



Independent State of Papua New Guinea

GENERAL ORDER NO. 10

SHORT TERM NATIONAL CONTRACTS

Being a General Order, to effect the policies of the National Executive Council on the appointment of citizens on short term contracts in the Public Service, and the administration of their terms and conditions of employment.

Made under the:-

Public Services (Management) Act 1995 (as amended)

I, **John M Kali OBE**, Departmental Head of the Department of Personnel Management, by virtue of the powers conferred by Section 70 of the *Public Services (Management) Act 1995*, and all other powers me enabling, hereby issue General Order No 10, as part of the Fourth Edition of General Orders effective on and from 1st January 2012 and to remain in force until further notice.



JOHN M KALI OBE
Secretary

GENERAL ORDER NO.10

SHORT TERM NATIONAL CONTRACTS

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GENERAL ORDER NO.10

SHORT TERM NATIONAL CONTRACTS

GENERAL POLICY OBJECTIVES

- 10.1 **Section 37** of the *Public Services (Management) Act*, makes provision for temporary employment. National employees may be recruited on short term contracts. Pursuant to the provisions, the Secretary, Department of Personnel Management has determined that such contract employees may be recruited only under the following circumstances:
- (a) to provide a particular skill or service to a Department which is required for a short period and is not available from existing staff; and/or,
 - (b) to provide staffing for a particular project of specified duration, of 12 months or less; or,
 - (c) to meet an unexpected workload which could not have been anticipated and is not expected to continue for more than a 12 month period; or,
 - (d) to meet unexpected contingencies during the Budget Year, for example, as a result of legislative amendments, redefined work arrangements, etc
- 10.2 The engagement of employees on short term contracts has been delegated under Section 37 of the *Public Services (Management) Act* to a Departmental Head or Provincial Administrator by the Secretary, Department of Personnel Management in **Form STC 10.2** and the contract terms and conditions therein shall be the standard Public Service terms and conditions contained in the General Order.
- 10.3 The delegation under General Order 10.2 does not include the setting of the terms and conditions of employment which are governed by General Order No 13 in accordance with the designated grade for the position, determined in consultation with the Secretary, Department of Personnel Management.
- 10.4 In special circumstances where variations to the set salaries and allowances in General Order No 13 can be justified by market considerations, the additional salaries and allowances shall be approved by the Secretary, Department of Personnel Management.
- 10.5 Short term contracts shall be drafted in the standard format **Form STC10.1** herein, and shall be for up to six months duration, and may be renewed for a further six months only. However, contracts of up to 12 months in duration may be utilized in consultation with the Secretary, Department of Personnel Management for projects of specified duration and funding.
- 10.6 This General Order caters for the engagement of staff previously employed for temporary periods under the provisions of the Employment Act and General Order 7 of 1st June 2002.

BUDGETED STAFF AND FINANCIAL CEILINGS

- 10.7 Short term contract employees shall only be engaged against funded, approved positions established under General Order 2. They may be held and paid against vacant funded positions in the permanent departmental establishment or against funded positions established for short term projects.
- 10.8 Employment of short term contract employees shall not result in the total staff on strength exceeding the approved staff ceiling which is equivalent to the department's establishment and the cost of employment shall be within the financial ceiling for employment of staff.

