

INDIVIDUAL EMPLOYMENT AGREEMENT FOR
[CHIEF EXECUTIVE'S NAME]


CHIEF EXECUTIVE
[ORGANISATION]

Date:

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Principles and Values

This contract is part of the framework of processes and procedures designed to ensure that our system of local democracy cover the five principals:

 <p>Our Target:</p> <ul style="list-style-type: none"> • Democracy • Integrity • Transparency • Accountability • Expertise 	<p>Democracy – By the People, for the People</p> <p>Integrity – Honest and open dialogue</p> <p>Transparency – No secret meetings and decisions</p> <p>Accountability – Consequence for bad decisions</p> <p>Expertise – Ensuring that the appropriate level of expertise is applied to Council business.</p>
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They are intended to give effect to the principles of good governance, which include that a local authority should:

- conduct its business in an open, transparent and democratically accountable manner;
- give effect to its identified priorities and desired outcomes in an efficient and effective manner;
- make itself aware of, and have regard to, the views of all its communities;
- take account, when making decisions, of the diversity of the community, its interests and the interests of future communities as well;
- ensure that any decisions made under these standing orders comply with the decision-making provisions of Part 6 of the LGA; and
- ensure that decision-making procedures and practices meet the standards of natural justice.

These are reinforced by the requirement that all local authorities act so that “governance structures and processes are effective, open and transparent” (s. 39 LGA 2002).

1.0 Parties and tenure

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|--|---|
| <p>1.1 Parties to the agreement</p> | <p>The parties to this Individual Employment Agreement (the Agreement) are the Board of [name the of Organisation] (“the Board”) and [Chief Executive’s full name] (“the Chief Executive”).</p> |
| <p>1.2 Title of position</p> | <p>The Chief Executive is appointed as [give title if any] and as the Chief Executive of [name of the Organisation] (“the entity”).</p> |
| <p>1.3 Complete agreement</p> | <p>This Agreement, including its Schedules, is the complete agreement between the parties, and supersedes all previous communications, whether written or oral.</p> |

2.0 The role and duties of the Board

2.1 ***The Board as employer*** Pursuant to the Local Government Act, the Board appoints the Chief Executive of [*name of Organisation*] on the terms and conditions of employment set out in this Agreement.

2.2 ***Good employer*** The Board will treat the Chief Executive fairly and properly in all aspects of the Chief Executive's employment.

3.0 The role and duties of the Chief Executive

3.1 ***Functions and duties of the Chief Executive*** The Chief Executive will carry out the functions and duties set out in Schedule A, the position description. The Chief Executive will carry out these functions and duties honestly, diligently and competently. In so doing the Chief Executive shall use [*his/her*] best endeavours to promote and protect the interests of the entity

3.2 ***Location of performance*** The Chief Executive will perform the functions and duties under this Agreement at the entity's head office and elsewhere as required.

3.3 ***Working hours*** The Chief Executive will work such hours as may be required to carry out [*his/her*] duties during the normal working hours of the entity and at such other times as may reasonably be required (whether or not such hours exceed 40 hours per week).

3.4 ***Rights, duties and powers*** The Chief Executive may exercise all the rights, duties and powers that are conferred upon the Chief Executive from time to time by any enactment, or by delegation from the Board.

3.5 ***Promote statutory obligations*** The Chief Executive must promote compliance with all statutory obligations imposed upon the Board, or the entity, or upon employees of the entity.

3.6 ***Proper performance of duties and responsibilities*** The Chief Executive may do all such incidental things consistent with the position of Chief Executive of the entity as are reasonably necessary for the proper performance of the duties and responsibilities of the Chief Executive.

3.7 ***Reasonable and lawful directions*** The Chief Executive must carry out and comply with all reasonable and lawful directions given by the Board or by any person authorised by the Board to give such directions.

3.8 **Standards of Integrity and Conduct** The Chief Executive will comply with the Standards of Integrity and Conduct for the State Services, and any other standards that may apply to/in the entity.

4.0 Term of agreement

4.1 **Term of Agreement** The Agreement shall be for a term of ONE year commencing on [start date], extendable, subject to meeting Board negotiated agreed objectives by 1+1 years (Maximum 3 years), unless earlier terminated pursuant to other provisions of this Agreement.

