

BETWEEN: Barnabas Boe & Ors.
Claimants

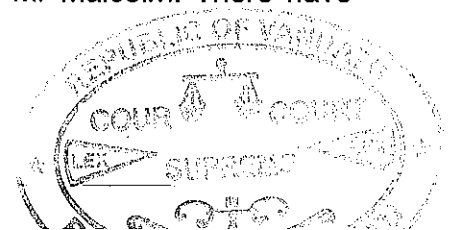
**AND: Telecommunications &
Radiocommunications
Regulator**
Defendants

Date of Trial: 20th, 21st and 22nd March 2023
Submissions: 27th and 31st March 2023
Before: Justice JP Geoghegan
Counsel: Mrs M Nari for the Claimants
Mr J Malcolm for the Defendant

Date of Delivery of Judgment: 14th April 2023.

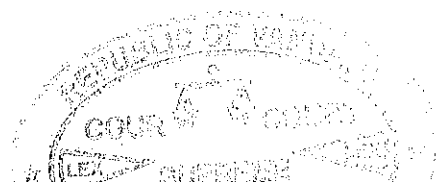
Judgment

1. These proceedings involve nine separate claims by former employees of the Telecommunications and Radio Communications Regulator (TRR). All claimants were engaged in various positions until the termination of their employment in August 2015. All claimants except for the claimant Mrs Esther Saul, resigned from their positions on 10th August 2015. Accordingly, their claim is based on constructive dismissal. The position of Mrs Saul is she was terminated with notice on 3rd August 2015, but that notwithstanding that, she is entitled to further compensation.
2. The details of the claimant's respective employment are set out in schedule 1 of this judgment. The claims were consolidated and heard together because all of the claims arise out of the same set of circumstances, namely what appears to have been serious differences between the claimants and Mr Ron Box, the Regulator of Telecommunications and Radio Communications in Vanuatu.
3. An unusual feature of these proceedings is that at no point has Mr Box filed a sworn statement. He has not been summoned to appear at the hearing and accordingly, the hearing has proceeded based on the evidence of the claimants alone and cross-examination of them by the defendant's counsel Mr Malcolm. There have



been sworn statements filed in support of the defendant however they have been exclusively for the purpose of placing relevant documents in evidence.

4. It should also be noted that two of the claimants, Mr Alma Wensi and Mrs Margaret Terry are deceased. Notwithstanding that, it was agreed by counsel that the proceedings could take place without the substitution of an administrator or executor. No doubt in the event of the claimants being successful any payment awarded to the deceased claimants will simply become part of their estate.
5. The evidence of each of the claimants was remarkably similar as were the statements of claim in respect of each of them. Although the circumstances in respect of each of the claimants is similar, a determination of their claims involves an analysis of the particular facts applying in each case. In that regard, the Court's enquiry needs to involve an individual assessment of each case.
6. There were several preliminary issues that required determination at the commencement of the hearing. The claimant, Ms Rosalina Andre did not attend the hearing as Mrs Nari was unaware that she was in Australia at University. Enquiries were made of the Registrar as to whether she could give her evidence by audio-visual link but unfortunately that was not possible due to the delay which would be involved (several days). An adjournment was not applied for, and I determined that Ms Andre's claim would simply be dealt with by attaching appropriate weight to her sworn statements. This was made easier by the fact that, as referred to, her evidence was remarkably like that of the other claimants.
7. Mr Malcolm conceded that, with reference to Mrs Saul, the defendant accepted that there was a balance of VT 62494.00 outstanding to Mrs Saul by way of annual leave. Mrs Nari confirmed that Mrs Saul's claim for severance and the application of a multiplier were withdrawn. That left the only issue to be determined in Mrs Saul's case, her claim to "compensation" of five years annual salary, in addition to her notice payment under s.49 Employment Act [Cap 160] (the Act).
8. Given the nature of the claim, it was also agreed that the evidence of each claimant would be admissible, to the extent necessary, in the case of other claimants.
9. Of all the claimants, Mrs Berukilukilu was the longest standing employee of the TRR. I draw on her sworn statements to outline the history of the matter giving rise to the claims.
10. Her evidence was that she had served under three expatriate Regulators with Mr Box having taken over as regulator in December 2012. Mr Boe was a similar long serving employee who had served under all three Regulators. Mrs Berukilukilu described a distinct difference between the management and leadership styles of Mr Box on the one hand, and his predecessors on the other. Mrs Berukilukilu referred to the Regulators before Mr Box as respecting, empowering, encouraging



and trusting of staff and providing them with the necessary guidance and support and resources to undertake their duties. She described the previous Regulators as “great leaders, good bosses, good mentors and good listeners.”¹

11. Mrs Berukilukilu stated that the working environment changed when Mr Box took over his term as Telecom Regulator in December 2012. She stated that in the first staff meeting held by Mr Box, he instructed staff to be careful about their outbound communications to protect and maintain TRR’s image and reputation in Vanuatu and the Pacific region and verbally warned all staff at that time that failing to respect that instruction would provide grounds for dismissal. He expressed concern about people’s perception regarding TRR and communicated to the staff that he was not in Vanuatu “to be liked.” Mrs Berukilukilu referred to her “shock” at Mr Box’s approach to the staff, which she considered disrespectful and rude. She stated that she considered that Mr Box cared more about the organisation of TRR rather than the individual employees and she stated:

“I was disappointed and discouraged and for the first felt threatened that I could lose my job anytime if I am not careful. I also understood that I had to work hard to may be earn his trust and respect one day. I started to feel insecure about my job ever since.”²

12. Mr Box changed reporting lines for Mrs Berukilukilu and took the view that her direct reporting to the Regulator was inappropriate and instructed her to report to him through Mrs Louise Nasak the newly appointed manager of Technical and Internet Governance. All staff were to report to Mr Box through three separate managers. It is clear from Mrs Berukilukilu’s evidence that that did not sit well with her and other staff also, and that she felt “demoted” and could not understand why Mr Box did not take time to settle down and get to know her staff before initiating a restructure. At that time, there were thirteen staff with five sitting at management level which included the Regulator and the World Bank Coordinator. Mrs Berukilukilu’s discomfort at the new situation is exemplified by a statement by her that:

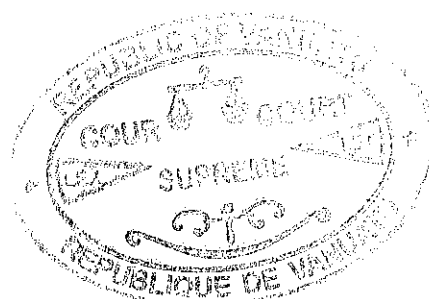
“The new TRR management structure only strengthened and tightened Mr Box’s power, control and allow for (sic) micro management to proliferate either directly or through the managers, which wasted precious time and caused unnecessary frustrations and delays on work flow.”³

13. This would remain a constant theme of complaint, Mrs Berukilukilu also referred to her view that her working environment and relationships within that environment deteriorated upon Mr Box being appointed as Regulator. An example provided by

¹ Sworn Statement of Meriam Berukilukilu 6th March 2019 para 7

² Ibid para 18

³ Ibid para 22



Mrs Berukilukilu, was that Mr Box initiated a pre-selection for the next Ni-Vanuatu Regulator which:

".....indirectly caused competition to slowly build up between the managers, who tried really hard to get their respective teams to perform and deliver creating unnecessary pressures, frustrations, misunderstanding, arguments, delays and discouragement."

14. Mrs Berukilukilu also referred to Mr Box "showing favouritism" although no evidence of that favouritism was provided.

15. Various employees left, Mrs Berukilukilu putting this down to difficulties with working with Mr Box. She referred to witnessing three employees crying after being reprimanded by Mr Box. She stated that⁴:

"It reached a time when I get scared and hated to open my work email because of the expectation that I might find a hurtful and discourteous email from Mr Box."

16. Significantly, no emails fitting that description or in fact any emails from Mr Box to Mrs Berukilukilu (one on one as opposed to a group email) were provided in evidence.

17. Mrs Berukilukilu referred to the Municipal Elections held on 11th April 2014. In her statement she stated that Mr Box had requested that all employees intending to vote should indicate in writing their intention to vote with a copy of their voting cards to be placed in their personal files. Mrs Berukilukilu annexed the instruction received from Mr Box by email dated Friday 11th April 2014. With reference to that email she stated:

"We were shocked by Mr Box's approach because he was requiring us to copy our voting cards, a confidential document belonging to the State and only the holder and the electoral office have the right to possess copies of it given the nature of secrecy has."

18. Mrs Berukilukilu's evidence show two things. Firstly, it does not correctly interpret the instruction from Mr Box and secondly it shows a level of sensitivity to Mr Box's instructions which, on an objective assessment, does not stand scrutiny. The email concerned stated as follows:

"All TRR staff,

I understand that the mandate has come from the President of the country regarding voting and the granting of holiday for this purpose. I respect that decision.

⁴ Sworn Statement Marianne Berukilukilu dated 06/03/19 at paragraph 27.



In the notice, however, it specifically mentions that the public holiday is for registered voters of Port Vila's constituent.

I don't believe all TRR's staff are registered members of Port Vila, so to be fair to all and particularly to TRR's commitment, I need every staff member to individually confirm to me in writing:

- Whether you are or are not a registered member of the Port Vila constituent.
- Provide evidence that you are a registered member of the Port Vila constituent to confirm that you are entitled to this holiday.
- A separate, in writing, clear confirmation and commitment that you will vote.

I request that these be provided to me no later than 2pm 14th April.

If I do not receive it that I can see no reason for you to be considered eligible for the day off.

For any such declared holidays in the future, these rules will apply. Each time such a holiday is declared, you will need to provide me with all of the above information if you wish to take advantage of such a declared holiday.

Given this, I expect to see that there will be some TRR's staff that will be working at TRR – along with me!

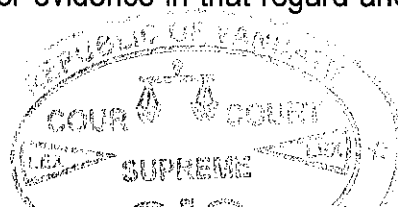
Please note that on Tuesday morning Lenise will be providing with you an important Training Session and I do not intend to reschedule it.

All TRR's staff that are registered members of Port Vila constituent.

Further to the above, given TRR's heavy workload and commitments and, noting how pressured we currently are and behind in our deliverables in some critical areas, I am seeking your understanding in consideration in putting TRR first yet still be able to vote.

I am seeking for you to attend the important training session in the morning and then vote in the afternoon. That way, both objectives can be achieved. I cannot see why anyone here in PV would need a whole day for voting purposes. Surely half a day is more than adequate? Should you choose not to do these things so be it, but I will not reschedule this training for you."

