

CAYMAN ISLANDS



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**THE PUBLIC SERVICE MANAGEMENT LAW  
(2013 REVISION)**

**THE PERSONNEL (AMENDMENT) REGULATIONS, 2016**

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**THE PUBLIC SERVICE MANAGEMENT LAW  
(2013 REVISION)**

**THE PERSONNEL (AMENDMENT) REGULATIONS, 2016**

The Cabinet, in exercise of the powers conferred by section 67 of the Public Service Management Law (2013 Revision), makes the following Regulations -

1. (1) These Regulations may be cited as the Personnel (Amendment) Regulations, 2016. Citation and commencement

(2) These Regulations shall come into force as follows -

- (a) paragraphs (c) and (d) of regulation 7 shall come into force on 1<sup>st</sup> January, 2017; and
- (b) the other regulations shall come into force immediately after the Public Service Management (Amendment) Law, 2016 comes into force.

2. The Personnel Regulations (2013 Revision), in these Regulations referred to as the “principal Regulations”, are amended in regulation 2(1) as follows - Amendment of regulation 2 of the Personnel Regulations (2013 Revision) - interpretation

- (a) by inserting, in the appropriate alphabetical sequence, the following definitions -

“normal retirement age” means the age referred to in paragraph 18 of Schedule 1;

“Notional Public Holidays”, in relation to employees whose hours of work are shift based, means an equivalent number of time-in-lieu days as there are public holidays in any given calendar year;

“phased retirement” means retirement as mentioned in section 23(3) of the Public Service Pensions Law (2013 Revision);”;

- (b) by deleting the definition of the words “retirement age”.

*The Personnel (Amendment) Regulations, 2016*

- Amendment of regulation 32 - appointment of staff without open competition
3. The principal Regulations are amended in regulation 32(1) as follows -
- (a) by deleting the word “or” appearing at the end of subparagraph (b);
  - (b) by deleting the full stop appearing at the end of subparagraph (c) and substituting “; or”; and
  - (c) by inserting after subparagraph (c) the following subparagraph -  
“(d) the person appointed has opted to take phased retirement and, following retirement, has been appointed pursuant to section 41(11)(b) of the Law, on a lower remuneration band where such a vacancy exists.”.
- Amendment of regulation 33 - transfer of staff in the public interest
4. The principal Regulations are amended in regulation 33 by inserting after paragraph (2) the following paragraph -
- “(3) A transfer made under section 41(14A) of the Law shall be made only where the person being transferred is not the subject of an active disciplinary process pursuant to section 44 of the Law.”.
- Amendment of regulation 34 - staff terms and conditions
5. The principal Regulations are amended in regulation 34(2)(a) as follows -
- (a) by deleting the word “or” appearing at the end of subparagraph (a)(ii);
  - (b) by deleting the word “and” appearing at the end of subparagraph (a)(iii) and substituting the word “or”; and
  - (c) by inserting after subparagraph (a)(iii) the following -  
“(iv) the staff member is being reemployed as a result of taking phased retirement; and”.
- Amendment of regulation 50 – instructions and workplace rules
6. The principal Regulations are amended in regulation 50(2) as follows -
- (a) by deleting the word “and” appearing at the end of subparagraph (c);
  - (b) by repealing subparagraph (d); and
  - (c) by inserting after subparagraph (c) the following subparagraphs -  
“(d) prohibit a staff member from reporting for duty -
    - (i) under the influence of an illegal substance; or
    - (ii) under the influence of alcohol, such that it has a deleterious effect on the staff member’s ability to carry out the staff member’s duties; and(e) mandate that a staff member participate in performance management, including signing and executing performance agreements and performance

assessments within fourteen calendar days of receiving such document.”.