4.2 **Reason for fixed term** The reason for the employment ending on the expiry date is in accordance with the Local Government Act

4.3 **No expectation of reappointment** The Chief Executive acknowledges the fixed term nature of this Agreement and that nothing in this Agreement shall be construed to create an expectation of reappointment or an entitlement to continued employment beyond the expiry date. No assurances or arrangements for any renewed or subsequent Agreement shall bind either party unless such assurance or arrangement is in writing signed by both parties.

5.0 Remuneration

5.1 **Remuneration package** The Board shall throughout the term of this Agreement remunerate the Chief Executive in accordance with the provisions of Schedule B to this Agreement or in accordance with any modification as the parties may from time to time agree upon in writing subject to any relevant legislative requirement.

5.2 **Expenses** The Chief Executive will be entitled to reimbursement of actual and reasonable expenses incurred by the Chief Executive in accordance with agreed formal delegations.

5.3 **Full compensation** The remuneration and other entitlements received by the Chief Executive under this Agreement shall be deemed to fully compensate [him/her] for all time worked, and duties and responsibilities performed under this Agreement.

5.4 **Review of remuneration** The remuneration of the Chief Executive shall be reviewed regularly at intervals of not more than 12 months with the first review to take effect from [review date]. Any such review shall take account of the Chief Executive's performance as assessed in accordance with Clause 7.0

of this Agreement or otherwise.

6.0 Leave

6.1 **Annual leave and holiday leave**

In each 12 month period of this Agreement the Chief Executive will be entitled to the following paid leave:

- a 20 days' annual leave **OR** [xx] days' annual leave (if entitled to additional annual leave – adjust remuneration)
 - b public holidays as prescribed in the Holidays Act 2003
-

6.2 **Time for taking annual leave**

The time for taking annual leave may be agreed between the Board and the Chief Executive. The Chief Executive must take annual leave at a time that will not unreasonably impact upon the proper performance of [his/her] functions and duties.

6.2.1

If the parties cannot agree on the time for taking annual leave, the Board may, after consultation with the Chief Executive, give at least 14 days' notice directing [him/her] to take annual leave beginning on a particular date.

6.3 **Accumulations of annual leave**

The Chief Executive is expected to take annual leave in the year in which it accrues. If the Chief Executive's accumulated annual leave exceeds 25 days, [he/she] must bring this to the attention of the Board.

6.4 **Public holidays**

Nothing in this Agreement requires the Chief Executive to work on a public holiday. However, in accordance with the Holidays Act 2003, if the Chief Executive works on a public holiday at the direction of the Board the Chief Executive will be entitled to be paid at the rate of time and a half for the time actually worked on that day. In addition, the Chief Executive will be entitled to an alternative holiday on pay if the day would otherwise have been a working day for the Chief Executive.

6.5 **Sick leave**

The Chief Executive will be paid for any days [he/she] is absent due to sickness or injury *provided that* the Board may require the Chief Executive to provide a medical certificate for any period of sick leave that is ongoing for five (5) or more consecutive calendar days (whether or not those days are working days for the Chief Executive).

6.6 **Domestic leave**

The Chief Executive may take up to 20 days' leave, on full pay, for each complete year of service, to attend to [his/her] spouse or partner, or a person who depends on the Chief Executive for care, if

that person is ill or injured.

6.7 Bereavement leave

The Chief Executive is entitled to reasonable paid leave in relation to the death of any person where the death causes [him/her] to suffer a bereavement.

6.8 Parental leave

The Chief Executive is entitled to parental leave in accordance with the Parental Leave and Employment Protection Act 1987.

6.9 Special Leave

The Board may grant the Chief Executive special leave with or without pay on such conditions (including non-accrual of annual and sick leave) as the Board may determine.

7.0 Performance reviews

7.1 Accountability to the Board

The Chief Executive is accountable to the Board for carrying out [his/her] functions and duties under this Agreement.

7.2 Performance agreement

The Board shall prepare an annual performance agreement with the Chief Executive that details:

- a the objectives of the Chief Executive's position for that year; and
 - b the process and criteria by which the Chief Executive's performance is to be assessed for that year
-

7.3 Performance reviews

The Board will from time to time (at intervals of no more than 12 months) review, either generally or in respect of any particular matter, the performance of the Chief Executive in carrying out [his/her] functions and duties under this Agreement.

