

# PSC CIRCULAR

Public Service Commission, Berkley Crescent, P. O. Box 2211  
Government Buildings, Suva. Telephone 3-314-588

## PSC CIRCULAR NO. 24/2009

To : All Permanent Secretaries and Heads of Departments File : 29/498

Subject: RE-ENGAGEMENT OF RETIRED  
CIVIL SERVANTS

Date: 20/4/09

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This Circular is issued further to PSC Circular 22/2009 of 16/04/09.

### Criteria for Re-Engagement

This is attached as Appendix 1. Please familiarize yourselves fully with the contents of the criteria.

### Approval to Re-engage

The approval to re-engage respective retirees in civil service will be given by Public Service Commission, following consultations with the Prime Minister. In this regards, the respective Permanent Secretaries and Heads of Departments are requested to submit names with appropriate justifications based on the attached criteria directly to PSC for consideration.

### Drawing of Contract

Attached as Appendix II is a template contract to be used for re-engagement of retired civil servants. Once approval is obtained from PSC, the responsibility to draw up and finalise contracts is that of respective Permanent Secretaries and Heads of Departments. A Copy of the signed contract will need to be given to PSC for our records.

### Contract Wage Earners

This Circular as well as PSC Circular 22/2009 also covers the Government Wage Earners. Please bring this circular to the attention of all Heads of Departments and Supervising Officers in your Ministries/Departments.



**Pamesh Chand**  
Permanent Secretary for the Public Service

**RE: CRITERIA FOR RETENTION OF RETIREES**

- The identification of retirees for re-engagement will be done by respective Permanent Secretaries and Heads of Departments based on work performance and productivity. Selected retirees should have displayed high standards of work and should have no disciplinary record against them.
- The re-engaged officers will include the approved scarce skills officers like doctors, nurses, teachers, engineers, veterinarians, quantity surveyors, land surveyors, draftsmen/architects, engineers, designers, hydrologists, scientists and researchers.
- Retirees engaged in common cadres such as Drivers, Cleaners, Administrative Officers, Clerks etc. will not be re-engaged.
- The Officer's performance will be based on their Annual Confidential Reports [ACR] for the past three [3] years. They will also be selected based on the relevant qualifications and experience.
- All applications for re-engagement will be handled by the Public Service Commission, in concurrence with the Prime Minister.
- Against all re-engaged officers, PS's and HOD's must identify a clear succession plan to ensure the continuity of service before the re-engaged retirees finally retire from the service;
- Re-engagement contracts should be no more than twelve months in each instance; and
- The re-engaged retirees will be remunerated at the minimum of their respective current salary scale. All appointments must be contained within the confines of existing budgetary allocation for Segs 1 and 2.

GOVERNMENT OF THE REPUBLIC OF FIJI



CONTRACT OF ENGAGEMENT

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BY THIS CONTRACT made on the ..... day of ....., 2009,

Between:

**The Permanent Secretary for the Public Service**, Berkley Crescent, Suva, for and on behalf of the Government of the Republic of Fiji (hereinafter called "**the Government**") of the one of part;

And:

**Mr /Mrs/Ms**.....of  
.....(Residential Address), (hereinafter called "**the Officer**") of other part.

**IT IS HEREBY AGREED AS FOLLOWS:**

1. The Government will re-engage the Officer, and the Officer accepts to be re-engaged as ..... in the Ministry of....., and the Officer will serve the Government for the period specified in this contract, pursuant to the Clauses of this Contract of Engagement.
2. Subject to the specific clauses of this Contract of Engagement, the officer shall be engaged on the terms under which the officer was employed in the public service prior to this engagement. For the avoidance of doubt, if there are any inconsistencies or differences between this Contract of Engagement and any terms under which the officer was previously employed in the public service, then the clauses of this Contract of Engagement shall override those previous terms.