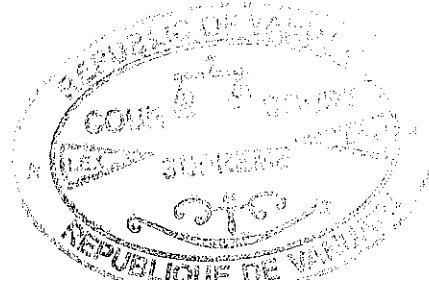
19. Contrary to Mrs Berukilukilu's evidence the claimants were not required to produce a copy of their voting card. They were merely required to provide evidence that they were registered voters. I asked Mrs Berukilukilu what the issue was in respect of the voting card. She explained that the card contained a history of your voting, not how you voted but when you voted. I accept her evidence in that regard and



can appreciate that it is none of an employer's business as to when an employee voted. That is their confidential information. I suspect however that that could have been resolved very easily had anyone taken the trouble to explain to Mr Box that the voting card contained that kind of confidential information. There is certainly nothing in the evidence which suggested that he knew that. In my assessment however, he was quite entitled to seek some proof from the employees as to whether they were entitled to vote and therefore take leave. In that regard, the evidence on behalf of the claimants from Mrs Berukilukilu was that employees who were not entitled to vote were not entitled to time off on voting day. I consider it to be entirely appropriate for an employer to enquire of his employees which ones were entitled to take time off to vote and which were not. What was not appropriate was the requirement for employees to provide written confirmation that they would vote. That is confidential information and Mr Box was quite wrong to require it. This issue does not appear to have troubled the claimants.

20. It is reasonable for an employer to ensure that if employees are not voting then they should not receive the advantage of a public holiday provided specifically for that purpose. Mr Box was entitled to require proof of registration of voting as part of business management. While Mr Box's correspondence was heavy handed, I am of the view that he was entitled to establish which of his employees were registered to vote.
21. Mrs Berukilukilu's evidence was replete with emotive language regarding Mr Box's alleged behaviour. By way of example, she referred to a meeting held on 12th August 2014, to discuss proposed staff changes and the finalisation of an HR staff policy. She stated that during that meeting Mr Box became "angry, upset, was offended and very aggressive against the team that made the review." She described the atmosphere as being very tense and one which made it hard to have a healthy and fruitful discussion as "staff were frustrated, discouraged and openly humiliated by Mr Box."⁵ Unfortunately, other than these broad descriptions, no concrete examples were provided of the "open humiliations" allegedly undertaken by Mr Box.
22. Mrs Berukilukilu described a working environment which, from at least her point of view was deteriorating, due it seems, to Mr Box's style of management which stood in stark contrast to those of previous Regulators.
23. Typical of the change in management style was an incident referred to by Mrs Berukilukilu in March 2014 when, as the result of her uncle dying on 26th March 2014, she contacted the manager of Consumer and Corporate Affairs, Mrs Dalsie Baniala, to seek leave. Mrs Berukilukilu stated that Mr Box and Mrs Berukilukilu's manager, Mrs Nasak were in Singapore at that time. Mr Box was unhappy with the way in which the matter was handled and expressed his dissatisfaction with the

⁵ Ibid para 35



fact that Mrs Berukilukilu had not contacted Mrs Nasak who, he maintained, could have been contacted by email. He required confirmation from Mrs Berukilukilu that she had contacted Mrs Nasak that a leave form had been completed and that leave had been approved, so that a decision could be made as to whether it was granted as compassionate leave in accordance with the HR manual or special leave. If not, it would be taken as annual leave. In the emails that followed no reference appears to have been made to Mrs Berukilukilu's employment contract which, pursuant to clause 7, provided her with 21 days special leave per annum for various purposes including:-

"When the employee suffers a bereavement of a death of the employee's spouse (includes de facto partner), parent, child, brother/sister, grandparent, or parent-in-law or any other person accepted by the Regulator as having a close family relationship with the employees."

24. Clearly, pursuant to the agreement the death of an uncle would require approval by the Regulator to come under the provision of special leave. Mr Box was within his rights to query this. It is my clear impression, that by this stage Mr Box was requiring complete transparency which meant that matters which may more compassionately and sensitively have been dealt with by face-to-face communication were dealt with by arm's length emails. There was nothing to stop a combination of the two styles to ensure that the contents of any face-to-face meetings were then clearly recorded for the parties involved. The gap between the Regulator and the claimants continued to widen.
25. In her evidence, Mrs Berukilukilu referred to the fact that Mr Box returned to Australia on 9th February 2015, for his best friend's funeral, a trip that took him two working days and a weekend. She clearly felt that Mr Box was applying different rules for the staff and himself. What that point misses is that it is unknown as to whether Mr Box was entitled to take that leave as compassionate leave or whether he took it as annual leave. In any event, the comparison is a poor one. It is instructive however, regarding the attitude which was forming, not only within Mrs Berukilukilu, but the other claimants as well.
26. On 26th June 2015, ten members of the TRR (including all the complainants) signed a petition raising numerous allegations against Mr Box. The petition was addressed to the Minister responsible for Telecommunications. The evidence of the claimants is that the petition had taken some weeks to draft and that it was a collective effort with all the claimants contributing to its contents.
27. In taking this step, the claimants appeared to have ignored clause 13 of their employment agreement which addressed issues of "employment relationship problem." That clause provided that:

"13. Resolution of Employment Relationship Problem



13.1 *If the employee has an employment relationship problem, the employee shall advise the Regulator of it. The parties will discuss and tend to resolve the problem in the first instance.*

13.2 *If the problem cannot be resolved between the parties directly, then either party may refer the problem to the department of labour for mediation.*

13.3 *If the problem is in the nature of a personal grievance, then the employee must raise the grievance with the Regulator within 90 days beginning with the date of the alleged action giving rise to the agreements, or coming to the employees notice, whichever is the later."*

28. The Human Resources Staff Policy dated 30th September 2014, also addressed the resolution of employee grievances. It specifically addressed the issue of collective grievances which is the situation which existed in this case. Clause 9.3.3 of the Human Resources Staff Policy provided that:

"9.3.3 Collective Grievances

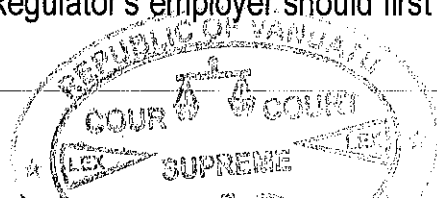
Grievances presented by a number of employees on the same subject must be presented to the Regulator in writing and signed by all the employees involved.

• **Reconciliation**

If the employees involved in a collective grievance are not satisfied by with the Unit Heads decision on their case, they can raise it to the TRR management team for consideration. If the employees involved in a collective grievance are not satisfied with the TRR management team's decision, they can raise it with the Regulator alone. If the employees involved in a collective grievance are not satisfied with the Regulator's decision, they are at liberty to present their grievance to the labour department for reconciliation."

29. Clearly, procedures which were set out in both the employment agreements of the claimants and the Human Staff Resources Manual, were not followed by the claimants.

30. The collective explanation provided by the claimants was that they did not go through the Office of the Government Chief Information Officer (OGCIO), because their "colleagues went there twice in the past but instead of getting a positive feedback, they were told off by the Regulator, despite going there in confidence that any discussion would be kept confidential." The evidence was that the OGCIO and not Mr Box had breached that confidence. No evidence was given by the colleagues referred to. The claimants did not want to go to the Labour Department because they felt that the Prime Minister, as the Regulator's employer should first



deal with him before the matter was taken "outside his sphere." The parties' evidence was that they were "hopeful and optimistic (sic)" that the Prime Minister would helpfully intervene.

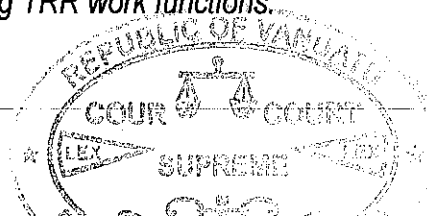
31. The petition was also copied to the Minister for Internal Affairs, Director General for the Prime Minister's Office, the Director of Aid Coordination in the Prime Minister's Office and the Commissioner of the Labour Department. It was not provided to Mr Box. The petition is a fifteen-page document outlining the complaints of the staff with respect to Mr Box in the way he managed the office of the TRR. It recorded that it was presented as a collective petition involving the majority of the employees within TRR, namely twelve out of eighteen staff in total, although the petition was only signed by ten staff. The petition stated that Mr Box's management and relationship with the petitioning staff had damaged the relationship of confidence and trust between employer and employee and had continued to negatively impact and diminish "to concerning levels" the petitioners trust and confidence in him as head of the organisation. The petition referred specifically to clause 9.33 of the Human Resource Staff Policy which referred to the resolution of collective grievances. It claimed that the petitioners could not have recourse to clause 9.33 as:

- a) Two out of three TRR managers were all also part of the petition and the person they were petitioning against was the Regulator;
- b) There was no provision in the HR policy for addressing grievances against the Regulator; and
- c) There was no guarantee in the HR policy that would give the petitioners confidence that if they address their petition directly with the Regulator their employment status would not be jeopardised because the Regulator did not have a clearly expressed process upon which he can deal with the grievances.

32. The petition recorded that:

"We make such a statement because we have experienced direct defensive, unprofessional, too personal, disrespectful and defamatory statements made by the Regulator against us as individuals when we raise a grievance or try to address an issue he raised against us individually or as a Team. He does not invite us individually to verbally discuss any issue or concern he has of us or had with us, but he continues to attack us via emails.

He does not like to be advised that he is or could be wrong on certain issues and when he is advised of such, he becomes angry and would usually direct us to never tell him what to do as he is the boss and CEO and to confirm to him by email that we understood his instruction and will comply with decision and direction, furthermore apologise to him for providing the advice or difference of views. This kind of attitude and approach by the Regulator is portrayed with regard to HR issues and other times, matters concerning TRR work functions."