7. The principal Regulations are amended in Schedule 1 as follows -

Amendment of Schedule  
1 - standard terms and  
conditions of  
employment

- (a) in paragraph 3(2)(a)(i) by deleting the words “at the rate of 6.192%” and substituting the words “at the rate of 6%”;
- (b) in paragraph 3(2)(a)(ii) by deleting the words “contribution of 6.192%” and substituting the words “contribution of 6%”;
- (c) in paragraph 3 by -
  - (i) deleting the word “and” appearing at the end of subparagraph (2)(e)(ii)(A);
  - (ii) inserting the word “and” at the end of subparagraph (2)(e)(ii)(B); and
  - (iii) inserting after subparagraph (2)(e)(ii)(B) the following -

“(C) an equivalent number of Notional Public Holidays as there are public holidays in the relevant calendar year.”;
- (d) in paragraph 3 by repealing subparagraph (2)(f) and substituting the following -

“(f) where the employee is acting in another position, at the discretion of the appointing officer the employee shall be entitled to an acting allowance at the first point of the remuneration band of the substantive post; and, if the first point of the remuneration band of the substantive post is less than the remuneration level received by the individual to act in the substantive post, the employee shall be entitled to an acting allowance at such other point on the remuneration band of the substantive post as the appointing officer will determine but this point shall not exceed the remuneration received by the substantive post holder;”
- (e) by repealing paragraph 11(3);
- (f) by inserting after paragraph 14 the following paragraph -

“Terms and conditions if transferred within the civil service

14A. If a civil servant is transferred to another position in the civil service under section 20A of the Law, the civil servant shall be entitled to remuneration and other terms and conditions of employment that are not less favourable than those to which the civil servant was entitled immediately before the transfer.”;
- (g) in paragraph 18 -

- (i) by deleting the heading and substituting the following heading -

“Normal retirement age and benefits”; and

- (ii) by repealing subparagraph (1) and substituting the following subparagraphs -

“ (1) The compulsory normal retirement age is 65 years but a civil servant may be re-employed on a fixed-term employment agreement after reaching this age in accordance with sections 9(4), 26(3) and 41(11) of the Law and regulations 6, 16 and 30.

(1A) The compulsory normal retirement age for police officers is determined in accordance with section 21 of the Police Law (2014 Revision).”.

Amendment of Schedule  
4 - employment  
agreements

- 8. The principal Regulations are amended in Schedule 4 by deleting the Annex and substituting the following Annex -

**“ANNEX TO SCHEDULE 4**

**TEMPLATE FOR EMPLOYMENT AGREEMENTS FOR CIVIL  
SERVANTS**

\*\*\*\*\*

**CAYMAN ISLANDS GOVERNMENT**

**EMPLOYMENT AGREEMENT**

**AGREEMENT** made on ***Insert Date***

**BETWEEN** ***Insert name, title and entity of appointing officer*** on behalf of the Government of the Cayman Islands (hereafter referred to as “*the employer*”).

And

***Insert name of employee*** of ***Insert address of employee*** (hereafter referred to as “*the employee*”).

### **Appointment**

1. The employer agrees to employ the employee in the position of **[Insert name of position]** in **[Insert name of Civil Service entity]** and the employee agrees to undertake the duties of the position diligently and faithfully.

### **Employee's Duties**

2. The general duties of the position are specified in the Job Description attached to this Agreement, together with such other reasonable duties as may be specified by the employee's supervisor, and may be modified from time to time at the discretion of the employer. **[Attach Job Description to back of employment agreement]**

### **Duration of Employment**

3. The employee's employment will commence on **[Insert day, month & year]** and is for **[select relevant period] an indefinite period of time (open-term) [or] a fixed period ending on [Insert last day, month & year] [or] a six-month probationary period ending on [Insert day, month & year].**

### **Place of Work**

4. The employee's normal place of work will be the **[Insert name and address of place of work]** but may be varied at the discretion of the employer.

### **Terms and Conditions of Employment**

5. The terms and conditions of employment are as specified in Schedule 1 of the Personnel Regulations (as amended from time to time), and that Schedule shall be read and construed as part of this Agreement. A copy of Schedule 1 of the Personnel Regulations, current at the date of this Agreement was entered into, is attached. **[Attach a copy of Schedule 1 to Personnel Regulations to the back of Employment Agreement]**

6. The employee's normal hours worked per week shall be **[Insert number of hours e.g. 37.5]**, and the employee's hours of attendance **[shall/shall not]** be shift-based.

