Comments		
<p>1. <u>Personal Attributes</u></p> <p>Professional conduct Initiative and energy Person to person communication Social Behaviour</p> <p>2. <u>Technical Qualities</u></p> <p>Diagnostic skills Preparing suggestions Techniques for introducing change Verbal reporting Written reports</p> <p>3. <u>Special functional or sectorial skills</u></p> <p>4. <u>General Observations</u></p> <p>Attendance and punctuality Project contribution (as individual) Project contribution (to group work) Contribution to field work Meeting set deadlines</p>			

4b]
General comments of Supervising/Reporting Officer

5]
Comments of the Contract Employee
(The employee may wish to comment on any aspect of the report and any comments made by the Supervising/Reporting Officer)

6]
Comments of Permanent Secretary/Head of Department

Name:

PERMANENT SECRETARY/
HEAD OF DEPARTMENT

Signature:.....

Office:-----

Date:-----

Sample II is relevant to Section C. IV. Performance Appraisal of the Guidelines for Contract Employment in the Government Ministries, Departments and Statutory Authorities subject to the Statutory Authorities Act, Ch. 24:01.