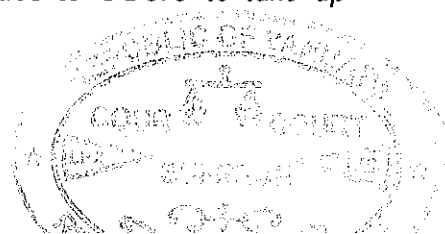
33. The alleged attitude of Mr Box was expressed as a reason as to why the petitioners felt that they needed to approach the Prime Minister directly. They also complained that the HR manager, Mrs Dalsie Baniala had not put in place a formal process where HR issues could be addressed and discussed easily, openly, and independently.
34. The petitioners expressed their view that, the appropriate and logical avenue for a petition against the Regulator “was directly to the Prime Minister pursuant to section 6 of the TRR Act”, which permitted the Minister to terminate or suspend the appointment of the Regulator in certain circumstances. Those circumstances generally apply to serious breaches of his appointment.
35. The petition then went on to list the “issues and concerns” which warranted it. The petition stated:

“During the two and a half years of occupying the position of the Telecommunications and Radiocommunications Regulator, Mr Box’s actions, decisions, treatments and communications towards the local staff and the organization has gravely highlighted three main areas of concern which we believe should be brought to your attention and be dealt with immediately because they amount to being serious misconducts:

- 1. Incompetence to manage TRR and regulatory matters as Regulator and Consultant;*
- 2. Breach of terms and conditions of his appointment; and*
- 3. Breach of other Vanuatu laws, such as the Employment Act.”*

36. Pages 5 to 14 of the petition then set out the various complaints against Mr Box.
37. As to his competency, there were complaints that he heavily relied on consultants and that “almost 90% of [his] work was spent on proof reading and editing reports and checking English spelling and grammar, i.e. correcting rather than providing appropriate regulatory comments, advice and guidance to develop/stimulate points and thoughts.” The petition claimed that Mr Box did not provide in depth regulatory analysis, that he had a bullying style of leadership, that he refused to review the TRR Act, that he was indecisive, that he had never conducted “a single in-house training for staff on regulatory issues.” As justification for the allegations of incompetency the petition stated that:

- a) Mr Box needed to always check the staff and work which they were doing;*
- b) He left the organization without “trusting the managers and staff to do their work”;*
- c) No direction setting and constant change of views;*
- d) Indecisiveness and transferring responsibilities to OGCI to take up instead;*



- e) *No regulatory instrument developed out of his own initiative;*
- f) *A decision to impose a "high radio apparatus fees structure" had resulted in public uproar especially;*
- g) *He has focused staff training on soft skills and not on regulatory and technical areas which was the core functions of TRR.*

38. The petition also alleged that Mr Box obtained advice and opinion from his wife on issues and had sent her "internal stuff to check for him before issuing it to staff" and that he had engaged friends as consultants.

39. The petition alleged that there had been a lack of transparency regarding the implementation of Mr Box's contract and appointment. Within that allegation, the petition alleged that Mr Box "does not show or perform high professional and ethical competence and integrity when performing the services as appointed for." It referred to the fact that he had never learned Bislama to build up a relationship with the people he was required to communicate with.

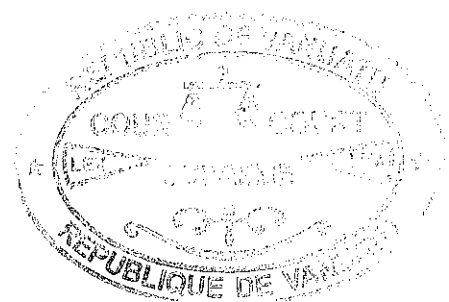
40. In terms of Mr Box's style of management, the petition alleged that he was not approachable, something which had been "publicly declared and agreed by staff members" and that that "interpersonal trait" made it impossible for staff to freely and openly discuss issues or matters of concern with him. It criticized Mr Box for "always [believing] in leaving paper trails of issues and events, trivial and large, where most times, paper trails were not warranted." It stated that Mr Box became defensive and aggressive in any face-to-face discussions and had used harsh terms against staff, for instance "this is a dog's breakfast," "stupid," and "rubbish," that he dictated and bulldozed internal policy documents, that he engaged in a technique of "naming and shaming" when staff spoke out including defaming some staff members. At page 7 of the petition, it recorded that:

"There is instance(s) of breach of confidentiality that he sends emails on internal TRR matters outside to be checked by his wife. One incident is an email of reprimand of a staff member which was checked and reviewed by his wife.

His work place attitude is disrespectful to Ni-Vanuatu, and one of being racist, dictatorship and bullying."

41. Allegations of breach of confidentiality, racism, disrespecting Ni-Vanuatu, dictatorship, and bullying are serious allegations.

42. The petition alleged that Mr Box had not been sufficiently transparent since he had assumed his role in December 2012 and had not made the financial health and position of the organisation clear to management and listed a number of complaints with respect to the alleged inadequacies of Mr Box in respect of financial management.



43. The petition complained of Mr Box “micro managing every aspect of the organisation to the point it is unbearable and inflexible,” that he had not engaged in any capacity building for the organisation, that he had travelled excessively and that he did not delegate his responsibility and authorities to the management staff when he travelled out of the country.

44. In short, the petition consists of a litany of complaints not only in respect of Mr Box’s management style, something which had clearly created ill-feeling in the workplace, but in respect of his basic competence to undertake the job. The petition suggested that:

- a) *Mr Box suspended under Section 6 of the TRR Act while the TRR was put under investigation from an independent inquiry, free of OGCIO interference;*
- b) *That the suspension take immediate effect based on serious misconduct pursuant to Section 50 of the Employment Act;*
- c) *That the HR and Financial Manager be suspended pending an investigation;*
- d) *The Regulator and Corporate Manager’s access to the computer and TRR office building be suspended until completion of the investigation;*
- e) *That the Regulator and Corporate Manger have access to the building to only personal belongings;*
- f) *That is an interim measure Mr Barnabas Boe be appointed to assume the role of Acting Regulator to ensure that the position of Regulator is not vacant.*

45. After the petition was filed with the Prime Minister’s office, Mr Johnson Naviti, the Director General to the Prime Minister’s office requested that the petitioners provide evidence of the matters referred to in the petition. That was provided and annexed to the sworn statement of one of the claimants, Ms Jessica Palo.⁶ That “evidence” consisted of a four-page document largely repeating what was in the petition. While a number of annexures were provided to supplement this “evidence,” those annexures were not provided as evidence in this case. Under the heading “Abuse of Powers” were references to Mr Box not wanting to take advice from managers and not wanting anyone to tell him what to do, threatening staff to comply and, as previously referenced, going on leave for a “friend’s” death but always questioning applications for compassionate leave. Under a heading, “3. Breach of other Laws of Vanuatu, such as the Employment Act” the document stated:

“a) Ill treatment contrary to the Employment Act

All the petitioners can testify of his harsh treatments towards the staff members being an inconsiderate person with regard to the welfare of the staff, he uses harsh words to tell them off and intimidates the staff with his position and power, to force them to comply with “orders.” Many female staff members have

⁶ Annexure JP11 to Sworn Statement of Jessica Palo dated 3rd April 2019



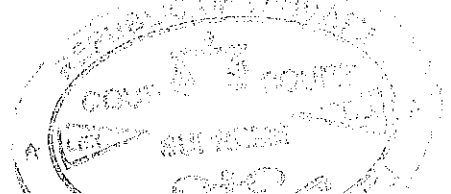
burst into tears because of his inconsiderate and harsh treatments, and undermining the work of the staff. He used "dogs breakfast" to describe works done by staff.

- *Annex Employment Act 1 (Marianne)*
- *Annex Employment Act 2 (Dog's Breakfast/Jeanette)*
- *Annex Employment Act 3 (TIG)*
- *Annex Employment Act 4 (Rosa)*
- *Annex Employment Act 5 (Dogs Breakfast/Management)*

b) Breach of Representation of People's Act and Constitutional Right
Requires voting counts to be copied for records and confirmation by staff on whether they will vote or not, to make it worst (sic), he has sent an email on that matter, and pasted the email onto the HR Manual.

- *Annex Vote 1*

46. Again, none of these annexures were provided to the Court, although I suspect that Annex Vote 1, under the Breach of Representation of People's Act and Constitutional Right Heading, was the email referred to earlier in this judgment regarding provision of proof of registration for voting.
47. The claimants collectively "stood down" from work on 7th and 8th July 2015, to go to the Prime Minister's office to request an appointment to see him regarding their petition. In the afternoon of either 7th or 8th July 2015, almost two weeks after the petition had been sent to the Prime Minister, the claimants emailed Mr Box to advise him about the petition and the stand down action they had taken. No permission was sought from him for the stand-down.
48. On 13th July 2015, Mrs Berukilukiiu, Mr Boe and Ms Palo of the claimants together with two other employees, Mr Fikiasi and Mrs Nasak (whose employment had been terminated on 6th July 2015) met with the Prime Minister, his private secretary and his first political advisor.
49. Prior to that, the claimants had received a letter from the Director General of the Prime Minister's Office instructing them to return to work. The claimants returned to work on 9th July 2015.
50. The evidence of Mrs Berukilukilu, was that Mr Box "became aggressive and his attitude was threatening as to our employment status." The "aggression" appears to have constituted Mr Box changing the lock on the main door and withholding keys from staff. He put a security officer in the entrance door and removed the administration rights from the IT administrator Mrs Saul. The divide between the parties was widening, although it is perhaps not surprising that Mr Box took a firm stance with the employees given that they had not adopted the processes in their employment agreement or staff resources manual in terms of resolution of

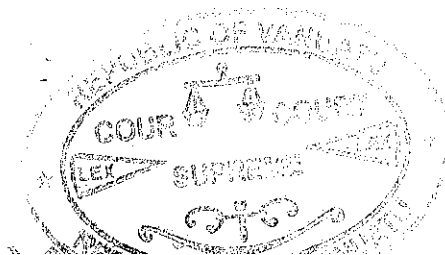


difficulties, had taken absence from work without their employer's permission, and had made a number of very serious allegations against their employer.

51. Mr Box left Vanuatu on 9th July 2015, and worked remotely in Australia until returning to Vanuatu on 21st July 2015, where he continued to work remotely from his home in Port Vila. Allegations have been made by some claimants that he left "without advising staff and the PM's office." Frankly, that is irrelevant although it shows a certain mind-set towards him on the part of the claimants.

52. On 13th July, Mr Box sent a staff circular to all TRR staff labelled "**ADMINISTRATIVE AND WORKING ARRANGEMENTS.**" In it he referred to the fact that a number of TRR's staff had not come to the TRR office on 7th and 8th July and had sought to raise complaints through a petition directly with the government and had not attended work from TRR's office on Thursday and Friday the previous week and again on 13th July. In the email sent to staff Mr Box acknowledged that it was a positive step that the staff who had stood down (i.e the Petitioners) had returned to the office to commence work. He notified the staff that he had been advised by the government that "in order to prevent hostile and intimidatory acts or such conducts towards [him], it was appropriate for [him] to work remotely for a time" he sought confirmation by return email by 5pm Wednesday 15th July that until such time as his term as Regulator ends (whether by expiry of his term or otherwise) that staff would accept and follow the practical and administrative procedures and working arrangements set out in this circular and would otherwise complied with their obligations as TRR staff. He advised that:

1. Each manager would provide him with a short update progress report on all deliverables and work undertaken or completed during the week by the close of business on Friday of each week.
2. Each "TIG staff" would also provide a short update by progress report on all deliverables and work undertaken during that week.
3. Correspondence that involved a decision or signature by him as Regulator needed to be provided to him for his approval signature and/or comment via email.
4. For execution and sending of correspondence of TRR his digital signature would be held solely by Mrs Baniala who would be the only person authorized to use or apply that signature.
5. TRR records (in electronic form or otherwise) would be used by staff solely for TRR business.