### Dependents

7. For avoidance of doubt, the employee's spouse and dependent children named below will be eligible for medical, optical and dental benefits as set out in Schedule 1.

*[Insert Full Names of Spouse]*

*[Insert Full Name(s) of Dependant Children]*

As set out in Schedule 1 of the Personnel Regulations, paragraph 13(1)(b), the employee is required to notify the employer immediately of any change in dependent status affecting eligibility for medical benefits.

### Remuneration and Benefits

8. The employee's remuneration and benefits will consist of:

- (a) **Salary/Wages of CI\$ *[Insert amount e.g. \$ per annum or \$ per hour]*, on Salary/Wage Grade *[insert grade] Point [insert point]*; [OR] **Personal to Holder** Salary/Wages of CI\$ *[Insert amount e.g. \$ per annum or \$ per hour]*, in accordance with section 20 of the Public Service Management Law (2013 Revision) and as specified in paragraph 14A of Schedule 1 to the Personnel Regulations (2013 Revision) (a copy of which is attached to this Agreement);**
- (b) **Standard Allowances as follows: *[Insert list of relevant standard allowances, as appropriate, and relevant amounts]*;**
- (c) **Where a performance related remuneration scheme has been applied to the employee, a performance-related payment of up to 10% of the salary or wages of the employee, as specified in paragraph 3 of Schedule 1 to the Personnel Regulations (a copy of which is attached to this Agreement);**

- (d) Where a performance related remuneration scheme has been applied to the employee, other performance incentive remuneration, as specified in paragraph 3 of Schedule 1 to the Personnel Regulations (a copy of which is attached to this Agreement);
- (e) [Where the employee is under age 65 and is not currently receiving payments from the Public Service Pensions Plan, employer and employee pension contributions as specified in paragraph 3 of Schedule 1 to the Personnel Regulations]; [OR] [Where the employee is under age 65 and is currently receiving payments from the Public Service Pensions Plan and such employee, by virtue of entering into this employment agreement, elects to suspend payments being received from the Public Service Pensions Plan pursuant to section 23(1) or (2) of the Public Service Pensions Law (2013 Revision), employer and employee pension contributions as specified in paragraph 3 of Schedule 1 to the Personnel Regulations]; [OR] [Where the employee has attained early retirement age as defined in section 3 of the Public Service Pensions Law (2013 Revision) and elects, by virtue of entering into this employment agreement, to take phased retirement pursuant to section 23(3) of the Public Service Pensions Law (2013 Revision), by being employed on a lower salary grade or in a part time capacity, a pension without interruption and the employee will be ineligible to receive or make employer and employee pension contributions.] [OR] [Where the employee is at or above age 65 and is therefore ineligible to participate in the Public Service Pensions Plan, the employee will be ineligible to receive or make employer and employee pension contributions.] [Delete as appropriate]
- (f) Medical, dental and optical benefits as specified in paragraph 3 of Schedule 1 to the Personnel Regulations (a copy of which is attached to this Agreement);
- (g) Where the employee falls in the category of employees entitled to overtime, overtime pay or time-in-lieu, as specified in paragraph 3 of Schedule 1 to the Personnel Regulations (a copy of which is attached to this Agreement);
- (h) Public holiday pay, where the employee is entitled to it, as specified in paragraph 4 of Schedule 1 to the Personnel Regulations (a copy of which is attached to this Agreement);

- (i) A five-year cash grant, as specified in paragraph 3 of Schedule 1 to the Personnel Regulations; ***if not applicable, exclude this sub-paragraph***
- (j) An acting allowance, where applicable, as specified in paragraph 3 of Schedule 1 to the Personnel Regulations (a copy of which is attached to this Agreement);
- (k) An extra duties allowance, where applicable, as specified in paragraph 3 of Schedule 1 to the Personnel Regulations (a copy of which is attached to this Agreement);
- (l) Annual Leave in accordance with paragraph 5 of Schedule 1 to the Personnel Regulations (a copy of which is attached to this Agreement).

