

GOUVERNEMENT  
DE LA REPUBLIQUE  
DE VANUATU



GOVERNMENT  
OF THE REPUBLIC  
OF VANUATU

**MINISTERE DE L'EDUCATION ET DE  
LA FORMATION**  
Sac Postal Privé 028  
Port Vila, Vanuatu  
Tel : (678) 22309/33500  
Email : education@vanuatu.gov.vu



**MINISTRY OF EDUCATION AND  
TRAINING**  
Private Mail Bag 028  
Port Vila, Vanuatu  
Tel : (678) 22309/33500  
Email : education@vanuatu.gov.vu

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## **PRESS STATEMENT**

In light of recent media publications concerning VTU Claims Data, I am compelled to address the situation to provide clarity and mitigate any public misconceptions stemming from negative speculations.

As a government, our priority remains the fulfillment of our obligations to the public and our Government employees including teachers. This includes settling what is owed to them and ensuring a progressive report on the processing of their legal entitlements. As the Minister responsible for Education and Training, it is my duty to ensure that all claims presented by the VTU are within the parameters of legal standing and adhere to the principles of fairness and justice.

To achieve this, the process of **verification is crucial**. This step is not only critical but also aligns with our commitment to accountability, transparency, and the veracity of the claims presented. Verification ensures that all claims are thoroughly reviewed and substantiated, reinforcing the integrity of the process and upholding public trust.

### **1. THE SUMMARY OF EVENTS THAT LED TO THE SUBMISSION OF VTU MEMBERS**

#### **CLAIMS**

- ❖ **Notification of Industrial Action (06 May 2024):** The VTU notified the Commissioner of Labor of its intention to call an industrial action. The primary claim in the notice of the strike was the transfer of the teachers' payroll budget from the Ministry of Education and Training (MoET) to the Teaching Service Commission. The Commissioner of Labor appointed a conciliator to look into this matter. However, after three consecutive sittings, a party (MoET) did not turn up so the meeting could not proceed.
- ❖ **Commencement of Industrial Action (07 June 2024):** The VTU commenced the industrial action on this date.
- ❖ **Undertaking Agreement (17 June 2024):** An agreement was signed by the VTU, TSC, and MoET for a duration of 14 days. Under clause 2 of the undertaking, the VTU is to provide the claims to the TSC and MoET for verification.

- ❖ **First Log of Claims (26 June 2024):** The first log of claims was provided by the VTU to the TSC and MoET for verification and assessment.
- ❖ **Extension of Undertaking (08 July 2024):** As negotiations were not completed, the undertaking was extended.
- ❖ **Second Log of Claims (24 July 2024):** The second log of claims was provided by the VTU to the TSC and MoET for verification and assessment.
- ❖ **Further Extension (29 July 2024):** The negotiations once again were not completed, so on 29 July 2024, another extension was made for another 7 working days.
- ❖ **Review of Findings (29 July 2024):** On 29 July 2024, the VTU, TSC, and MoET taskforces met to review the findings of the verifications that were carried out. The Secretary General ("SG") of VTU was not present at that meeting, but the Acting SG, Paul Tagaro, who is also a Commission member in the TSC, attended the meeting on behalf of the VTU.
- ❖ **Reduction of Claim Amounts (29 July 2024):** It was noted at that time that the amount of the claims provided by the VTU had dropped as a result of the verification process. The TSC and MoET provided justification for the reduction and explained the verification process they went through to justify the drop. All parties understood and agreed that the quantum of claims to be settled is around 4 billion.
- ❖ **Final Review (05 August 2024):** On 5 August 2024, the VTU, TSC, and MoET taskforces met again for a final review of the claims to be included in the Collective Bargaining Agreement ("CBA") together with the payment plan.
- ❖ **Disagreements (05 August 2024):** The discussion went well; however, the VTU raised disagreements again with the reduced amount of the claims (VT 4 Billion). The VTU stated that they were mandated by the SG of VTU (who was still absent) to maintain the claim amount at 21 billion and not 4 billion. The VTU wanted to maintain the VT 21 billion but failed to provide justifications for it.

## **2. SUMMARY OF VERIFICATION UNDERTAKEN BY TSC/MOET**

The following is a summary derived from the verification process that have been undertaken by TSC/MOET:

### ❖ **Course Reimbursement Claim:**

**Claim intake:** 272 teachers claimed course reimbursement

**Legal Framework:** The legal framework for the Course Reimbursement is specified under subsection 11.6 of the Teaching Service Staff Rules (CAP 171)

11.6 An officer wishing to undertake a correspondence course in a subject related to his official work may apply for approval in accordance with paragraph 11.2 to undertake such course. On successful completion of an approved course and the examinations thereof, the officer may claim reimbursement of the tuition and examination fees, and the cost of necessary books, materials and equipment specified by the course authorities and approved by the Minister responsible for Education. The officer must if possible make arrangements to take the examination during his leave. Any approved absences from duty to take examinations will be deducted from leave.