53. The final paragraph stated:

“The above matter reflects the paramount purpose and obligation of all of us to provide service intangible benefits to consumers, the industry, and other stakeholders including the government of Vanuatu.”

54. On 14th July 2015, the petitioners received advice that an officer of the Ministry of Labour had been instructed to commence an investigation, presumably regarding those matters within the jurisdiction of his Ministry. The expressed intention was that a report would be available to the Prime Minister and the Ministry of Internal Affairs by the end of July. A meeting was held between that officer and the petitioners on 15th July. The evidence of Mrs Saul was that that officer was replaced by a senior Labour Officer, Jean Luc Tawi, who was to attempt mediation with the parties prior to any conciliation proceedings.⁷

55. On 27th July 2015, the Auditor-General attended the offices of TRR, presumably for the purposes of investigating the financial operation of TRR.

56. Despite all of these developments, the claimants wrote to the Prime Minister on 29th July 2015, enquiring as to whether their petition had been given due consideration. The letter is a remarkable document where the petitioners repeat the allegations which had already been made against Mr Box and where they stated⁸:

“While a decision is yet to be made on the matter and on the course of action to be taken by your High Office, we continue to stress that we cannot tolerate working under Mr Box’s intimidating, bullying and demeaning attitude towards the petitioners.....”

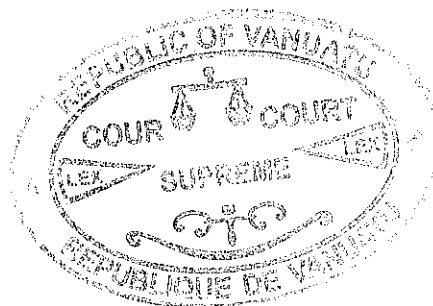
*We still feel that the best approach in addressing our petition over serious allegations against Mr Box is to suspend him. **We demand that he be suspended immediately while an investigation is undertaken.** (Emphasis added)*

If Mr Box is suspended, TRR’s functions and operations will not be affected. We declare that we can make decisions on behalf of TRR in a collective manner and support whoever is appointed while this investigation continues”

57. Mr Box was not suspended.

⁷ Paragraph 22, Sworn Statement of Esther Saul dated 24/09/18

⁸ Exhibit JP16 to sworn statement of Jessica Palo dated 03/04/19.



58. By this time, the claimants' petition had gained some public attention. The filing of the petition with the Prime Minister was the subject of an article on the front page of the Daily Post on July 8th, 2015. It did not report the names of the petitioners but stated that the petitioners sought the suspension of Mr Box, the Human Resources Manager, and the Financial Manager. It also reported that the petitioners sought a direction suspending the access of the Regulator and Corporate Manager to the computer network and TRR building until the matter was "fully investigated and cleared." That had indeed been sought by the petitioners.

59. On 3rd August 2015, the employment of Mrs Saul was terminated. That was described by Mrs Berukilukilu as "a very discouraging and unprofessional decision"⁹ on the part of Mr Box. The termination was on notice and therefore lawful however I accept that it may not have been seen that way by the other claimants.

60. On 6th August 2015, the Government Chief Information Officer, Mr Samuel held a meeting with Ms Baniala, Mr Fikiasi and the late Mr Wensi regarding the petition. Both Mr Fikiasi and Mr Wensi were signatories to the petition. Ms Baniala was not.

61. There was conflicting evidence regarding what was discussed in that meeting. In his sworn statement dated 6th March 2019, Mr Wensi stated that:¹⁰

"Mr Samuel stated that petitioners must continue to work and cooperate with Mr Box or they will be terminated".

62. There is no evidence as to the origins of that particular directive. There is certainly no evidence that it came from Mr Box. Mr Wensi referred to the fact that the comment was made before the investigating committee had issued its report. He then referred to annexure 'AW4' to his statement which was a report from Mr Wensi to the other petitioners summarising the discussions held with Mr Samuel. Regrettably, the copy annexed was not a complete copy of the document but a full copy was annexed as 'MB16' to the sworn statement of Mrs Berukilukilu dated 6th March 2019. Nowhere in that document is there a reference to any threat of termination. What the document records is Mr Samuel's advice that if staff did not support the Regulator the Regulator had the power to terminate any staff he wished and that would have the full backing and support of the Prime Minister's office. While that may have been taken as a threat it was also a statement of fact. It was also not a statement made by Mr Box. The report also recorded the view of Mr Samuel that if Mr Samuel were not happy with the Regulator, he would be the first one to advise the Prime Minister to dismiss him, but that Mr Samuel considered "there to be no issue with the Regulator and TRR deliverables and projects must continue." Significantly, the report also refers to the fact that Mr Wensi and Mr Fikiasi raised in the meeting that it was in the best interests of the staff that the

⁹ Paragraph 49 Sworn Statement of Marianne Berukilukilu dated 06/03/19.

¹⁰ Paragraph 18 Sworn Statement of Alma Wensi dated 06/03/19.



current projects of TRR continue and that “All petitioning staffs have the desire to continue with TRR works and projects.”

63. In her sworn statement of 6th March 2019, at paragraph 51, Mrs Berukilukilu said that Mr Samuel “reacted aggressively” when he received the “minutes” of the meeting from Mr Wensi. How Mrs Berukilukilu was aware of that and what she meant by “acting aggressively” was not explored in cross-examination however it was a term employed often by her to describe other parties’ disagreements with her. On 7th August 2015, the claimants met at lunchtime to discuss the termination of their contracts. At paragraph 53 of her sworn statement, Mrs Berukilukilu set out the matters which were claimed to demonstrate that Mr Box would “continue to terminate us.” Those factors included the “lack of intervention from the PM” and the “threats” made by Mr Samuel at the meeting on 6th August. I conclude that it was at that meeting that the claimants decided to terminate their employment.

64. The claimants terminated their employment on 10th August 2015. All claimants terminated their employment pursuant to s.53 of the Act.

65. The claimants gave their reasons for terminating their employment in subsequent sworn statements. Mr Wensi stated:

“I could not continue to work in an important institution that promoted sacra cation and micro-management of staff on a daily basis”¹¹

66. Mr Tasale stated:

*“I could not tolerate the increase in the ill treatment from Mr Box **after** the Petition.”*
(Emphasis added)¹²

67. Ms Palo stated:

“Any reasonable person would not possibly handle such treatments from another person.... We all agreed we were victims of ill-treat... Not only was he giving is unbearable pressure but he also question our integrity and has made circulars that were intended to compress and micro-manage all our movements during working hours. It was really unbearable.”¹³

68. Mrs Berukilukilu stated:

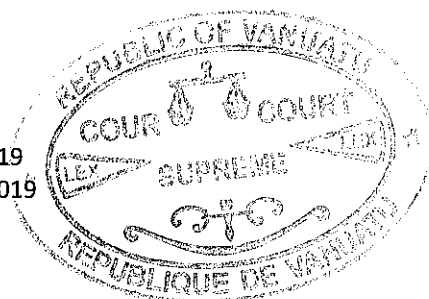
“Any reasonable person would not possibly handle such treatments from another person. I had worked for TRR for over five years and I did not want to end my employment like my two other colleagues.”¹⁴

¹¹ Paragraph 20 Sworn Statement of Alma Wensi dated 6th March 2019

¹² Paragraph 33 Sworn Statement of Mathew Tasale dated 6th March 2019

¹³ Paragraphs 41 and 41 of Sworn Statement of Jessica Palo dated 3rd April 2019

¹⁴ Paragraph 54 Sworn Statement of Marianne Berukilukilu dated 6th March 2019



69. Mr Boe stated:

"As the longest serving member of TRR staff and a technician, I have worked hard to get to where I was at and the threat of being terminated without notice and reason like the two former staff affected my work. I did not want my career and reputation to end in such a manner."¹⁵

70. Ms Andre stated:

"As a new university graduate I did not want to end up being terminated without notice and reason so I decided to terminate my employment contract under section 53 of the Employment Act [CAP 160]¹⁶."

71. Mrs Terry stated:

"The government is not serious about its own institution and human resource. We are at the risk of being terminated just like our colleagues Mrs Nasak and Mrs Saul. I was not ready to put my reputation and career on the line so I decided to terminate my contract pursuant to section 53 of the Employment Act"¹⁷

72. Mr Box did not accept the alleged grounds for the terminations and wrote to the claimants advising them so. In his letter he also stated:

"As you know, through a letter dated 29th July 2015 from the Honorable Prime Minister, and Minister responsible for Telecommunications/ICT, three-person committee has been designated to undertake an investigation under the Petition by you and other TRR staff and against the Regulator and is expected to report in the next week or so. This is the correct approach and will also allow full natural justice to prevail and all appropriate process is to be carried out."¹⁸

73. There are accordingly a variety of reasons given for the resignation of the claimants, some because of alleged micro-management and management style and some because they had taken the termination of other employees as a sign that they were next.

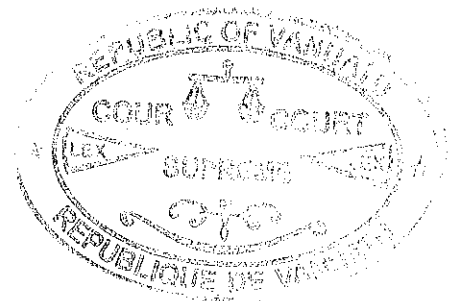
74. Despite the termination of their contracts, the committee appointed by the Prime Minister to investigate the claimants' petition convened a meeting between the claimants, the committee and the TRR. That meeting was held on 11th August 2015. The evidence of Mrs Berukilukilu, was that the chairman of the committee Mr Shing, had told those gathered that Mrs Saul had been terminated because she hacked Mr Box's email account. I attach minimal weight to that evidence. What is

¹⁵ Paragraph 30 Sworn Statement of Barnabas Boe dated 6th March 2019

¹⁶ Paragraph 20 Sworn Statement of Rosalina Andre dated 6th March 2019

¹⁷ Paragraph 36 Sworn Statement of Margret Terry dated 6th March 2019

¹⁸ Annexure RA7 to Sworn Statement of Rosaline Andre dated 6th March 2019



significant however is a statement in Mrs Berukilukilu's sworn statement where she said that as a result of hearing that information regarding Mrs Saul:

"We were shocked because it was clear that Mr Box had lied to the PMO about Mrs Saul and we could expect to have such false statements made against us."