**Under or Overpayment of Remuneration**

- 9. (a) The employer agrees that any erroneous underpayment of remuneration will be paid to the employee at the next practical pay period.
- (b) The employee agrees that any erroneous overpayment of remuneration will be repaid to the employer and that to this end the employer may recover the overpayment from the employee by way of deduction from the employee's wages or salary over a reasonable period.

**Limited Engagement in Private Gainful Activity by the Employee**

10. The employee agrees not to, without the written agreement of the Chief Officer, engage in any private gainful activity that conflicts with the employee's duties, or might be reasonably perceived to conflict with those duties or that impinges upon the employee's ability to complete duties diligently and conscientiously in a manner that would normally be expected by a principal employer.

**Additional Undertakings by the Employee**

11. The employee agrees to:

- (a) comply with the Public Servant's Code of Conduct specified in section 5 of the Public Service Management Law (2013 Revision), and workplace rules, as amended from time to time. A copy of these documents, current at the date this Agreement was entered into, is attached to this Agreement; *[Attach a copy of the Public Servant's Code of Conduct, and workplace rules for the civil service entity concerned, to the back of the Agreement]*
- (b) participate in the employer's performance management system including the signing, completion and execution of annual performance agreements and annual performance assessments; and
- (c) warranty that the information contained in this Agreement is accurate to the best of the employee's knowledge and, without limiting the generality of this provision, in particular, that the terms set out in paragraph 8(e) of this Agreement are correct.

#### **Disciplinary and Termination Agreements**

12. The employer may discipline the employee or terminate **[his/her]** employment under the terms and conditions of employment as specified in Schedule 1 to the Personnel Regulations (2013 Revision) (a copy of which is attached to this Agreement).

#### **No Presumption of Further Employment**

13. The parties expressly agree that the employment of the employee establishes no presumption or expectation on the part of either party that the employee will be offered further employment at the end of the employment period.

#### **Termination of Employment**

14. The employee and employer shall provide periods of notice for the termination of employment as specified in paragraph 19 of Schedule 1 to the Personnel Regulations (2013 Revision) (employee) and in paragraph 20 of Schedule 1 to the Personnel Regulations (2013 Revision) (employer).

#### **No Liability of Governor**

15. Nothing in this Agreement imposes any liability on the Governor of the Cayman Islands acting in her personal capacity.

**Interpretation**

16. This Agreement shall be interpreted in accordance with the Laws of the Cayman Islands, and in the event of a dispute the Laws of the Cayman Islands will apply.

**Agreement Contains All Terms**

17. Except for any provision that applies by virtue of law, this document constitutes the entire Agreement between the employer and the employee and replaces all previous Employment Agreements between the employer and the employee.

**Amendments**

18. No amendments or modifications to this Agreement will be valid or binding unless made in writing, signed by both the employer and the employee and specifying the date on which they shall come into operation.

SIGNED: (on behalf of the employer)

\_\_\_\_\_  
(Signature of Appointing Officer)

\_\_\_\_\_  
Date

SIGNED: **(Insert Name of Employee)**

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_  
Date

- Attachments:  
Job Description  
Schedule 1 to the Personnel Regulations  
Public Servant's Code of Conduct  
Relevant work place rules

CC: **HOD**  
Treasury Department  
Portfolio of the Civil Service  
Public Service Pensions Board  
Immigration Department **(if applicable)**”.

9. The principal Regulations are amended by deleting the words “retirement age” wherever they appear (other than in regulation 2(1), paragraph 18 of Schedule 1 and the Annex to Schedule 4) and substituting the words “normal retirement age”.

Miscellaneous  
amendments -  
substitution of the words  
“normal retirement age”  
for the words  
“retirement age”

Made in Cabinet the 7<sup>th</sup> day of September, 2016.

Meredith Hew

Acting Clerk of the Cabinet.