

## CONTRACT OF EMPLOYMENT

**THIS AGREEMENT** is made on the 1<sup>st</sup> August 2002.

**BETWEEN:** The National Authorising Officer Support Programme II,  
Programme of the European Union (hereinafter referred to as  
EU) of PO Box 1199 WAIGANI (the employer) of the one

**AND:**

Mr. Gibson WEKINA (the employee) on the other part.

**WHEREAS** the Employee is engaged as a Financial monitoring controller for a period of 2 years

**AND WHEREAS** the employer is desirous of employing the Employee as a Financial and Monitoring Controller and the Employee is willing to serve in such capacity subject to terms and conditions set out in this Agreement and including the terms and conditions set out in the schedule attached hereto.

**NOW THIS AGREEMENT WITNESSETH** that in pursuance of the premises and for the consideration hereinafter appearing as follows:

**1. EMPLOYMENT**

The employer will employ the Employee and the Employee will serve the employer in the position set out in the Schedule hereto upon the terms and subject to the conditions hereinafter appearing.

**2. ENGAGEMENT PARTICULARS**

2.1 Set out below are the Rules for Good Conduct that the Employer will expect the Employee to observe as an employee of an EU Development Fund Programme. The Employer wishes to ensure that all of its staff members work positively towards achieving its objectives, with its clients and customers in whatever way they have contact with them.

- a) Carry out the work for which you have employed in a conscientious and timely manner at the standard of quality required by the Employer, as set out in your Position Description and the requirements of this Contract.
- b) At all times behave in a manner appropriate to your position as an employee of the EU Development Fund. Be courteous, cooperative and helpful to other persons, and to all people having any business with EU Development Fund, in a manner that will reflect well on the Employer and yourself.
- c) At all times be completely honest in dealings with staff of the programme, and persons having business with it.

- d) Never be a party to any theft, fraud, dishonesty or falsification relating to any of the property or the affairs of the Programme.
- e) Punctually and willingly obey any lawful and proper instruction given by the Employer.
- f) Do not cause or permit damage to or neglect of any property or equipment belonging to the Programme , or use it without permission.
- g) Do not be under the influence of alcohol or drugs or chew betel-nut during working hours.
- h) Do not solicit or accept any gift or reward for doing some act in the course of your employment, unless it has been authorised by the Programme.

Do not, while employed by THE PROGRAMME, engage in any other paid employment without the approval of THE PROGRAMME.

Do not act or behave in such a manner that may be a source of danger to any other person.

- (k) Do not at any time authorise or commit THE PROGRAMME to expenditure without first checking the availability of funds or getting approval to an amount of over-expenditure.

2.2 The option to renew this Contract by the Employer will be based on the performance of the Employee, and the continued requirement for the position to be filled.

2.3 Where the Contract has been completed with a satisfactory assessment of performance, the Employer will give to the Employee an offer to enter into a new contract on no less than the same terms and conditions, unless the position has been declared redundant.

2.4 The date of expiry of this Contract may be varied by up to a period of three months by THE PROGRAMME in order to ensure that a particular research or other program is completed before the departure of the Employee.

**3. PERIOD OF EMPLOYMENT**

Unless this Agreement is terminated under Clause 15 hereof the employment of the Employee pursuant to this Agreement shall be for a period of three years commencing on the date set out in the Schedule hereto and expiring on the date set out in the schedule hereto.

**4. REMUNERATION**

4.1 The Employee's initial salary shall be at the rate per annum shown in the attached Schedule and the salary shall be payable fortnightly in arrears.

The salary shall be reviewed annually based on performance in the position and in relation to movement in the PNG Salary market.

- (i) (i)

## **5. ANNUAL LEAVE**

5.1 The employee will accrue annual leave at a rate of 1.5 days per month or is entitled to three (3) weeks leave per year. Leave is given at full pay.

5.2 The employee shall be entitled to a maximum of two weeks paid compassionate leave per annum. The employee shall notify the employer as soon as reasonable when it is necessary for compassionate leave to be taken.

5.3 Alteration in this arrangement is possible with the consent of the Programme coordinator.

## **6. LEAVE FARES**

6.1 The employer shall provide annual leave tickets for the employee and his immediate family to his or her home province or such other places agreed by them.

## **7. SICKNESSES**

7.1 In case of illness the employee is obliged to inform the employer immediately. If the illness lasts for more than three days a medical certificate must be produced.

7.2 Sick leave without a medical certificate is only paid up to a maximum of 15 days for each year. Any period exceeding 15 days is paid only at absolute discretion of the employer.

## **8. PROBATIONARY PERIOD**

The employee shall commence with a three months probationary period during which each of the contracting parties shall have the right to terminate the employment after giving seven (7) days notice.

## **9. MEDICAL INSURANCE**

The employer will cover the cost of basic health insurance for the employee and his/her immediate family. The choice of the policy involved will only cover the premium, which will be the decision of the employer.

## **10. SUPERANNUATION SCHEME**

The employer shall pay a monthly contribution equivalent of 7.5% of employees base salary to Superannuation Fund approved by the employer.