75. The statement again demonstrates the mind-set which the claimants were operating under at that time.

76. On 19th September 2015, an advertisement was taken out in the Daily Post by way of a public notice which listed the ten petitioners (including the claimants) and stated:

'Public Notice

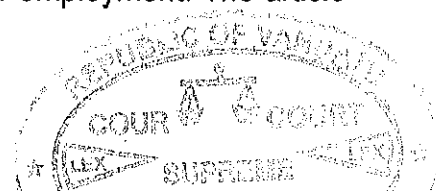
TRR wishes to inform the general public, businesses and its stake holders that the following person are no longer in the employ of TRR:

- *Barnabas Boe*
- *Lloyd Fikiasi*
- *Alma Wensi*
- *Jeffrey Tila*
- *Mathew Tasale*
- *Rosaline Andre*
- *Marianne Berukilukilu*
- *Lynette Andre*
- *Margaret Terry*
- *Jessica Palo*

These people no longer have any relationship to TRR, in any way and TRR has no responsibilities in respect of any of their liabilities, actions or decisions."

77. With reference to that advertisement the uniform evidence of the claimants was that that was the first time such an advertisement had been placed in the Daily Post and that it was tantamount to a notice to the public that claimants have done something wrong (the terms "criminal acts" were referred to by the claimants) and that people should be aware of their situation. The claimants claimed that the notice appeared to be defamatory and an act to tarnish the name of the petitioners. In fact, the advertisement simply stated a fact, namely that there was no longer an employment relationship between TRR and the persons named.

78. This advertisement is the basis for the claim by the claimants of a six time multiplier in terms of their severance. The reality was also that it was the claimants' petition which had brought the conflict between the petitioners and the Regulator into the public domain. In an article in the Daily Post published on 2nd November 2015, Mr Shing confirmed that the petitioners had terminated their employment. The article



(which was entered into evidence by the claimants themselves) referred to Mr Box desiring the claimants to come back to work. It was clear from the article that the government was expressing some frustration at the attitude of the petitioners and in respect of their demands.¹⁹

79. Given the significant degree of publicity regarding the dispute between the claimants and the Regulator, the public notice placed by the Regulator would have come as no surprise to anyone who have read about it. The publicity in respect of the matter had been generated almost entirely as a result of the actions of the claimants.

80. An example of the complaints of the staff was provided by Ms Jessica Palo who had been employed with the defendant as a Legal Officer on 6th January 2014. She stated that:

"19. On 1st April 2014, I was nominated to go on a trip to Nadi, Fiji, for and APT meeting. I was with Mathew Tasale, Margaret Terry and Mr Box. During the meeting, he never came to us to greet us as any reasonable boss would do. He would watch us from afar and would instead write emails to us to reprimand us, just as if a teacher was reprimanding school children.

20. During that meeting, one morning Margaret and I went late for the meeting. The reason was because Margaret's laptop was shutting down very slowly and so we waited for it to shut down. We were shocked to find an email from Mr Box telling us off because we attended the meeting few minutes late. He did not come to speak to us personally to try to find out why we went late to the meeting. Not only did he reprimanded us but he took the liberty to copy our managers and his personal assistant in this email.²⁰

81. The email sent by Mr Box was a robust and terse one. It was addressed to Mr Tasale, Mrs Terry and Ms Palo. As stated by Ms Palo it was copied to others. It stated:

"Let me make it clear to you that timeliness and punctuality are critical to me. That is particularly so when you represent TRR and your country at an external meeting – and even more important when that meeting is overseas!

Yesterday the three of you were 15 minutes late from lunch and there is no excuse for that – given you had nearly 2 hours for lunch and it was provided for you. I would have sent you an email to indicate my concern then but, as you know (when you finally turned up), I was on stage and did not have my computer.

By the time I had email access I had decided I would give you another chance and not say anything then.

¹⁹ See Annexure JP28 Sworn Statement of Jessica Palo dated 3rd November 2019

²⁰ Paragraphs 19 and 20 Sworn Statement of Jessica Palo dated 3rd April 2019



However, this morning, after being told the start time was 9.30 AM – a half an hour later than normal – none of you were there. I noted that you and Jessica were 15 minutes late again Margaret, and even worse, Matthew you still have not turned up at 10.04 AM and Margaret you have left the meeting now too; I observe.

I will not tolerate this and unless you immediately improve I am advising you now that this will be your last such overseas trip representing TRR and Vanuatu.

I do not want to see you late for ANY sessions from now on. If you do not meet this request, I assure you you will not travel for TRR again. No excuses will be accepted as you have already had two chances and have let me down, TRR down and Vanuatu down.

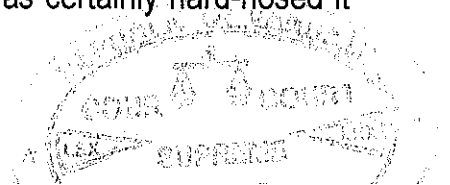
What signals do you think it sends to others? Do you not care what people think of Vanuatu? Don't you see that it says to other members that Vanuatu is lax and does not really care, commit or is interested in this very important meeting. The speakers and chair look directly at you and can see. Let alone other members. The topics have been excellent and directly relevant to your and TRR's work. You have been disrespectful to those high level speakers who are trying to build your capacity.

Lift your game immediately.

I expect a written apology from each of you to me and also to you Manager. Note they are copied in. They would not have been yesterday to give you a chance. None of you deserve any second chance!

I will make a decision on any further representation for you after this meeting ends – and, remember TRR. Can I trust you to do that based on your deplorable efforts to date re your attendance at this meeting?

82. Ms Palo responded with an apology and explained that she had gone into Nadi and got stuck in a traffic jam and accordingly could do nothing to avoid her lateness. Regarding being late that morning, she stated she had simply waited for Mrs Terry while she was closing her laptop.
83. Clearly, people skills were not Mr Box's strong suit. He could have spoken to the three employees in person without sending an email or sent an email after speaking to them. However, a clear picture emerges of Mr Box as a detail orientated individual who took the view that there needed to be changes implemented in the working style and structure of TRR and went about endeavouring to effect those changes. My strong sense is that a no-nonsense European view of business and efficiency came directly into conflict with the Melanesian culture which generally benefits from a more face-to-face type of interaction. The point is though, that however chastening the email may have been to receive, Mr Box was entitled to reprimand his staff for being late and clearly explained the reasons as to why he felt so strongly about the matter. While his approach was certainly hard-nosed it



was neither disrespectful nor bullying. It is clear also that Mr Box placed considerable emphasis and importance on keeping documentary evidence of interactions between the staff, to presumably ensure that there was little, if any misunderstanding regarding what was being said.

84. Ms Palo annexed various emails exchanged between Mr Box and other members of staff.²¹

85. In an email dated 1st July 2015 sent to Mr Tasale, Mrs Nasak, Mrs Berukilukilu and Mr Boe on the subject "re: Mobile/Internet coverage and QUOS order task 3 ASD" Mr Box stated:

"This is a very disappointing and unprofessional piece of work after waiting so long for it. It is unbecoming of TRR standards and benchmark rating, and I am appalled that you could pass this to me for sign off.

It is base-grade first draft at best. It, in reality, is at a kindergarten level and not at university level as it must be. It is a far too low level for an ASD that I will sign, it is also sloppy and leaves far too much to chance. You need to lift the whole ASD to a much higher level. I remind you, once again, that this is a \$150,000 AUD project and you must manage it with due care and diligence."²²

86. In an email to the "TRR Team" dated 30th May 2015, Mr Box endeavoured to introduce rules regarding the use of meeting rooms and the staff luncheon area. The email stated:

"Working in our meeting rooms and the staff luncheon area:

You all have been informed many, many times about working in meeting rooms and the staff luncheon area. THIS IS ONLY to occur under EXCEPTIONAL circumstances but too often lately it has become the norm again and it must cease immediately.

There are many reasons for this and I should not have to explain it again, but it will now and do not want any disobedience on this and strict adherence to it from hereon.

Firstly, there is unnecessary pressure on the meeting rooms, the additional and unnecessary power costs, the look to externals that we are fragmented and what they may hear while you are out of the main Office (our secure area), the inefficiency it causes when staff wish to communicate with other staff and have to go looking for and the waste of time that involves – and YOUR security.

TRR staff MUST work in the main Office. That is the purpose and that is where you will work from now on.

²¹ Annexures JP8A TO JP8G Sworn Statement of Jessica Palo dated 3rd November 2019

²² Annexure JP8B Paragraph in an email to the "TRR Team" dated 30th May 2015



I alone, not your managers, will need to be contacted for approval on this; whether I am in the Office or not. If you cannot contact me and do not have my approval, you are not to use any meeting room for your work, and utilize the desk you have been provided with!

I request a response to your agreed compliance with this arrangement from EACH TRR staff Officer by return email on Monday 1 June.²³

87. Mr Box sent a further email to all staff on 26th June, reminding them of the earlier declaration and ending with the following:

"A direction is a direction and you have agreed – so do so now and do not forget.

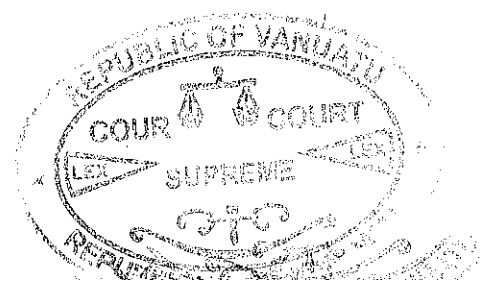
If I see anyone doing it again without my permission I will immediately invoke disciplinary actions.

Stop wasting my time making me writing emails like this and start doing the right thing. You are professional officers so start acting like one."

88. While Ms Palo categorises those emails "disrespectful" and treating the staff like school children and while the contents of the emails are certainly terse, in the case of the use of the meeting rooms there would appear to be clear non-compliance with a previous clear direction. In such circumstances, Mr Box was entitled to make his position clear for staff. They may not like the way that he did it, but I do not interpret the emails as calculated to or having the effect of Mr Box conducting himself in a manner calculated or likely to destroy or seriously damage the relationship of confidence and trust between employer and employees.