7.3.1

The Chief Executive will co-operate with the Board during all stages of the performance review process. The Chief Executive will provide the Board with such information as the Board may properly require to carry out any review of the Chief Executive's performance.

7.3.2

The Board, in reviewing the performance of the Chief Executive shall, in addition to any other relevant matters, take into account the performance agreement between the Board and the Chief Executive.

7.3.3

The decision of the Board on the contents of any performance agreement shall be final, but the Board will consult the Chief

Executive on the contents of the performance agreement, and will consider the Chief Executive's views before it finalises the performance agreement.

8.0 Outside interests

8.1 *Disclosure of interests*

The Chief Executive must disclose to the Board in writing all interests of the Chief Executive and of [his/her] immediate family and de facto relationships that may conflict with the interests of the Board and/or the entity, or interfere with the Chief Executive's ability to carry out [his/her] functions and duties in the best interests of the entity.

8.1.1

The Chief Executive will make [his/her] first declaration of interests on signing this Agreement, and thereafter at the request of the Board or as new interests arise.

8.2 *Conflicts of interest*

The Chief Executive will take such steps as the Board may reasonably require to resolve or manage any conflicts of interest.

8.3 *Other activities or employment*

Except with the Board's prior written approval, the Chief Executive will not engage in any activity or employment, paid or unpaid, that conflicts with or is likely to conflict with the proper performance of [his/her] functions and duties.

8.3.1

If the Board forms the opinion that any activity engaged in or about to be engaged in by the Chief Executive impinges upon, or is reasonably likely to impinge upon, the proper performance of the Chief Executive's duties and responsibilities under this Agreement, the Board may after considering any comments from the Chief Executive, direct the Chief Executive to cease or refrain from such activity and the Chief Executive shall act accordingly.

9.0 Information relating to the operations of the entity

9.1 *Work produced is property of the entity*

All work produced by the Chief Executive in the performance of [his/her] functions and duties is the property of the entity.

9.1.1

The entity is entitled to any copyright or merchandising rights in or arising from such work.

9.2 *Disclosure of information*

Except as necessary for the proper performance of [his/her] functions and duties or as may be required by law, the Chief Executive will not, either during the term of this Agreement or

afterwards:

- a disclose any official information relating to the operations of the entity or the Board; or
- b use or attempt to use any information relating to the operations of the entity or the Board for the Chief Executive's personal benefit, or the benefit of any other person or organisation.

This requirement does not apply to information that has entered the public domain, *provided that* the information did not enter the public domain due to a breach of this Agreement by the Chief Executive.

9.3 Retention of information by the entity

Upon the termination [or expiry] of this Agreement, the Chief Executive will ensure that all information relating to the operations of the entity or the Board, and any other property of the entity that may be in the Chief Executive's possession or control at that time, remains within the entity or otherwise as the Board directs.

9.4 Post-employment activities that could benefit from Chief Executive's employment in the entity

The Chief Executive will not, within a period of 12 months of termination [or expiry] of this Agreement, engage in any activity or employment (whether paid or unpaid) by which the Chief Executive or any business or organisation with which [he/she] is associated could benefit from any information relating to the operations of the entity or the Board which has come to [his/her] knowledge in the course of the performance of [his/her] functions and duties, *provided that* the Chief Executive may undertake such an activity with the Board's prior written consent. The Board's consent may be subject to reasonable conditions and will not be unreasonably withheld.

10.0 Expiry of Agreement

10.1 Reappointment

The reappointment of the Chief Executive at the expiry of this Agreement is a matter for the Board to determine at their discretion.

10.1.1

The Chief Executive acknowledges that nothing in this Agreement gives [him/her] an expectation of or entitlement to reappointment.

10.2 Notice of non-reappointment

If the Board decides not to reappoint the Chief Executive, the Board will endeavour to give [him/her] written notice of that decision at least [three months] before the expiry of this Agreement.

11.0 Termination of employment

11.1 Termination by Chief Executive

The Chief Executive may terminate this Agreement at any time [before its expiry] by giving not less than three months' written notice to the Board.