PROCEDURES FOR EMPLOYMENT OF SHORT TERM CONTRACT EMPLOYEES

- 10.9 A Departmental Head shall firstly identify the need to engage short term contract employees. Such need may result due to amendments to work programmes, pending proper recruitment, or due to legislative amendments etc. The source of funds shall be identified.
- 10.10 In the event that special terms and conditions are necessary for the purpose of recruiting in competition with the general labour market, the Departmental Head shall make a submission to the Secretary, Department of Personnel Management, in which the following shall be provided:
- (a) the nature of the work to be carried out and description of duties;
 - (b) suggested salary and allowances for the contract (that is, equivalent Public Service level);
 - (c) recommended duration of contract (which shall normally not exceed six months duration);
 - (d) justification for using contract employee rather than utilising existing staff;
 - (e) source of funds for the contract.
- 10.11 Upon receiving approval of the application, the Department Head is responsible for recruitment of a suitable contract employee, who shall not normally be a serving member of the Public Service. Any Special General Orders in force, restricting or regulating the recruitment of contract employees, shall be complied with.
- 10.12 Subject to these General Orders, a Departmental Head shall advertise the short term contract position, unless prior approval has been obtained from the Secretary, Department of Personnel Management to recruit a named person. Selection and appointment of a contract officer shall otherwise be implemented in accordance with General Order 3.
- 10.13 The appointment of a short term contract employee shall terminate on completion of the agreed period (up to 12 months). In the event that the need to engage the employee continues beyond 12 months, the Departmental Head shall consult with the Secretary, Department of Personnel Management to renew the short term contract and enable the Departmental Head to take immediate action to fill the position substantively in line with General Order 3.

TERMS AND CONDITIONS OF CONTRACT EMPLOYMENT

- 10.14 Each contracted employee shall be employed under the Contract of Employment detailed in **Form STC10.1** attached to this General Order. Unless the Secretary, Department of Personnel Management determines otherwise, for special reasons, the term of appointment of every national contract employee shall be for a period not exceeding 12 months in duration.
- 10.15 The contract shall specify that any further period of employment is subject to the discretion of the Secretary, Department of Personnel Management.
- 10.16 The contract of employment provides that salary and duty related allowances shall be the same as those of a public servant employed at the same level provided that the Secretary, Department of Personnel Management shall determine whether there is need to pay DMA and or gratuity, dependent upon the technicality and/or seniority of the position.
- 10.17 A contract employee is entitled to apply for the same discretionary allowances equivalent to those payable to officers in the Public Service where applicable and shall accrue leave at the same rate as a public servant provided that leave shall not normally be taken until conclusion of the contract period.

EXCEPTIONS TO THE PROVISION OF THIS GENERAL ORDER

- 10.18 Notwithstanding the provisions of this General Order, the Secretary, Department of Personnel Management may, in accordance with a directive of the National Executive Council, or in his/her absolute discretion for special reasons, approve the employment of a national contract employee on such terms and conditions (including salary and allowances) as he/she determines to be necessary and appropriate, subject to the Act.



THE INDEPENDENT STATE OF PAPUA NEW GUINEA

**SHORT TERM CONTRACT OF EMPLOYMENT FOR
NATIONAL CONTRACT EMPLOYEES OF THE
NATIONAL PUBLIC SERVICE**

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THE CONTRACT AGREEMENT

THIS AGREEMENT is made to be effective on and from the _____ day of _____ 20 ,

BETWEEN: THE INDEPENDENT STATE OF PAPUA NEW GUINEA ("The Employer"), of one Part,

AND: _____ ("**the Employee**"), of the second Part,

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words and expressions shall have the meaning assigned to them except where the context otherwise requires:

- (a) "**The Act**" means the *Public Services (Management) Act* and all **Regulations** and **General Orders** made under the Act.
- (b) "**The Departmental Head**" means the Head of the Department within which the Employee occupies an office created under the Act.

1.2 In this Agreement unless otherwise provided:

- (a) the headings do not affect the interpretation or construction;
- (b) words importing the singular include the plural and vice-versa;
- (c) words imparting any gender include the other genders; and,

2. CONTRACT OF EMPLOYMENT

2.1 The Employer shall employ the Employee and the Employee shall serve the Employer for the period upon and subject to the terms and conditions of this Agreement.

2.2 The Employee is by this Agreement is made an Employee of the Employer under and by virtue of the provisions of the *Public Services (Management) Act*.

2.3 The Employee agrees to diligently serve the Employer in the office and within the Department for the time specified in the **Schedule** at such place or places in Papua New Guinea as is determined by the Departmental Head from time to time.