89. Like all the claimants, Ms Palo was asked why, given the contents of her employment contract and the HR staff policy she did not follow the relevant procedures. Her answer, as with all the other claimants, was that if they went to Mr Box he would "come back hard" against them. Ms Palo was asked whether there was anything wrong with Mr Box's technical abilities. She conceded that she had never studied telecommunications, so she did not know. She was asked why he was not approached by the group. She stated that she had one experience where "we" approached him as a team and he "came back hard." That was when the HR policy was reviewed, and he made critical comments in respect of the feedback received. Ms Palo agreed that despite that criticism, no one was fired or suspended. Ms Palo was asked whether she had experienced a racist comment from Mr Box. She said "No." When it was put to her that she had made an allegation of racism against him, she stated that that was part of the petition and that it was written as "part of the collective." Ms Palo stated that she had never encountered

²³ Annexure JP8G Sworn Statement of Jessica Palo dated 3rd April 2019



anything racist from him but that they had evidence which they did not have now as it was with the Prime Minister.

90. I asked Ms Palo what the basis of terminating her contract was. She stated that the tension was "really high" and that he had questioned the staff's integrity. I asked her to point to the evidence of that in her sworn statement. She referred to annexure JP15A to her sworn statement of 3rd April 2019. That was an email dated 23rd July 2015, sent by Mr Box to twelve employees including the claimants. His subject was listed as "Potential Conflict of Interest: TRR Project Managers and TRR Project Advisers and Coordinators." The email stated as follows:

"Dear Alma, Lloyd, Jeffrey, Jessica, Matthew, Barnabas, Marianne, Rosalina, Esther, Margaret and Jeanette,

One of your responsibilities, as a TRR staff officer, is that you are all involved with high value TRR projects and contracts and, as such, you have a key role to play in TRR contractual – and thus – financial – matters.

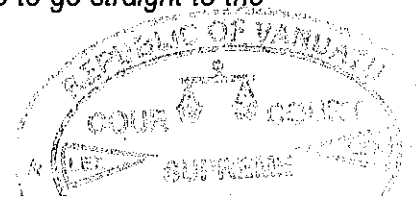
Given recent events, some of which may, or may not be known to you, I only wish to continue to ensure the integrity of TRR's financial procedures, I now want to reinforce it. I am doing so to ensure TRR performs its role and operates, in all respects, ethically, in a financially appropriate, responsible and fully considered way, shows and undertakes full due diligence, care, fairness, transparency and, at all times, good governance, in its daily financial and operating performance.

I also want to ensure TRR is not, and TRR staff are not, adversely affected in any way, protected and follow strict financial procedures and processes – as outlined above – particularly in light of the allegations of TRR staff in respect of the petition that many, including most of those in this email have signed and put forward to the PM.

Further, I note that the petition called for the suspension of TRR's Corporate Manager, indicating that she has a conflict of interest in managing and utilizing TRR's finances and, potentially, this includes the UAP Fund (and the WB) operating finances. As such, I wish to consider that accusation too.

Let me state clearly to you all that the lodging of the petition is a cause of great concern to me, for the institution and the independence of TRR, and for its ongoing future.

You also need to be aware that I do not have any strong awareness or knowledge of who is related to whom, internally and externally. I particularly have great concern in this respect, given I have been signing payments recommended first by you (or in which you have been utilized in the recommendation) worth large amounts of funds, and that the issues and concerns expressed were never brought to my attention or the Corporate Manager's attention that, according to you petition statement, the Corporate Manager has and is exercising a conflict of interest with financial matters. Instead the petitioners chose to go straight to the



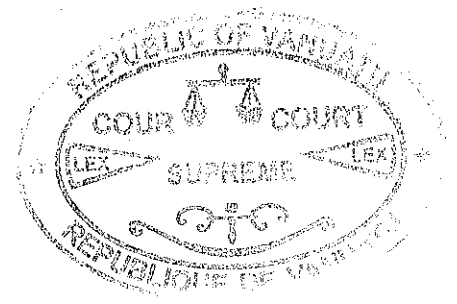
PM without informing me or the Corporate Manager, and she and I only became aware of this allegation when we read the petition.

To ensure the Corporate Manager does not have any conflict of interest from your input and recommendation to her (and subsequently me) when it comes to payments and financial matters, and she and I to be able to know and be reassured that the advice we get from you is factual, unbiased, honest and we can trust and fully rely on it, I request, and seek your understanding for, you to advise and confirm to me on the following:

- That all UAP contracts have been, are being, and will continue to be processed and conducted in a fully professional, honest, appropriate, ethical and transparent manner, that TRR will be protected and would be found to above board and doing everything in accordance with all laws, morally, and actually, if any investigation as to any improper conduct was to take place?
- Given Dalsie is a friend, a friend of a friend, and relative, a relative of a relative to almost all staff in the TRR, as I understand she has been informed, I now request that you each declare what your relationship is, as well as any and all of your relationships with each other, and with any TRR contractors; both for UAP projects and the Community Consumer Champions, and other TRR World Bank projects?
- That you have, to date, had NO financial gain, whatsoever, from this or any TRR role you perform – other than your salary and employment benefits?
- That all projects and contracts handled by you are “clean” in all respects – including in terms of financial payments and you have not gained, financially, in any respect from them?
- That you do not consider and apply any favours for Dalsie's/your family/friend's relationship with each other, or yourselves, or your other family/friend's relationships when it comes to TRR business; including recommending the awarding of contracts, payments and financial matters?

In respect of this matter, I am requesting Dalsie through this email to inform me, as a Regulator, of her commitment and undertaking that any payments she recommends for my signature is above board can be verified, is appropriate, is not influenced in any way by her family/friends gaining benefit, and there are no conflict of interest.

Once I receive you individual response I will consider it in conjunction with any external legal advice I chose for possible further action, and to make all possible attempts to ensure that I maintain TRR's independence and transparency in all of TRR's, and my, dealings with any contractual arrangements or TRR financial matters.



I seek your confirmation and response asap and, through this email, am informing you that I require that from you all BEFORE I will now proceed with any further payments, or recommendations which come from you – independently of [obscured] TRR's Corporate Manager, for payment.

91. I have set out the email in full despite its length to ensure that the entire context is appreciated. Ms Palo regarded that entire email as questioning “our” integrity. She referred to the email as an example of Mr Box coming “hard on us.” In fact, the email was one setting out Mr Box’s concerns arising from matters raised in the petition. It was seeking to have clarity and transparency around financial dealings. I consider that it was perfectly within Mr Box’s purview, to set out the matters which he did and the response of Ms Palo and the other employees to it was unnecessary and unjustified. This email had also been discussed at the meeting with Mr Samuel on 6th August 2015, and referred to at paragraphs [59] to [62] herein. At that meeting (according to Mr Wensi’s summary), Mr Samuel advised that he was aware of the declaration requested by the Regulator and that he fully supported it to protect TRR’s integrity. He stated that if staff did not provide the declaration, they were in breach of a direction and risked termination. It is clear from the record, that Mr Wensi and Mr Fikiasi did not accept that and regarded it as retaliatory action by Mr Box arising from the petition. It completely ignored the fact that Mr Box gave the direction directly because of the petition and explained the reasons for it. It could not reasonably be seen in the way the claimants clearly saw it. It is an example of the fact that, by this time, the claimants saw everything which Mr Box did as an attack on them.
92. Ms Palo referred repeatedly in her evidence to Mr Box “coming down hard” on the claimants. When asked why she had not provided the Prime Minister with an opportunity to report back regarding the petition, prior to the claimants’ resignation, Ms Palo stated that the situation had become “intolerable” and she could not continue. She stated that the petition was not the basis upon which the contract was terminated. She said she had witnessed the termination of employment of Mrs Nasak and Mrs Saul and that “we” knew that if “we” stayed “some of us would be terminated.” She stated that “we quit” because “we could not handle the situation anymore.” When asked again why the Prime Minister was not given the chance to complete the investigation, Ms Palo responded that every day that she went to work she was scared of looking at the emails. Resignation was the only available option they had. At the end of her evidence, I asked Ms Palo whether she could summarise the reasons for her termination. She stated in reply that she expected to get a termination notice at any time, the emails that there were being sent, the lack of a healthy environment, the fact that the security officer had been posted at the front door and the locks have been changed and the movement in the office was “controlled”, in so far as the employees were not allowed to use the conference rooms as they had previously done and that to leave the office for a “personal matter”, the claimants had to justify their movements. I asked her what personal matters she was referring to and she replied that she had to pick up her children. When I asked her whether she had ever been refused permission to pick up her



children, she replied that she had not. An employer requiring an employee to seek permission to leave work for personal business during working hours is not just reasonable – it is standard practice.

93. The collective evidence of the claimants was that after the petition was made known to Mr Box things became worse for the employees. That is perhaps best exemplified by the evidence of Mrs Berukilukilu who stated²⁴:

“After the petition was made known to Mr Box [7th July 2015] he continued to abuse his position to tighten up control over the staff, making it unbearable to perform. He would easily create unnecessary issues out of a real work related issue through lengthy emails asking questions and expecting answers and a proposed solution by a certain dateline? With no guidance. It would have been faster, effective and beneficial for us to address his queries and/or clear any misunderstanding through short face to face meetings or phone calls (when he is overseas) then wasting time through unnecessary long emails, where he would hold us accountable.”

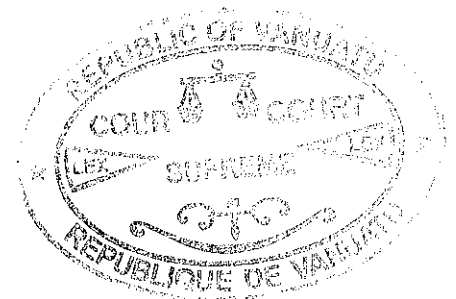
94. Mrs Berukilukilu annexed various emails from Mr Box in support of her evidence. Mrs Berukilukilu, as had the other claimants, also stated that Mr Box would “intentionally” use negative words that demeaned, humiliated, discouraged, hurt, disappointed and frustrated staff and undermine their self-esteem, and that he would intimidate them and question their integrity. As an example of that, Mrs Berukilukilu referred to the email referred to by Ms Palo and headed “Potential Conflict of Interest: TRR Project Managers and TRR Project Advisers and Coordinators.”

95. With reference to that email, the claimants chose not to comply with Mr Box’s direction. Accordingly, on 6th August, Mr Box sent an email to those employees who had not followed his direction to advise that he was giving them a formal warning of their failure to comply, which would then be placed on their file. He directed them to comply with the request as per his earlier email by close of business that day advising that failure to do so would constitute a second formal warning. In an email to staff he stated:

“I am AGAIN instructing, and directing, those of you who have chosen to ignore and not respond to my important request, not to place TRR - or me or Dalsie as TRR’s Corporate Manager – in any adverse position, particularly, contractually and financially, with your lack of response to this request.