11.2 **Removal from office on the basis of misconduct**

The Board may, in the event of serious misconduct by the Chief Executive and after considering the Chief Executive's explanation, remove the Chief Executive from office by giving such notice (if any) to the Chief Executive as the Board considers appropriate.

11.2.1

For the purposes of this clause "serious misconduct" shall include, but is not limited to:

- a any material breach of this Agreement;
 - b the commission of any offence involving dishonesty or any offence for which the offender may be proceeded against by way of indictment;
 - c any situation where the Chief Executive commits any act of bankruptcy, becomes insolvent, or compounds with or attempts to compound with any creditors of the Chief Executive; or
 - d any situation where the Chief Executive behaves in a manner likely to bring the Chief Executive, the Board or the entity into disrepute.
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11.3 **Termination on medical grounds**

If the Chief Executive becomes incapable of properly performing **[his/her]** functions or duties as a result of mental or physical impairment or illness, the Board may terminate this Agreement on medical grounds by giving at least three months' notice (or pay in lieu of notice) to the Chief Executive.

11.3.1

Before terminating this Agreement under Clause 11.3, the Board shall require the Chief Executive to undergo a medical examination by a registered medical practitioner nominated by the Board or, if the Chief Executive prefers, two medical practitioners, one nominated by the Board and the other by the Chief Executive, and shall take into account any reports or recommendations made available to it as a result of that examination and any other relevant medical reports or recommendations that it might receive, or which may be tendered to it by or on behalf of the Chief Executive.

11.4 **Termination for poor performance**

If the Board is dissatisfied with any aspect of the Chief Executive's performance, the Board will discuss their concerns with the Chief Executive and in such case the Chief Executive will be given such period as the Board considers reasonable in the circumstances to rectify the inadequacies to the satisfaction of the Board.

11.4.1

If the Board reasonably concludes, after the period referred to in Clause 11.4, that the Chief Executive's performance has not improved to the satisfaction of the Board, the Board may terminate this Agreement by giving three months' written notice of termination or, at the Board's discretion, three months' pay in lieu of notice.

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- 11.5 Termination due to restructuring or abolition of entity**
- If at any time during the term of this Agreement the Board considers on reasonable grounds that the functions and duties of the Chief Executive change significantly, or the Chief Executive's position ceases to exist, the Board may:
- a negotiate with the Chief Executive a variation to this Agreement to reflect the changed nature of the position; or
 - b terminate this Agreement on three (3) months' notice. In such event the Board shall, in addition to the three (3) months' notice, pay the Chief Executive a lump sum payment equivalent to three (3) months of the Chief Executive's base salary.
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- 11.6 Termination due to restructuring under the Employment Relations Act**
- If the Board proposes a restructure as described in section 69OI of the Employment Relations Act 2000 (or any replacement provision) and as a consequence the Chief Executive's work is to be performed by or on behalf of any other person:
- a the Board will meet with the Chief Executive, advise of the proposal to restructure and provide the Chief Executive with an opportunity to comment on it. The Board will consider and respond to the Chief Executive's comments; and
 - b the Board will use best endeavours to secure the new employer's agreement to make a reasonable offer of employment to the Chief Executive as defined in clause 11.7.
 - c where the new employer does not agree to make a reasonable offer of employment to the Chief Executive clause 11.5b will apply.
 - d if the new employer does make a reasonable offer of employment to the Chief Executive and the Chief Executive chooses not to accept the offer then the Chief Executive will not be entitled to receive any sum payable under clause 11.5b.
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- 11.7 Reasonable offer of employment**
- The Chief Executive shall not be entitled to receive any sum payable because of a termination due to restructuring and the Board shall not give the Chief Executive any such sum if prior to the date of termination, the Chief Executive receives any reasonable offer of employment from the Board. A reasonable offer of employment shall be an offer on terms and conditions of employment that are substantially similar to those under this Agreement.
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- 11.8 Full settlement of claim**
- The Chief Executive acknowledges that payment made by the Board under this Agreement in relation to a termination due to restructuring shall constitute full settlement of any claim the Chief Executive has or may have against the Board for salary, compensation, special or general damages, interest or legal costs or disbursements or otherwise whether under any statute, at common law, in equity or otherwise and arising out of or in
-

connection with the termination of the employment of the Chief Executive under this Agreement.