2.4 The Employee agrees to undertake the duties specified in the **Schedule**.

3. PERIOD OF EMPLOYMENT

3.1 Subject to Clause 7, the period of employment shall be that specified in the **Schedule**.

4. REMUNERATION

4.1 Subject to the Act, the Employee shall be paid the salary for the office specified in the **Schedule**.

5. PAYMENT AND DEDUCTIONS

5.1 The Employer shall pay the salary by instalments every fortnight in arrears throughout the period of employment.

5.2 Deduction shall be made from salary and allowances to meet normal income tax.

6. TERMS AND CONDITIONS OF EMPLOYMENT

6.1 The Employee acknowledges that the terms and conditions of his/her employment shall be those contained in the Act and General Orders unless specifically provided for in the Agreement.

6.2 The Employee may terminate the employment in accordance with Clause 7.2, in the event that the Secretary, Department of Personnel Management varies the contract to the Employee's detriment.

7. TERMINATION

7.1 The employment under this Agreement may be terminated by the Departmental Head by giving one month prior notice to the Employee.

7.2 Except where a lesser period is agreed to by the Departmental Head, the Employee may terminate the employment by giving at least one month prior notice in writing directed to the Departmental Head and in the event of his/her giving such notice he/she shall also be deemed to have resigned from the employment as from the date of the expiry of the period of the notice.

8. DISCIPLINARY OFFENCES

8.1 In the event that the Employee commits a disciplinary offence as defined in the General Orders, he/she shall be charged by the Departmental Head. If the Departmental Head is satisfied that the disciplinary offence has been committed, the Agreement shall be terminated.

9. NOTICES

9.1 Any notice or other communication made, given, or sent by one party to the other, pursuant to, or in connection with the Agreement, shall be deemed to have been duly made, given, or sent if it is in writing and signed (for the Employee by the Departmental Head) and delivered by hand or sent by prepaid post to, in the case of the Employer, the Departmental Head, and in the case of the Employee, his/her place of work.

10. SCHEDULE TO THE AGREEMENT**1. CLAUSE 2.3 THE OFFICE:****2. CLAUSE 2.4 THE DUTIES:****3. CLAUSE 3.1 THE PERIOD:**

Employment commences on the _____ day of
_____ 20____ and ceases at the close of
business on the _____ day of _____ 20__.

4. CLAUSE 4 THE REMUNERATION:

IN WITNESS whereof the parties hereto have executed this Agreement to be effective on and from the date first above written.

**SIGNED ON BEHALF OF THE)
INDEPENDENT STATE OF)
PAPUA NEW GUINEA by:-)**

In the presence of:-)

Date:- _____

Signed by the Employee:)

In the presence of:-)

Date:- _____



Independent State of Papua New Guinea
NATIONAL PUBLIC SERVICE
GENERAL ORDERS

**RECOMMENDATION TO THE SECRETARY, MR JOHN M KALI OBE, TO APPROVE
GENERAL ORDER NO. 10 OF 1ST JANUARY 2012**

SHORT TERM NATIONAL CONTRACTS

To: Secretary

Date: 08 March 2012

We, the under-signed, confirm that **General Order No. 10 of 1st January 2012**, hereto attached, has been drafted in accordance with Government policies and the appropriate Sections of **Organic Law** the **Public Services (Management) Act**, and the **Regulations** and reflects:

- (a) all policy changes made by the National Executive Council in the period 1st June 2002 to 31st December 2011;
- (b) all changes to the **Constitution**, the **Organic Law on Provincial & Local Level Governments** and the **Public Services (Management) Act 1995**, to effect implementation of the Provincial and Local Level Government Reforms; and,
- (c) all other changes to the **Public Services (Management) Act 1995**, which have been brought into force since 1st June 2002.

On behalf of the Executive Management Team, we recommend that the Secretary authorise this General Order for publication and distribution to line Departments and Agencies.

AGNES FRIDAY
Executive Manager, HRAS

ISIKEL MESULAM
Director, Legal & Investigations

RAVU VERENAGI
Deputy Secretary, Policy

RAVU VAGI
Deputy Secretary, Operations