## **11. INFORMATION DISCLOSURES**

The Employee shall not at any time whether during the employment or at any time thereafter except so far as is necessary and proper in the ordinary course of employment make public or disclose to any person any information as to the practice, business dealings or affairs to the Employer or its clients which may come to his knowledge in the course of his employment.

## **12. SUBSIDIARY ACTIVITIES**

pursue a subsidiary activity of a literary kind or any kind except with the prior written consent of the employer. The employee may only undertake publication of matters concerning his or her sphere of work on the host country with the prior written agreement of the employer.

## **13. INVENTIONS AND PATENTS**

13.1 The Employer will have exclusive ownership and sole benefit of all inventions, improvements to plants, machineries, processes and other aspects of the Employer's affairs, including technical papers and computer programmes, which may be made, developed or discovered by the Employee, whilst the Employee is in service under this Agreement. The Employer will have title to any patents for such inventions or discoveries and copyright over all papers and computer programmes and the Employee will do all things necessary, as required by the Employer, to give effect to this clause.

13.2 The Employee will not, after the expiration of the Term, publish or cause to be published in any form any matter that may be prejudicial to the Employer, and the Employee will seek from time to time and act upon advice from the (PNG) Programme Director in order to ensure compliance by him with this Clause.

## **14. VARIATION OF CONTRACT**

The employer may vary, amend add to or delete any of the terms or conditions of this agreement by giving three (3) months notice in writing to the employee.

## **15. TERMINATION OF EMPLOYMENT**

15.1 In the event the Employee:

- (a) Commits any act of wilful disobedience or misbehaviour or any gross neglect of his/her duties;
- (b) Fails to carry out duties in accordance with clause 2.1 of this Contract;
- (c) Seriously breaches the rules of good conduct specified in

Clause 2.1 of this Contract;

(d) Commits or is convicted of a criminal offence; or

(e) Fails to comply with reasonable instruction, orders and directions of the Management of the The programmeropean Union

then the employer may forthwith terminate this Agreement and the employment of the Employee.

(a) become incapacitated by illness by reason of mental or bodily

affirmity or any other reason is unfit for or unable to discharge or incapable of discharging all obligations under the contract; or

(b) be advised by a medical officer nominated by the employer

that his health has deteriorated to a degree that it is advisable for him to leave his employment;

then the employer may forthwith terminate the Agreement.

15.3 The employee shall be terminated:

(a) In the event of the position being made redundant

(b) For any breach of this Contract, as notified by the Employer

15.4 The employment under this Contract may be terminated either:

(a) By the Employer giving three months notice, and the grounds shall be stated in writing; or

(b) By the Employer without allowing any period of notice paying

the salary and allowances of the Employee for a period of three months after the giving of notice in writing; or

(c) By the Employer without allowing any period of notice or

making any payment in lithe programme of notice should the Contract be terminated for cause as defined in Clause 2.1 depending on the seriousness of the offence as judged by the Employer;

By the Employee giving three month's notice in writing to the Employer.

15.5 Notwithstanding the application of termination provisions as set out above, the Employer may, under circumstance of termination other than by breach of the Contract, elect to make an Ex-Gratia Termination Benefit of up to a further three months Base Salary in lithe programme of notice.

(d)

18.

**GOVERNING LAW**

The Contract parties agree that this Contract shall be construed and take effect in all respects in accordance with the laws for the time being in force in Papua New Guinea.

19.

**WORKING HOURS**

The Employee shall be employed for at least 8 hours per day adding up to 80 hours per fortnight. There may be instances where hours above this are necessary but this is to be considered part of the job and overtime may be paid.

c)



IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first hereinbefore written.

Signatures

Jean Yves Hansart  
Programme Administrator  
NAOSP II / EU-PMU

Gibson WEKINA

# SCHEDULE 1

## BASIC TERMS AND CONDITIONS

ITEM 1

Date of Contract  
Employer

1<sup>st</sup> August 2002  
The NAOSP II programme

Telephone: (675) 328. 85.72

Facsimile:

(675) 325 4234

ITEM 3

Employee

Mr

Telephone: (675) .....

ITEM 4

Position

ITEM 6

Term

Three (3) Years

ITEM 6

Place of Employment

ITEM 7

Commencement Date

1

12001

ITEM 8

Termination Date

1

12003

ITEM 9

Base Salary

K

ITEM 10

Marital Status

ITEM 11

Salary

Fortnightly: K  
Monthly: K  
Weekly: K  
TOTAL: K

ITEM 12

Salary Review

ITEM 13

Other Benefit

ITEM 14

No. of Dependents

ITEM 16

Place of Recruitment

ITEM 16

Days of Annual Leave

ITEM 17

Place of Annual Leave

ITEM 18

Days of Sick Leave

Entitlement

ITEM 19

Days of Compassionate  
Leave

ITEM 20

Place of Repatriation

ITEM 21

Normal Hours of Work  
Per Week

ITEM 22

if reasonable overtime is required without payment of overtime

ITEM 23

Other matters, if any