



3.2 The Commission will be conveying the list of names of those officers who are to be re – engaged to their respective Heads of Ministries and Departments within the next day or two.

**4.0 DETERMINATION YET TO BE DONE**

4.1 Those Ministries and Departments [currently 5 as per our records] who are yet to submit their request for the re –engagement of their officers, are advised to do so as soon as possible but no later than Friday 08<sup>th</sup> May 2009, for consideration by the Commission at its next scheduled meeting, towards the end of this Month.

4.2 Meanwhile, such retirees are to remain on leave if they have leave outstanding, whilst a decision on re –engagement is being made. In any event, retirees not approved for re – engagement are to proceed with retirement

A handwritten signature in black ink, appearing to read 'Parmesh Chand', with a small flourish at the end.

Parmesh Chand  
Permanent Secretary for the Public Service

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.....**months** 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 be authorized 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. If, at the time of re-engagement, the Officer has any outstanding leave or any other entitlement owing to him under his/her employment in the public service and which would be payable to the officer upon retirement from the public service on 30 April 2009, then these outstanding leave or other entitlements shall either be paid to or utilized by the Officer during the period of

engagement under this Contract. Payment or utilization of these outstanding leave or other entitlements shall be separate from the entitlements provided to the Officer under this Contract of Engagement

8. Without prejudice to the provisions of clause 9 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. The Officer is bound by the provisions of the Oath of Office and Official Secrets Act of the United Kingdom of 1911-1920 Fiji.
14. 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]