



REPUBLIC OF VANUATU

FOREIGN SERVICES ACT NO. 20 OF 2013

Terms and Conditions of Employment of the High Commissioner of the Republic of Vanuatu to the Republic of the Fiji Islands Order No. 129 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 EDWARD NIPAKEI NATAPEI, Deputy Prime Minister and Minister of Foreign Affairs and External Trade, after consultation with the Director General of the Ministry of Foreign Affairs and External Trade, make the following Order.


1 Terms and Conditions of Employment

The terms and conditions of employment of Nikenike VUROBARAVO as the High Commissioner of the Republic of Vanuatu to the Republic of the Fiji Islands is set out in the Schedule.

2 Commencement

This Order commences on the day on which it is made.

Made at Port Vila this 4th day of February, 2014


Honourable Edward Nipakei NATAPEI
Deputy Prime Minister and Minister of
Foreign Affairs and External Trade

Terms and Conditions of Employment of the High Commissioner of the Republic of Vanuatu to the
Republic of the Fiji Islands Order No. 129 of 2014





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1 Interpretation

For the purposes of providing for the terms and conditions of employment of Nikenike Vurobaravu as the High Commissioner:

Employer means the Government of the Republic of Vanuatu;

Employee means Mr. Nikenike Vurobaravu.

2 Duties of Head of Mission

The Employee has the following duties:

- (a) to manage and direct the Mission, its resources and activities; and
- (b) to maintain friendly relations with the host country, the Republic of Fiji; and
- (c) to coordinate the official activities of the various Departments and Agencies of the Government of the Republic of Vanuatu (including promotion of investment, trade and tourism); and
- (d) to advance the interests of the Government of the Republic of Vanuatu with the Republic of Fiji; and
- (e) to provide quarterly written reports as well as an annual report to the Minister and the Director General of the Ministry of Foreign Affairs and External Trade (hereinafter called "The Ministry"); and
- (f) to carry out quarterly Mission's staff performance appraisal and sent it to the Minister and Director General of the Ministry; and
- (g) to collaborate with the Department of Foreign Affairs (hereinafter called "The Department") on the Head of Mission's performance appraisal quarterly; and




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- (h) to carry out such other legal duties in line with this appointment as may be assigned by the Minister or the Director General of the Ministry from time to time.

3 Official duties to have priority

The Employee:

- (a) must devote the whole of his time to his employment on matters that directly concerns the Employer; and
- (b) must not engage himself or act as an employee, agent or principal of any person, corporate body or any organization on any lawful activities or dealings in the capacity of the High Commissioner of the Republic of Vanuatu during his period of employment; and
- (c) must use his best endeavours and take all such proper steps or precautions as may be required, appropriate or necessary to prevent the loss, destruction, damage or waste of any deeds, writing, papers, books, monies, assets or other property of the Mission; and
- (d) must at all times comply with the requirements of this Agreement and all relevant Acts of the Republic of Vanuatu.

4 Confidentiality

The Employee must not at any time whether during his employment or at any time thereafter (except so far as is necessary and proper in the ordinary course of this 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 knowledge in the course of his employment by the Employer as High Commissioner.

5 Remuneration, allowances and benefits

- (1) The remuneration of the Employee is a monthly salary of FJ\$4,200.00

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- (2) The Employee is entitled to the following allowances and benefits:
- (a) a Child Allowance of 189.00 FJD per child per month if the child is under 18 years. The Child Allowance is only applicable for 2 children;
 - (b) a one-off payment of 986.00 FJD clothing allowance;
 - (c) Domestic (within jurisdiction) Duty Travel Allowance of 377.00 FJD per day for the first 7 days. After first 7 days, the Domestic Travel allowance will be reduced by 50%;
 - (d) Domestic (within jurisdiction) In-Service Training Allowance of 189.00 FJD 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 Director General;
 - (e) Education Allowance of 943.00 FJD per Child per school term. The education allowance is only applicable to children under the age of 18;
 - (f) a one-off payment of establishment Allowance for permanent posting to overseas Missions of 3,774.00 FJD.
 - (g) a Housing Allowance of 7,547.00 FJD per month. 12% of the Housing Allowance will be deducted as High Commissioner's residence is paid for by the Government;
 - (h) Medical Allowance of 7,547.00 FJD per annum. The medical allowance will only be paid through refund of receipts by medical practitioners;
 - (i) no transport allowance will be provided as the High Commission has a vehicle;
 - (j) Overseas Mission travel allowances that are claimable upon endorsement by the Director General;



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- (k) Spouse Support Allowance 377.00 FJD 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).

6 Annual Leave and sick leave

- (1) The Employee is entitled to take annual leave upon approval by the Employer, 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.
- (3) If in any period of 12 months the Employee takes a sick leave exceeding 21 days, such number of days taken in excess of the 21 days must be taken as leave without pay.
- (4) A sick leave for a period of more than 2 consecutive working days is not valid unless supported by a medical certificate by a duly qualified practitioner.

7 Use of the High Commission's vehicle

- (1) The Employee may use a vehicle belonging to the High Commission with appropriate authority for official purposes only.
- (2) The appropriate authority means:
- (a) during the Employee's usual working hours, the prior approval of the High Commissioner, which approval may only be given for official duties;
- (b) outside the Employee's usual working hours, the prior approval from the High Commissioner in accordance with the written note.

8 Termination and resignation from office

- (1) The Minister may in writing recall the Employee if he:



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- (a) ceases to be a citizen of Vanuatu; or
 - (b) becomes bankrupt inside or outside Vanuatu; or
 - (c) is convicted of an offence inside or outside Vanuatu that is listed under subsection 27(2) of the Leadership Code Act [CAP 240]; or
 - (d) is convicted for offences other than those under subsection 27(2) of the Leadership Code Act [CAP 240]; or
 - (e) is incapacitated by an illness; or
 - (f) is not complying with his or her performance agreement with the Minister; or
 - (g) is regularly absent from functions without providing reasonable excuse to the Director General; or
 - (h) commits the State to a bilateral agreement without authorization from the Minister or Director General; or
 - (i) consistently travels for unofficial purposes without obtaining prior approval from the Director General; or
 - (j) discloses information to the media without obtaining authorization from the Director General; or
 - (k) breaches the Public Finance and Economic Management Act [CAP 244]; or
 - (l) has acted contrary to a lawful instruction given by the Minister; or
 - (m) brings into disrepute the integrity and reputation of Vanuatu; or
 - (n) acts contrary to the Government's foreign policy.
- (2) The Employee may resign at any time by giving 3 months notice in writing to the Minister.



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9 Surrender of government property

- (1) On the termination of this Agreement, the Employee must, as soon as possible, deliver to the Employer (whether or not demanded therefore is given by the Employer), all stores, articles, property, files, motor vehicle or other assets and any other materials belonging to the Government.
- (2) If on termination of the employment the Employee is occupying a Government House, he is to deliver up to the Government such house and vacate the same not more than 30 days after ceasing to be employed.
- (3) An occupation of any Government house beyond his 30 day period under subclause (2) constitutes trespass and renders the Employee liable to be evicted from the house.

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