



## REPUBLIC OF VANUATU

### FOREIGN SERVICES ACT NO. 20 OF 2013

#### Terms and Conditions of Employment of the Consul General of the Republic of Vanuatu to New Zealand Order No. 140 of 2014

In exercise of the powers conferred on me by subsection 36(1) of the Foreign Services Act No. 20 of 2013, I, the Honourable MELTEK SATO KILMAN LIVTUVANU, Minister of Foreign Affairs, International Cooperation and External Trade, after consultation with the Director General of the Ministry of Foreign Affairs, International Cooperation and External Trade, make the following Order.

#### 1 Terms and Conditions of Employment

The terms and conditions of employment of Mackenzie KALOTITI as the Consul General of the Republic of Vanuatu to New Zealand are set out in the Schedule.

#### 2 Commencement

This Order is taken to have come into effect on 4 June 2014.

Made at Port Vila this 23<sup>rd</sup> day of July, 2014.

  
Honourable MELTEK SATO KILMAN LIVTUVANU  
Minister of Foreign Affairs, International Cooperation  
and External Trade

## SCHEDULE

### TERMS AND CONDITIONS OF EMPLOYMENT

For the purpose of providing for the Terms and Conditions of Appointment for Mr. Mackenzie KALOTITI:

#### 1. INTERPRETATIONS

The following words and expressions must have the following meanings:

**Act** means Foreign Service Act No.20 of 2013;

**Director General** means the Director General of the Ministry of Foreign Affairs, International Cooperation and External Trade;

**Employee** means Mr. Mackenzie Kalotiti, the Officer appointed as Consul General of the Republic of Vanuatu to New Zealand;

**Minister** means Minister responsible for the Ministry of Foreign Affairs, International Cooperation and External Trade.

#### 2. DUTIES OF THE EMPLOYEE

The Employee is to perform the functions of a Consul General as set out in section 19 of the Act.

#### 3. SALARY, ALLOWANCES AND OTHER BENEFITS

(1) The remuneration of the Employee is a monthly salary of NZD 3,000.00.

(2) The Employee is entitled to the following allowances and benefits:

- (a) a Child Allowance of NZD150.00 per child per month if the child is under 18 years. The Child Allowance is only applicable for 2 children;
- (b) domestic (within jurisdiction) Duty Travel Allowance of NZD150.00 per day for the first 7 days. After first 7 days, the Domestic Travel allowance will be reduced by 50%;
- (c) domestic (within jurisdiction) In-Service Training Allowance of NZD100.00 per day commencing from date of workshop or

training begins and ends when workshop ends. This is only applicable if the training is approved by the Employer;

- (d) education Allowance of NZD630.00 per Child per school term. The education allowance is only applicable to children under the age of 18;
- (e) a Housing Allowance of NZD3,500.00 per month;
- (f) medical Allowance of NZD3, 120.00 per annum. The medical allowance will only be paid through refund of receipts by medical practitioners;
- (g) a transport allowance of NZD230.00 per month will be provided in the case where there is no vehicle owned by the mission;
- (h) overseas Mission travel allowances that are claimable upon endorsement by the Employer;
- (i) spouse Support Allowance of NZD350.00 per month that is payable only to a legal spouse or partner and will be paid only if a spouse accompanies his or her working partner in the Mission (based overseas).

#### **4. TERMINATION AND RESIGNATION FROM OFFICE**

- (1) The Minister may terminate the Employee's appointment by giving 3 Months notice in writing to the Employee for reasons under section 28 of the Act.
- (2) The Employee may resign at any time by giving 3 months notice in writing to the Minister.

#### **5. ANNUAL LEAVE AND SICK LEAVE**

- (1) The Employee is entitled to take annual leave upon approval by the Minister, and such leave is to be calculated at the rate of one and three-quarter working days for every month of service.
- (2) The Employee is entitled to take sick leave at the rate of 21 days per 12 months of service. Where in any period of 12 months the Employee takes sick leave exceeding 21 days, such number of days taken in excess of the 21 days must be taken as leave without pay.



- (3) No sick leave for a period of more than two consecutive working days is valid unless supported by a certificate by a duly qualified medical practitioner.

## **6. TRAVELS**

All other overseas travel on official and personal matters must be approved by the Minister on the recommendation of the Director General.

## **7. ADDITIONAL OBLIGATIONS**

- (1) All work produced by the Employee under the Agreement is the property of the Government and the Government must have all intellectual property rights in or arising from that work including, but not limited to, copyright, patent, trademark and design rights.
- (2) The Employee must deliver to the Ministry of Foreign Affairs, International Cooperation and External Trade all official information and all other Government property in the Appointee's possession upon termination of this Agreement.
- (3) The rights created and the obligations imposed under clause 5 to the extent that that paragraph imposes obligations on the Appointee in relation to the use of official information, survive the termination of this Agreement.
- (4) The Foreign Service Act No. 20 of 2013 and all other Laws of the Republic of Vanuatu must apply to the Employee.

## **8. CONFIDENTIALITY**

The Employee must not at any time whether during his or her employment or at any time thereafter (except so far as is necessary and proper in the ordinary course of his or her employment) make public or disclose to any person any information if:

- (a) the information relates to any dealing or matter relating to national security or protected under legislation; and
- (b) the information came to his or her knowledge in the course of his or her employment by the Employer as Honorary Consul.