3. The period of engagement shall be **One (1) year** from the date of this Contract of Engagement, and shall be subject to renewal, in the absolute discretion of the Government. Any renewal shall be subject to a satisfactory annual performance review, which shall be carried out by the Officer's supervising officer and the Permanent Secretary/Head of Department. For the avoidance of doubt, the Officer irrevocably agrees that non-renewal of this Contract of Engagement shall not give rise to any cause of action of any sort whatsoever against the Government.
4. The Officer will be remunerated at the minimum of the officer's salary scale prior to re-engagement. The salary shall be subject to Fiji taxation and such other deductions as may authorised or required by law. The Salary shall accrue and be payable fortnightly. The Officer shall not be entitled nor eligible for any allowances of any sort whatsoever (which may otherwise be available or payable in the public service) under this Contract of Engagement.
5. The Officer will:-
  - (a) diligently and faithfully perform the duties of ....., and shall be subject to regular and annual performance review;
  - (b) act in all respect in accordance with directions given by the Government or by any of the Superior Officers;
  - (c) comply with the Public Service Code of Conduct and Public Service Values;
  - (d) not actively engage in any other business, trade or profession, and, if required, place his/her whole time at the disposal of the Government;
6. The officer will be entitled to **12 working days** annual leave in a year, sick leave as provided under Order No. 710 of the General Orders, and bereavement leave as provided under Order 719 of the General Orders. The Officer shall be paid on all public holidays, and shall not be eligible to any leave without pay. Except as provided in this clause, the officer shall not be eligible for any other leave or allowances provided in the General Orders.
7. Without prejudice to the provisions of clause 8 below, the Government may terminate this Contract:

- (a) in the Government's absolute discretion at any time and without having to provide reasons, by giving the Officer not less than **Fourteen (14)** days' notice of termination in writing;
  - (b) In the Government's absolute discretion at any time and without having to provide reasons, by giving in lieu of the notice in paragraph (a), **Fourteen (14)** days' basic salary;
  - (c) in the event of the Officer being certified by a Government Medical Officer as medically unfit for service under this Contract, by giving the Officer **Seven (7)** days' notice of termination in writing or by paying **Seven (7)** days' salary in lieu of notice ;
  - (d) In the event that the Officer is certified by a Police report that he/she has previous convictions, which convictions would make the Officer unsuitable to be continued to be engaged under this Contract of Engagement, by giving the Officer **Seven (7)** days' notice of termination in writing or by paying **Seven (7)** days' salary in lieu of notice .
8. The Officer may be summarily dismissed under this Contract if after reasonable inquiries the Government is satisfied that the Officer has been guilty of misconduct or a breach under this Contract. Upon such dismissal, all rights and privileges accrued to the Officer under this contract shall be forfeited.
9. The Officer may terminate this Contract of Engagement by giving to the Government not less than **two (2) months'** notice in writing or by paying **two (2) months'** salary in lieu of notice.
10. The Officer agrees to be available to be transferred or posted to other Ministries/Departments anywhere in Fiji, and to be assigned such other responsibilities or duties as may be assigned by the Government during this Contract of Engagement.
11. At the expiry of this Contract of Engagement, the Officer shall return to the Government, all properties belonging to the Government, and shall adequately hand-over his responsibilities to another public servant, as directed by the Officer's supervising officer or Permanent Secretary/Head of Department.
12. The Officer is bound by the provisions of the Oath of Office and Official Secrets Act of the United Kingdom of 1911-1920 Fiji.

13. This Agreement is to be interpreted in accordance with the Laws of Fiji.

**AS WITNESSED OUR HAND the day and year above written : -**

Signed By: -----  
**Permanent Secretary for the Public Service**  
[for & on behalf of the Government of Fiji]

In the presence of: -----  
[Signature of Civil Servant]

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[Name of Civil Servant]

Signed By: -----  
**[Signature of Officer]**

Address of Officer: -----  
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In the presence of: -----  
[Signature of Departmental Witness]

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[Name of Departmental Witness]

Address of Witness: -----  
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Occupation: -----  
[Departmental Witness]