12.0 Suspension of employment

- 12.1 ***Suspension of employment*** If the Board forms the opinion that grounds may exist that would entitle the Board to remove the Chief Executive from office, the Board, by written notice to the Chief Executive, may suspend the Chief Executive from duty under this Agreement on full remuneration for such period and upon such other conditions as the Board thinks fit.
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- 12.2 ***Effect of suspension*** Where the Board suspends the Chief Executive from duty, this Agreement will continue to apply and bind the Chief Executive as if the Chief Executive had not been suspended.
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- 12.3 ***Suspension is not termination*** This Agreement will not terminate by reason only of the Board suspending the Chief Executive from duty.
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13.0 General provisions

- 13.1 ***Services for resolution of employment relations problems*** An explanation of the services available for the resolution of employment related problems is attached as Schedule C.
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- 13.2 ***Notice*** Any notice to be given under this Agreement by either party may be served either personally or by prepaid post addressed to the other party.
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- 13.2.1 Notice to the Board/entity may be served at its office.
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- 13.2.2 Notice to the Chief Executive may be served at the head office of the entity or at the Chief Executive's last known residential address.
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- 13.3 ***Confidentiality of this Agreement*** The terms of this Agreement and its Schedules will be treated by both parties as confidential, except as required by law or for its proper negotiation, interpretation or application, unless the parties have given their prior written agreement, *provided that* this confidentiality will not apply to the existence and term of this Agreement.
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- 13.4 Severability** If any part or parts of this Agreement is/are determined to be illegal, null or void by any court or administrative body of competent jurisdiction, that determination will not affect the remaining parts of this Agreement. The Agreement will remain in full force and effect as if those part or parts had not been included in this Agreement, provided that the principal obligations of the parties are maintained.
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- 13.5 Variation** The parties may vary this Agreement to comply with any relevant legislative requirement. No such variation will be effective or binding on either party unless it is in writing and signed by both parties.
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- 13.6 New Zealand law** This Agreement will be construed and take effect in accordance with the laws of New Zealand.
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- 13.7 Independent legal advice** The Chief Executive acknowledges that [he/she] has been advised by the Board that [he/she] was entitled to seek independent legal advice about this Agreement and has been given a reasonable opportunity to do so.
-

SIGNED by _____)
[CHIEF EXECUTIVE'S FULL NAME])
in the presence of: _____)

.....
Witness

Address:

.....

Occupation:

SIGNED for and on behalf of THE BOARD)
by [NAME])
in the presence of: _____)

.....
Witness

Address:

.....

Occupation:

SCHEDULE A – Position Description

POSITION DESCRIPTION	
Job Title:	CHIEF EXECUTIVE OFFICER
Employment Period:	Up to a five year fixed term as per the Local Government Act 2002.
Remuneration:	Market related package and commensurate with the importance of the position.
Residence:	There is a preference for the CEO to be community minded and to reside in Hamilton. Council will offer a fair relocation allowance to the successful applicant if required
Position Purpose:	<p>The CEO is accountable for proactively leading, managing the Hamilton City Council and implementing strategies as agreed by the Council Board in an efficient and financially prudent manner.</p> <p>The CEO will embed a culture of service underpinned by a ‘can do’ attitude and supportive team environment.</p> <p>CEO is responsible for developing organisational values or respect and accountability, giving clear direction to council staff, developing high performing teams and facilitating the provision of well-rounded advice to elected members and leading operational delivery.</p> <p>To shape strategies, communicate both formally and informally with elected members and implement initiatives that support the Council’s strategic intent, and support the delivery of sustainable economic development in a planned and measured way whilst mitigating risk. To ensure Council’s policies and strategies are implemented and the delivery of the Annual and Long Term Plans whilst ensuring compliance with all relevant legislation.</p> <p>The Chief Executive is responsible for building and maintaining strong relationships with key stakeholders to influence the development of Hamilton City and its communities. To act as a champion for Hamilton ensuring that the organisation is fully engaged in productive, sensitive and working partnerships with its stakeholders to fulfil its community leadership role.</p>
Experience:	Minimum of 5 years experience in senior management gained in the public or private sector.