96. That email was met with a response from Ms Palo on behalf of the Petitioners stating:

²⁴ Paragraph 48 Sworn Statement of 6th March 2019



"Dear Ron,

We stand by our position that this new work process was set up after our petition therefore linked to it, hence we will make our declaration as a group. With regard to the first warning you gave us, we understand that you have the power to do so but we would like to say that we do not agree with it because we believe the reason behind such decision is not valid enough to warrant it.

Our Declaration is as follows:

To the best of our knowledge, we have followed due process in all aspects of the projects at TRR we were/are involved in and we are hereby declare that we have no conflict of interest whatsoever in any of them nor have any personal gain whatsoever in any of them.

Regards,

Alma, Lloyd, Jeffrey, Jessica, Matthew, Barnabas, Marianne and Rosa"

97. That email was met with an email response from Mr Box of the same date which stated:

"I note and disagree entirely with your view Jessica.

All staff should immediately obey any lawful – reasonable request from me as Regulator without me having to drag this out of you all.

*I have clearly outlined my concerns and rational and it does not need to be, nor should it be, challenged by you **or any TRR staff.***

Further, until I receive an email from EACH petitioner not you as their representative I will not accept the statement

In addition, I do not accept that you have, in any way, addressed what I directed you all to do; including you Jessica. It is an incomplete answer.

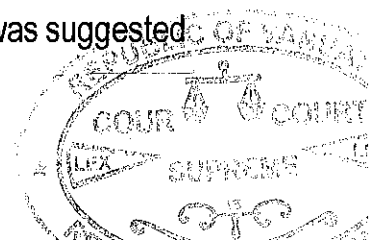
See green highlights below and my decision stands until you ALL do that."

98. Each claimant was cross-examined by Mr Malcolm regarding their treatment of them by Mr Box.
99. Mrs Berukilukilu was asked what Mr Box specifically did to her. Her reply was that he bullied her at work and was engaged in micro-management. He expected "us" to apologise when he issued circulars and when he was unhappy he expected an apology. She stated that she had liked the previous Regulators style of management. When asked how Mr Box was disrespectful of her Mr Berukilukilu stated that instead of discussing issues Mr Box would send emails. She was asked how Mr Box was racist and she replied that on one occasion during a discussion regarding the development of the HR policy he told the group that he



spoke better English than they did. She acknowledged that that in fact was correct and he did speak better English. She was asked how he was racist. She stated that Mr Box was "shaming us." Mrs Berukilukilu referred to Mr Box's circular dated 13th July 2015, as a document "to control us."

100. I Raised with Mrs Berukilukilu the issue of proof of registration of voting. She accepted that it was reasonable for an employer to require people who were not registered to vote to work. When I put it to her that she could have gone to the Regulator and told him that a voting card contained confidential information her response was to say that Mr Box "would have come down hard on us." That was a standard response from most if not all of the claimants with respect to speaking to Mr Box. It became something of a mantra.
101. Mr Boe acknowledged under cross-examination that he did not like the management style of Mr Box or the way he operated. When it was put to Mr Boe that he had called Mr Box a "racist," Mr Boe responded that he did not do so personally. When he was asked to show any evidence of racism, bullying, dictatorship or disrespect, Mr Boe responded that it was his "perception" and that he had worked with many expats and that that was the first time he had experienced "this style of management." When Mr Boe was asked about the assertion in the email that Mr Box had emails checked by his wife he responded frankly that he had no information on that and could not remember who had said that. Despite that however, he re-asserted that he believed that Mr Box had done that and stated, "we know his type of management. I wouldn't be surprised if that is true." When Mr Malcolm asked Mr Boe to point to anything in his sworn statement which showed Mr Box's attitude to Mr Boe personally. Mr Boe said that he did not have it in his statement.
102. Similarly, Mr Tasale resiled from the allegation in the petition that Mr Box was a racist and said that it was the alleged bullying and dictatorial behaviour that applied to him. Mr Tasale said that while his letter terminating his employment has been handed in on the morning of 10th August a decision to terminate was made after the termination of Mr Saul's contract on 3rd August. He stated that that decision had been made by all of the claimants at one meeting, but he could not recall the date of that meeting.
103. Mr Tila stated under cross-examination that he had never received any racist comment or conduct from Mr Box. He had never been bullied by Mr Box and he stated that Mr Box had not been a dictator towards him. When he was asked whether Mr Box had been disrespectful to him personally, he stated that as a Ni-Van he took that from meetings. He stated that he had not included anything in his sworn statement but that in meeting he had been belittled, but then contradicted that by stating that Mr Box had not personally belittled him. Mr Malcolm asked Mr Tila to provide evidence of an intolerable situation for him personally. Mr Tila said that there was no evidence of that. When it was suggested



to him that he had been put under pressure by others, he responded that he was "part of team."

104. Ms Palo conceded that she had never encountered anything racist from Mr Box. She then proceeded to say that "we" had evidence but do not have it now as it was with the Prime Minister. Like all the claimants, she could not recall who wrote that part of the petition relating to an allegation of racism against Mr Box. She reiterated that having seen the dismissal of Mrs Nasak and Mrs Saul "we" knew that if we stayed "some of us would be terminated."

Submissions

105. The claimants claim apart from Mrs Saul, is firmly grounded in section 53 of the employment act [CAP 160] the act which provides:

"53. Breach of contract by employer

- (1) *If an employer ill-treats an employee or commits some other serious breach of the terms and conditions of the contract of employment, the employee may terminate the contract forthwith and shall be entitled to his full remuneration for the appropriate period of notice in accordance with section 49 without prejudice to any claim he may have for damages for breach of contract.*
- (2) *An employee shall be deemed to have waived his right under subsection (1) if he does not claim it within a reasonable time after he has become aware of his being entitled thereto."*

106. As recognised by the Court of Appeal in *Morris v The Attorney General*⁸:

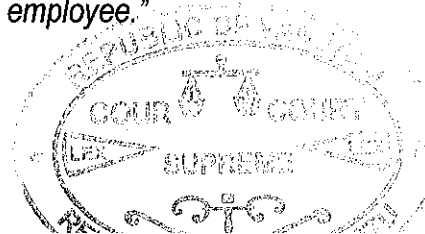
"38. It has long been accepted in Vanuatu that constructive dismissal applies in the Republic. This was the essence in the decision in Banque Indosuez Vanuatu Ltd. In Nipo v Vanuatu Football Federation⁹, where Tuhy J noted:

"In Vanuatu, Parliament has made specific provision for constructive dismissal in s 53 of the Employment Act."

107. The Court of Appeal also noted:

"40. Section 53(1) reflects the common law. As Tuhy J pointed out in Nipo v Vanuatu Football Federation¹⁰ referring to the decision of Woods v WM Car Services (Peterborough) Ltd¹¹:

"... It is clearly established that there is implied in a contract of employment a term that the employers will not, without reasonable and proper cause, conduct themselves in a manner calculated or likely to destroy or seriously damage the relationship of confidence and trust between employer and employee."



108. Although specific emails have been referred to (and many of them), this case has been advanced by the claimants on the basis that Mr Box's behaviour across the entire work place was of such a nature that it constituted conduct calculated or likely to destroy or seriously damage the relationship of confidence and trust between employer and employee and that that conduct was without reasonable and proper cause.

104. In her submissions, Mrs Nari referred specifically to the following:

- a. The decision by Mr Box to alter the claimant's contracts by removing the benefits of internet access monthly fees of VT5, 000 and medical insurance. Mrs Nari submitted that there were no discussions with the TRR staff about that and that the explanation did not justify the removal of the contract benefits. The submission is effectively one that, Mr Box breached the claimant's contract in unilaterally reaching that decision.
- b. The introduction of new measures on 9th July 2015, such as the change of locks on the main door, the failure to issue new keys to the claimants, the posting of security at the main door, the circulation of messages relating to new administrative arrangements, conflict of interest and use of meeting rooms and advised that non-compliance would amount to disciplinary action and personal records placed on files where non-compliance had occurred.

105. As to the decision to alter the claimants' contracts by removing internet access fees and medical insurance that matter appeared to attract little evidence or concern from the claimants. While I am prepared to accept that the unilateral withdrawal of a benefit of that kind is likely to be a breach of contract it could not be identified in this case as a significant or major point of concern on the part of the claimants.

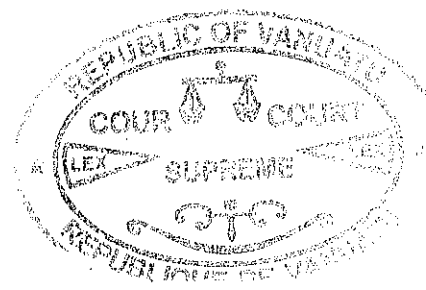
106. As to the other matters, I regard the actions of Mr Box on 9th July 2015, as being a logical and unsurprising response to the claimants' petition. Mr Box had removed himself from the workplace and was looking to impose order. The new administrative arrangements were not, in the case of the use of meeting rooms, new and the message regarding conflict of interest was, in the light of the petition, a reasonable one.

107. Mrs Nari also submitted that the termination of the employment of Mrs Saul consisted of her being used as an example to send a message to others that it was necessary to comply with the new instructions given by Mr Box. Mrs Nari also submitted that there was no evidence from TRR or anyone else to challenge the evidence presented by the claimants and that the defendant did not file sworn evidence. At one level that is correct, however it cannot be said that the claimants'



evidence was not challenged. It was clearly challenged by Mr Malcolm during cross-examination. It is unfortunate however that the Court has not had the opportunity to hear evidence from the Regulator. That is his choice and is clearly a strategy on the part of the defendant. It is a strategy a party is entitled to adopt although that party must also bear the consequences of such a strategy. The onus is on the claimants to establish their claim.

108. One of the more curious aspects of the claimants' case is that, apart from pointing to the emails which were filed in evidence, none of the claimants could point to any "racism" on the part of Mr Box. Each claimant was cross-examined in respect of that matter and each claimant denied having experienced racism at the hands of Mr Box. How that came to be in a petition prepared collectively and signed by all of the claimants is interesting. This was responsibly acknowledged by Mrs Nari in her submissions when she referred to the evidence of Mr Tila who told the Court that he supported the petition even though he did not have any personal encounters that were referred to in the petition. He terminated his own contract because the working environment was "toxic." The reference to Mr Box making defamatory comments was unable to be supported by any evidence although I accept that the claimants may have employed that term in a broad sense, perhaps relating it to any comments they found offensive. The evidence of the claimants suffered as a result of their tendency to interpret correspondence from Mr Box as an attack on them, whether that interpretation was justified or not.
109. As to the issue of compensation each of the claimants sought notice, annual leave, severance pay, severance multiplier and loss of salary up to three years. The summary of the claims is annexed as schedule 2 to this judgment.
109. As to the multiplier, the claimants claim a multiplier of six following difficulties to find new employment, keep up with personal loans, expenses and being questioned about their involvement with TRR due to the petition and the public notice of 19th September 2015.
110. For the defendant, Mr Malcolm separates the claim of Mrs Saul from the other claimants. During the hearing, the issue of Mrs Saul's outstanding annual leave was resolved, and it was conceded that there was a balance due to Mrs Saul of VT62, 494.
111. In her claim, Mrs Saul had also sought severance pay of VT99, 923 x 6. That claim was withdrawn by Mrs Nari, and for good reason. Mrs Saul commenced her employment with the defendant on 8th December 2014 and was dismissed on 3rd August 2015. The need to pay severance could only apply if Mrs Saul had been employed continuously with the defendant for a period of not less than 12 months. She was not.



