

PD(bm): 12/2/1 (Temp)

PERSONNEL DEPARTMENT CIRCULAR MEMORANDUM

FROM : Chief Personnel Officer

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

DATE : April 8, 2014

SUBJECT : *Changes in administrative arrangements in respect of contract
employment in the Public Service*

You would recall that my Circular Memorandum dated January 18, 2013, on the subject above, made provision for salaries and other terms and conditions for specified positions, on contract, in the legal stream, among others. Among the terms approved for certain of those legal positions are a Subsistence Allowance and a Special Allowance. In this regard, it has been brought to my attention that in some Ministries/Departments, the provisions of the Subsistence Allowance are not being applied in accordance with existing policy.

2. Accordingly, it is necessary to clarify that the Subsistence Allowance is only payable in the following circumstances:-

- (i) when an employee, in the course of official duties, travels a specified distance from his/her official headquarters and it becomes necessary to purchase a meal(s); and
- (ii) in the case of a person employed in Trinidad, when on duty in Tobago, and vice versa, in the absence of the provision of any meal(s).

These are the same criteria which applied to the payment of the allowance prior to the standardization of the terms and conditions for persons, on contract, in the legal stream. The usual accounting procedures should apply in processing claims for the Subsistence Allowance.

3. In order to facilitate the proper application of the Subsistence Allowance, templates of the contracts to be used when legal officers **only** are employed, on contract, are set out at Appendices 1 and 2. (The conditions of Contracts set out at Appendix 4 of my Circular Memorandum dated January 18, 2013, as appropriate, as well as the List of Duties of the person engaged, must be appended to the contracts when executed.)

4. You would note that the template also makes provision for the payment of the Special Allowance. **This allowance is only applicable to certain positions, so that care must be taken to ensure that the individual in respect of whom a contract is being prepared is eligible for the allowance.**

5. Finally, I am to advise that where Transport Facilities have been approved for persons employed, on contract, the maximum sum to be advanced to effect repairs to the motor vehicle of the persons engaged is \$20,000.

6. I should be grateful if you would bring the contents of this Circular Memorandum to the attention of officers/employees in your Human Resource and Legal Units as well as any other officers/employees who are involved in the administration of contract employment.


Stephanie Lewis
Chief Personnel Officer

APPENDIX 1

{For legal categories only}

Comment [j1]: To be removed when preparing actual contract

TRINIDAD AND TOBAGO

{One- year contract}

Comment [j2]: To be removed when preparing actual contract

A CONTRACT made the ... day of ... in the Year of Our Lord Two Thousand and ... between the Permanent Secretary in the Ministry of ... / Head of Department (which expression shall mean and include the person or persons for the time being carrying out the duties of Permanent Secretary/ Head of Department in the said Ministry/Department) acting herein for and on behalf of the Government of the Republic of Trinidad and Tobago (hereinafter called "the Government") of the One Part and ... of ... in the Island of Trinidad (hereinafter called "the person engaged") of the Other Part.

Comment [j3]: Insert where relevant

Comment [j4]: Insert where relevant

WHEREBY IT IS AGREED by and between the parties hereto as follows:-

- 1. The Government shall employ the person engaged and the person engaged shall diligently and faithfully perform the duties of ... in the Ministry ... /relevant Department and will act in all respects according to the instructions and/or directions given to him/her by the Government through the Permanent Secretary/Head of Department (or such other Officer duly authorised by the Permanent Secretary/Head of Department) in conformity with the terms and effect of this Contract and the Appendices hereinafter referred to.

Comment [j5]: Insert where relevant

Comment [j6]: Insert where relevant

Comment [j7]: Insert where relevant

2. Subject to the clauses dealing with Ill-Health, Performance Appraisal, Confidentiality, Dismissal and Termination of Contract in the Conditions of Contract at Appendix "A" hereto, the person engaged shall be employed for a period of **one (1) year** commencing the day of 20... and ending the day of 20.... (hereinafter referred to as "the term of engagement").

3. In consideration of the performance of the duties listed in Appendix "B" hereto during the term of engagement the person engaged shall be paid the following:

(i) a monthly salary of Dollars (\$.....) Trinidad and Tobago currency.

(Such salary shall be subject to deductions for Income Tax, Health Surcharge, National Insurance contributions and all other taxes that may become payable during the term of this Contract)

(ii) a Special Allowance of Dollars (\$.....) Trinidad and Tobago currency. |

Comment [j8]: To be included only where relevant

(iii) a Transport Allowance ofDollars (\$.....) Trinidad and Tobago currency.

(iv) a Subsistence Allowance as follows:

Comment [j9]: To be included only where relevant

(a) Dollars (\$.....) Trinidad and Tobago currency per day when required to travel beyond a radius of sixteen (16) kilometres from official headquarters and where it is necessary to purchase a meal; and

(b) when on duty in Tobago/~~when on duty in Trinidad, hotel accommodation and meals as~~ necessary. In the absence of the provision of provision of any meal (s), to be paid Dollars (\$.....) Trinidad and Tobago currency per day.

Comment [j10]: Insert where relevant

(v) a Housing Allowance ofDollars (\$.....) Trinidad and Tobago currency.

Comment [j11]: To be included only where relevant

4. The person engaged shall be eligible for (*.....*) **working days'** vacation leave. Such vacation leave is subject to the Personal Leave Clause and is to be taken in accordance with the Vacation Leave Clause contained in the Conditions of Contract hereto.

5. The following documents shall be deemed to form and to be read and construed as an integral part of this Contract namely:-

(a) 'Conditions of Contract' hereto annexed as Appendix "A".

(b) 'List of Duties' of the person engaged hereto annexed as Appendix "B".