**Findings:** Subsection 11.6 of the Teaching Service Staff Rules (CAP 171) was not complied with by the 272 teachers. Thus, their claims were not considered.

#### ❖ **Death In Service Claim**

**Claim intake:** 39 Death in Service Claims were provided by the VTU

**Legal Framework:** Section 12.7 of the Teaching Service Staff Rules (CAP 171)

#### **Death in Service**

12.7 In the event of the death of an officer other than a temporary officer during the course of his service, the Government shall pay to his legal personal representative a sum equivalent to one year's total emoluments, and in addition in the case of an expatriate contract officer a sum equivalent to the unpaid gratuity which would have been due to him had he satisfactorily completed the whole period of his contract.

**Findings:** 34 Death in Service Claim considered by the Government which cost a total of 32,222,420 owed by the Government to the Administrator of Probate of the deceased. Administration of Probate is to be provided by the Lawful beneficiaries for payments.

4 Death in Service Claim not considered as Death in Service is not applicable to them.

#### ❖ **Junior teachers teaching senior Level**

**Claim intake:** 67 junior teachers claimed to teach senior level

**Legal Framework:** GRT Determination No.3 of 2006. Proof of appointment/designation to Teach Senior level. Supporting letters and timetables from school principal and PEO.

❖ **Findings:** 60 Junior teachers teaching senior Level claims were outside the period to which the No.3 determination of 2006 is effective. 7 Junior teachers teaching senior Level claims were paid but resubmit such claim.

#### ❖ **Principals Claim**

**Claim intake:** 1,192 teachers claimed principals and deputy principals' allowances.

**Legal Framework:** GRT Determination No.3 of 2006. Proof of appointment/designation to act as school principal/ deputy. Supporting letters from PEO.

**Findings:** 496 principals claims were paid, 235 principals claims considered which cost approximately 25,180,000 and 461 were unsubstantiated.

❖ **Remote Allowance Claim:**

**Claim intake:** 1,725 teachers claimed remote allowance at the rate of 80,000 vatu..

**Legal Framework: Amendment No.1 of 2007 of Section 6.12 of the Teaching Service Staff Rules (CAP 171).**

**AMENDMENT OF CHAPTER 6 OF THE TEACHING SERVICE STAFF RULES OF 1985**

1. Chapter 6 of the Teaching Service Staff Rules of 1985 in this Rules referred to as the "Principal Rules" is amended by deleting the Teaching Service Staff Rules (Amendment) No. 33 of 1994 Paragraph 6.12. **The following paragraphs in Paragraph 6.12 will be deleted:**

**Findings:** 1725 remote allowance claims not considered. The period to which the teachers claimed remote allowance falls outside the period to which remote allowance is effective from 1994 to 1 January 2005.

❖ **Two Months' Severance Claim:**

**Claim intake:** 343 former teachers claimed severance at the rate of Two months.

**Legal Framework:** Meeting No.04 of 2021 dated 3 June 2021, Approval of two months' severance rate by the Teaching Service Commission.

**Findings:** The two months' severance is applicable from 3 June 2021 onwards. Thus, 271 teachers who left the Teaching Service prior to that decision and claimed two months' severance were not considered. 36 SOE Lecturers severance outstanding of 293,453,994 yet to be paid by the Government.

❖ **Primary Teachers teaching at secondary level claim:**

**Claim intake:** 454 primary teachers claimed teaching 7 and 8 level.

**Legal Framework:** GRT Determination No.3 of 2006. Proof of appointment/designation to Teach junior level. Supporting letters and timetables from school principal and PEO.

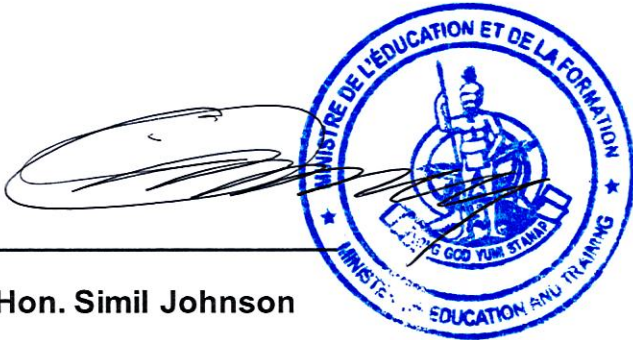
**Findings:** 403 primary teachers teaching junior Level claims were unsubstantiated. 51 primary teachers teaching junior Level claims were paid but resubmitted such claim.

The Vanuatu Government has shown its Commitments to implement the content of the Council of Minister's Paper to settle the 4 Billion outstanding and have already been paying teachers legal entitlements, there is no way that the Government will not pay for all other legal entitlements.

Lastly, I urge all Government Paid Teachers to continue in their professions as Teachers and School Administrators and let Government do its part in getting teachers entitlements paid accordingly.

Sincerely,

**MINISTRY OF EDUCATION AND TRAINING**



**Hon. Simil Johnson**

**Minister of Education**