112. Mrs Saul had also sought "compensation for loss of employment [including action to prevent further employment through public notice in the Daily Post dated 12th September 2015], in the sum of VT11,165,000, being the equivalent of 5 years annual salary.
113. Mr Malcolm's simple submission in respect of this claim, is that it is not permitted by law.
114. The Employment Contract Act provides a comprehensive formula for payments to be made to employees both when a contract is terminated on notice or where it is terminated unjustifiably. Section 56 (4) provides specifically that where a Court finds that the termination of an employee was unjustified, the Court may order that that the employee be paid up to six times the amount of severance specified in section 56(2) of the Act. It is simply not permissible in law to permit a claim for "compensation" which effectively circumvent the provisions of the Act. This issue was comprehensively resolved by the Court of Appeal in *Kalambae v. Air Vanuatu Operations (Limited)*¹². Mr Kalambae, who was dismissed on notice, complained of the absence of any reasons for his termination and the failure to provide him with an opportunity to answer any charges against him prior to his termination, in alleged a breach of his constitutional rights to natural justice.

114. At paragraph 29 of her sworn statement dated 24th September 2018, Mrs Saul:

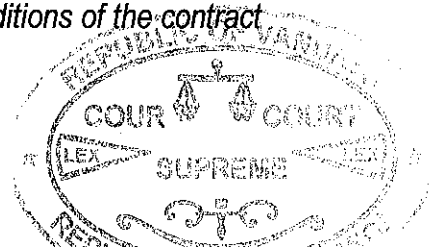
"I was terminated without any reason and if there were any allegations of misconduct on my part I was not given an opportunity to respond. I did not receive any formal warning from the former regulator concerning my work performance and any time during employment."

115. In *Kalambae*, the Court of Appeal observed that:

"17. We would observe at the outset that this ground of appeal contains several unwarranted assumptions in so far as Section 49 of the Employment Act nowhere requires a termination notice to be either "justified" or be preceded by the laying of any charges against the terminated employee.

116. Further at paragraph 19 the Court stated:

"19. The Employment Act which provides for general principles relating to contracts of employment and matters incidental therefor, establishes or recognizes two separate and distinct processes or avenues by which an employer may bring an employment contract to an end – (1) By Notice of termination pursuant to Section 49 and (2) By dismissal under Section 50 in the case of "serious misconduct" by any employee. Similarly, an employee may end his employment contract by notice under Section 49 or, summarily, for his employer's serious breach of the terms and conditions of the contract of employment or for ill-treatment (see: Section 53).



21. *We agree with the trial judge that termination by notice (as opposed to dismissal) does not require any work-related reason or cause to be given to the employee for the issuance of the notice. Nor does it require a charge or allegation of "serious misconduct" to be proffered against the terminated employee.*

22. *To accept the appellant's submission of requiring a charge to be laid and an opportunity to be given to the employee to answer the charge either in or before a notice of termination can issue, would improperly introduce an element of "cause" or "misconduct" into Section 49 that Parliament has not seen fit to include in it and which is already provided for in Section 50.*

23. *In our view the separation and wording of section 49 and 50 was intentional and clearly reflects the differences in the processes for ending an employment contract. This is evident from the section headings as well as the use of "notice", "terminate" and "termination" in Section 49 versus "serious misconduct", "dismissed" and "dismissal" in Section 50.*

.....

25. *In our view Section 49 is entirely consistent with Article 5 (1)(d) of the Constitution in that it is a provision contained within "a law" namely the Employment Act and is protective of an employee in the event of the premature termination of his employment contract by his employer. This protection takes the form of imposing a minimum length of notice to be given and financial compensation in lieu of notice".*

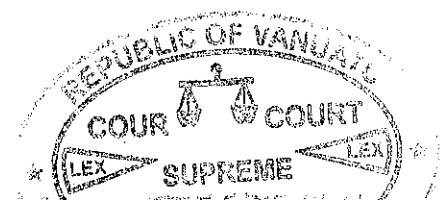
117. The position could not be clearer. To permit an employee to engage in a claim for compensation in circumstances where section 49 has been complied with by an employer, would be to permit an employee to circumvent the clear scheme and provisions of the Act. Mrs Saul's claim for compensation is dismissed accordingly.

118. As to the balance of the claimants, Mr Malcolm submits that there is no evidence of a serious breach of contract by the defendant and that the entire claim relies on:

1. General evidence of the management style more severe than previous Regulators and applied in a manner that the claimants did not like, using emails rather than direct discussions.
2. Significant travel undertaken by the Regulator.
3. Restriction of the open office policy after the filing of the petition.
4. An issue with the voting cards.



119. Mr Malcolm also submitted that while each witness referred to a “toxic atmosphere” at the office the resignation of the claimants occurred when the commission of enquiry constituted by the Prime Minister had only three more days to go and Mr Box was not present in the office. He referred to alternatives available short of resignation, such as standing down or taking leave and whether resignation would appear to have been prompted by fear of being terminated themselves.
120. As against that, Mr Malcolm submitted that the actions of the claimants themselves was so ill-considered that it would have been open to the Regulator to terminate the claimants for gross misconduct or to impose disciplinary proceedings against them given the nature of their actions and their refusal or unwillingness to engage in the clear grievance processes provided under their employment contracts and Human Resources policy.
121. As to the issue of quantum, Mr Malcolm submitted that it was not open to the claimants to seek a payment of 3 years’ salary each in addition to 3 months’ notice and the claim for the application of a multiplier of six pursuant to section 56 (4) based simply on the publication of their names in the Daily Post does not stand up to scrutiny and must fail.
122. Standing back and considering the evidence, there can be no question that Mr Box introduced a management style which was very unlike the management style of his two predecessors. Clearly Mr Box was focused on arm’s length, rather than face to face communication, something which I suspect did not sit well with the Melanesian culture. What developed from there is a growing disquiet at the management style being implemented. My impression is that Mr Box saw a number of work practices which he considered needed to be reviewed, and that he was focused on tasks being completed to a high standard. What he clearly did not appreciate, was the need to engage with staff in a more face to face and sensitive way. Some of his emails were terse, blunt, and even confrontational but in my overall assessment, that did not amount to the creation of a toxic atmosphere or display conduct calculated or likely to destroy or seriously damage the relationship of confidence and trust with his employees. There is no doubt that Mr Box was extremely demanding and was clearly not the claimant’s “cup of tea.” That does not however equate to an environment which is intolerable for an employee. Many employees choose to leave a position because they have difficulties with an employer’s approach to management or even have no respect for it. That occurs in work places every day. That is different however from reaching a stage which justifies an employee leaving his or her place of employment on the basis they have effectively been given no choice.
123. In reaching this view, I am conscious of the fact that each claimant was genuine in the views that they were expressing. They are clearly capable and intelligent people. I am mindful of the fact that they constituted a majority of the employees



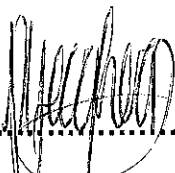
and that, in itself, is unusual. My assessment of their evidence however is that there was a significant element of "group-think" which took over the workplace and where the claimants, as a collective became convinced that Mr Box's actions were not justified. Some of them were not, but certainly not enough to justify a resignation in circumstances where there was an enquiry being undertaken under the supervision of the Prime Minister regarding the complaints of the claimants. There was nothing which occurred post-petition which justified the step taken by the claimants in terminating their employment. There is insufficient evidence to satisfy me that it was inevitable that they would be terminated and that therefore they jumped before being pushed. I also gained the distinct sense from the evidence that when the claimants' petition was not simply accepted unconditionally by the Prime Minister that came as a significant blow to them and caused further frustration. None of that however justified the self-termination of their employment. For these reasons the applications of the claimants must be dismissed.

124. Accordingly, I make the following orders:

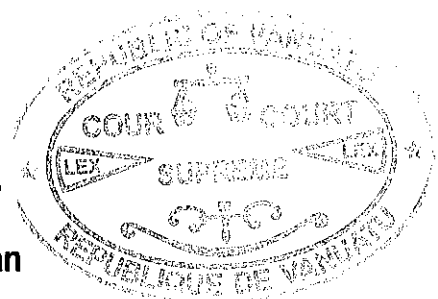
- a) Mrs Saul is awarded the sum of VT62, 494 by way of outstanding annual leave to be paid within 21 days.
- b) The claims of the remaining claimants are dismissed.
- c) As Mr Box has been substantially successful in these proceedings costs are awarded on a standard basis, to be agreed or, in the absence of agreement, to be taxed.

Dated at Port Vila, this 14th day of April 2023

BY THE COURT


.....

Justice JP Geoghegan



Schedule 1

1. Marianne Berukilukilu

- a) Position – Telecom Engineer
- b) Commencement Date – 9th September 2009
- c) Salary – VT2, 436, 000 per annum

2. Barnabas Boe

- a) Position – Radio Engineer
- b) Commencement Date – 22nd February 2010
- c) Salary – VT2, 400, 000

3. Margaret Terry

- a) Position – Consumer Affairs Office
- b) Commencement Date: 3rd June 2013
- c) Salary – VT2, 000, 000

4. Mathew Tasale

- a) Position - Engineering Officer
- b) Commencement Date: 19th August 2013
- c) Salary: VT1, 950, 000

5. Jeffery Tila

- a) Position – Universal Access Policy Project Officer
- b) Commencement Date: 6th January 2014
- c) Salary: VT2, 600, 000

6. Alma Wensi

- a) Position: Universal Access Policy Project Officer
- b) Commencement Date: 6th January 2014
- c) Salary: VT4, 000, 000

7. Rosalina Andre

- a) Position: Economist
- b) Commencement Date: 31st March 2014
- c) Salary: VT1, 600, 000

8. Jessica Palo

- a) Position: Legal Officer
- b) Commencement Date: 9th June 2014
- c) Salary: VT1, 900, 000 per annum

9. Esther Saul

- a) Position: IT Administrator
- b) Commencement Date: 8th December 2014
- c) Salary: VT2, 233, 000 per annum