6. The Permanent Secretary, Ministry of/ ~~Head of Department,~~ shall not in any way be held personally liable for anything arising out of this Contract.

Comment [j12]: Insert where relevant

IN WITNESS WHEREOF the parties hereto have set their hands the day and the year first hereinabove written.

SIGNED by the within-named

the Permanent Secretary
in the Ministry of/
Head of Department
for and on behalf of the Government
of the Republic of Trinidad and Tobago
in the presence of:-

Comment [j13]: Insert where relevant

SIGNED by the within-named

in the presence of:-

APPENDIX 2

{For legal categories only}

Comment [j1]: To be removed when preparing actual contract

TRINIDAD AND TOBAGO

{More than one year contract}

Comment [j2]: To be removed when preparing actual contract

A CONTRACT made the day of in the Year of Our Lord Two Thousand and between the Permanent Secretary in the Ministry of/ Head of Department (which expression shall mean and include the person or persons for the time being carrying out the duties of Permanent Secretary/ Head of Department in the said Ministry/Department) acting herein for and on behalf of the Government of the Republic of Trinidad and Tobago (hereinafter called "the Government") of the One Part and of in the Island of Trinidad (hereinafter called "the person engaged") of the Other Part.

Comment [j3]: Insert where relevant

Comment [j4]: Insert where relevant

WHEREBY IT IS AGREED by and between the parties hereto as follows:-

1. The Government shall employ the person engaged and the person engaged shall diligently and faithfully perform the duties ofin the Ministry/relevant Department and will act in all respects according to the instructions and/or directions given to him/her by the Government through the Permanent Secretary/Head of Department (or such other Officer duly authorised by the Permanent Secretary/Head of Department) in conformity with the terms and effect of this Contract and the Appendices hereinafter referred to.

Comment [j5]: Insert where relevant

Comment [j6]: Insert where relevant

Comment [j7]: Insert where relevant

2. Subject to the clauses dealing with Ill-Health, Performance Appraisal, Confidentiality, Dismissal and Termination of Contract in the Conditions of Contract at Appendix "A" hereto, the person engaged shall be employed for a period of (.....) years commencing the day of 20... and ending the day of 20.... (hereinafter referred to as "the term of engagement"),

3. In consideration of the performance of the duties listed in Appendix "B" hereto during the term of engagement the person engaged shall be paid the following:

- (i) a monthly salary of Dollars (\$.....) Trinidad and Tobago currency during Year One and Year Two of the term of engagement and Dollars (\$.....) Trinidad and Tobago currency for Year Three.

Comment [j8]: To be amended as appropriate

Comment [j9]: To be utilised only if relevant

(Such salary shall be subject to deductions for Income Tax, Health Surcharge, National Insurance contributions and all other taxes that may become payable during the term of this Contract)

- (ii) a Special Allowance of Dollars (\$.....) Trinidad and Tobago currency.

Comment [j10]: To be included only where relevant

- (iii) a Transport Allowance ofDollars (\$.....) Trinidad and Tobago currency.

- (iv) a Subsistence Allowance as follows:

Comment [j11]: To be included only where relevant

- (a) Dollars (\$.....) Trinidad and Tobago currency per day when required to travel beyond a radius of sixteen (16)

kilometres from official headquarters and where it is necessary to purchase a meal; and

- (b) when on duty in Tobago/~~when on duty in Trinidad, hotel accommodation and meals~~ as necessary. In the absence of the provision of any meal (s) to be paid Dollars (\$.....) Trinidad and Tobago currency per day.

Comment [j12]: Insert where relevant

- (v) a Housing Allowance ofDollars (\$.....) Trinidad and Tobago currency.

Comment [j13]: To be included only where relevant

4. The person engaged shall be eligible for (.....) **working days'** vacation leave in respect of each twelve (12) month period of engagement. Such vacation leave is subject to the Personal Leave Clause and is to be taken in accordance with the Vacation Leave Clause contained in the Conditions of Contract hereto.

5. Subject to the provisions of the Transport Facilities Clause in the Conditions of Contract hereto, the person engaged shall be eligible for the following: |

Comment [j14]: To be included only where relevant

- (a) An advance to a maximum of Dollars (\$.....) Trinidad and Tobago currency, with exemption from taxes as applicable, to be repaid within the term of engagement to facilitate the purchase of a motor vehicle.

- (b) Exemptions from the taxes in respect of the purchase of the said motor vehicle as follows:

- i. Motor Vehicle Tax to the maximum amount payable on a motor vehicle with a cubic capacity of 1799;

- ii. Value Added Tax to the maximum amount payable on a vehicle costing \$.....;
 - iii. Special Motor Vehicles Tax to the maximum amount payable in respect of a motor vehicle at (i) above.
- (c) An advance to cover the cost of motor vehicle insurance premium.
- (d) An advance to a maximum of Dollars (\$.....) Trinidad and Tobago currency to be repaid within the term of engagement to effect repairs to the motor vehicle of the person engaged.

6. The following documents shall be deemed to form and to be read and construed as an integral part of this Contract namely:-

- (a) 'Conditions of Contract' hereto annexed as Appendix "A".
- (b) 'List of Duties' of the person engaged hereto annexed as Appendix "B".

7. The Permanent Secretary, Ministry of/ Head of Department, shall not in any way be held personally liable for anything arising out of this Contract.

Comment [j15]: Insert where relevant

IN WITNESS WHEREOF the parties hereto have set their hands the day and the year first hereinabove written.

SIGNED by the within-named
 the Permanent Secretary
 in the Ministry of/
 Head of Department
 for and on behalf of the Government
 of the Republic of Trinidad and Tobago
 in the presence of:-

Comment [j16]: Insert where relevant