Responsible To:

The Mayor and Council

- a. The Chief Executive Officer of the Council with authority over all other staff as is necessary for the efficient management and execution of the Council’s functions.
- b. Responsible to the Council for the management, control and reporting of Council’s total operation.
- c. The management team report directly to the CEO with scope for the senior management team to report, interact and advise

Council, in an unbiased and complete manner, on matters affecting their departments.

Management Team: Planning Manager
Operations Manager
Community Manager
Compliance Manager
Project Office Manager
Corporate Director

Other Direct Reports: Executive Assistant

Functional Relationships: Mayor
Councillors
Employees
Public and private sector organisations
Government agencies

Other Relationships: There is an expectation that the CEO will be 'community minded', will hold community investment and well-being values, and will be proactively involved in appropriate and relevant community development activities

Key Result Areas:

Team Management and Leadership

- To provide inspirational and decisive leadership to Council staff and to encourage effective management and staff practices delivering a culture of service underpinned by a 'can do' attitude.
- Provide clear leadership and strategic direction to Council staff to ensure an integrated approach to service provision, programme management, resource allocation and prioritisation to deliver on the strategic intent of Council.
- To actively manage and promote a respectful organisational culture which ensures the provision of the highest quality, and most effective service delivery to the community.
- To determine and implement a robust performance management framework appropriate for a customer/Board facing organisation and which emphasises empowerment, accountability, initiative and continuous improvement in service delivery.
- To employ, on behalf of the organisation, employees of council that reflect the values of Council, ensuring best practice employment processes and policies are met at all times.
- To maintain the interaction between elected members, management and staff, with a focus on a collaborative, engaged, and productive working relationship that is appropriate and respectful to the role of governance and operations.
- Deliver culture change to meet the needs of the community, empowering staff to take ownership of their roles and functions, developing a learning culture of continuous improvement and innovation and role model the vision and values of Council.

Strategy

- Act as the Council's key advisor, shape, communicate and present to Council innovative strategies and initiatives that will drive economic and social wellbeing and to ensure strategies are well rounded and risk factors are mitigated as much as possible.

- To proactively manage resources to deliver on the Council's strategic priorities as intended by Council and to ensure management and staff interpret Council strategies as they were intended.
- Continuously scan for future influences and opportunities which may impact on Council to ensure that it is best placed to respond to the needs of the community into the future.
- To report regularly and communicate both formally and informally with elected members on progress towards strategic objectives.
- To develop and deliver an organisational development strategy that promotes opportunity, equality, and personal development ensuring that the organisation has the capability and capacity to deliver its strategic and operational commitments now and into the future.

Governance

- To develop and maintain the governance framework by providing well rounded, clear, unbiased and transparent advice to the Council ensuring high quality decision making for the social, environmental and economic development growth of the community.
- Ensure that all advice and decision making across all areas of Council is fully compliant and consistent with all relevant legislation and codes of best practice.
- To regularly review and report on issues that could create future risks for Council, and ensure timely, accurate and appropriate reporting to Council on all activities.
- To ensure that sufficient time is provided to Elected Members, relevant to the complexity of the issue, for their digestion and complete understanding of the decision being requested.
- To implement Council decisions in a timely manner as required.
- Regularly informing Mayor on budget variances, organisational risks and significant community issues.

Planning and Reporting

- Maintain systems to enable the effective planning and accurate reporting of both financial and non-financial targets, achievement of plans, and service performance of the Council with exceptions highlighted in a straightforward and transparent manner.
- To complete the timely preparation of appropriate and compliant forward planning.
- To develop and implement a robust annual planning process including financial budgets and plans which meet statutory, timing and quality requirements.
- To ensure plans are implemented as fully as is practicable to agreed performance standards and within budget.
- To scrutinise and advise Council of the implications of any planned legislative changes or policy intentions from central government and related agencies.
- Ensure the diverse needs of the community are considered and embedded in Council strategy and plans, and to develop and maintain appropriate and sensitive engagement with the community and stakeholders in the development of strategies, plans and council services.

Relationship Management and Communication

- Work in partnership with elected members in their role as community leaders by supporting and advising elected members, building and fostering relationships with community groups, local employers, central government and other local authorities.
- Develop and maintain internal engagement and communication methodologies to ensure members and staff are informed on and understand Council's strategic direction, priorities, activities and plans in a transparent manner.

- To take a positive lead in major local and regional partnerships to achieve, within the overall strategy, maximum benefit for the region and its communities.
- To role model values based leadership, underpinned by a strong ethics base, and a respect for people and relationships, ensuring staff are engaged, consultative and sensitive to the needs of the community and other stakeholders.

Operational Management

- To take all practicable steps to ensure a safe and healthy workplace by promoting and implementing all relevant legislative and regulatory requirements.
- To ensure compliance by Council with all statutory and regulatory provisions applicable to the operation of Council.
- To have an understanding of cost-effective provision of infrastructure and other council services.
- To maintain a constant review of the organisation and its administrative structure making recommendations to Council where major changes are required in the interests of efficiency and effectiveness.
- To actively manage Council resources to deliver activities in the most efficient and effective manner to achieve agreed organisational outputs.
- To maintain sound and robust financial practices and policies to minimise financial risk to Council and maximise return on investment and provide Council with timely financial reporting highlighting exceptions.
- To maintain best practice project management methods ensuring risks are identified and mitigated, and agreed budgets, timelines and deliverables are achieved.

Candidate Profile:

Key competencies

- Thinks creatively identifying new frameworks for solutions and is a catalyst for change creating a culture where existing approaches/thinking are reviewed and enhanced while respecting people.
- Community minded, active and influential in a wide range of networks with gravitas and highly developed people skills, excellent listener and communicator with influencing skills that are appropriate and considerate to the audience at hand.
- Manages stakeholder engagement through highly developed relationship management skills with a values-based approach; is comfortable empowering and enabling relationships between senior managers, staff, elected members and the community.
- Builds high performing teams, values team-work, delegates and clearly articulates expectations, promotes performance and accountability.
- Values people, provides learning and development opportunities, is motivational and effectively utilises people's capabilities and fosters collaboration.
- Ensures the team delivers results within agreed time and resource constraints.
- Comfortably deals with finding solutions in light of imperfect information, complex issues or ambiguity.
- Encourages others to search for new opportunities and to take calculated risks.

- Anticipates and takes responsibility for meeting the needs of Councillors, the community and staff when appropriate.
- Comfortable leading a varied and complex programme of activities and projects and championing the strategy as well as working at the operation level to support implementation.
- Demonstrates a commercial understanding and can interpret complex commercial, financial and legal information in an analytical manner.
- Can clearly articulate and communicate complex and technical information as appropriate to the audience, can hold their own with subject matter experts as well as communicate effectively with non-experts.
- Has a flexible approach and is capable of managing a variety of conflicting issues and demands in a calm manner.
- Intellectually versatile and able to apply knowledge and skills to a broad range of issues.

Key qualifications and experience

- A relevant tertiary or professional qualification or equivalent experience.
- Substantial and consistent leadership and management experience in a complex environment.
- An ability to develop effective and productive relationships with a governing board.
- An ability to develop strong productive relationships with the community and stakeholders.
- Experience of tikanga Māori would be valuable.
- Significant experience leading, planning and managing projects and initiatives over a broad spectrum of issues.
- Well versed in developing methodologies, shaping strategy, and communicating complex and technical information in a straightforward manner to a wide variety of stakeholders.
- Extensive experience preparing, managing and controlling complex budgets and capital programmes and in the deployment of resources to achieve objectives.
- A demonstrated track record of establishing a strong performance management culture which is customer focused, quality driven and allows for the objective measurement of outcomes and value.
- Experience in local government processes would be an advantage but it is not necessary – political awareness and sensitivity is a must as is experience working in a complex and regulated environment.

Key Performance Indicators (KPI's)

General Outcome	Description	Measure
Rate Increase	To maintain annual rate increases to the CPI index	
Well-being	To undertake an annual community survey that determines the well-being of lower and middle income family.	
3 Waters	To implement a 3 water strategy that mitigates volume, pinch-point issues in a cost effective way.	
Transport	Develop and implement an integrated transport plan for the variety of transport options, using safety corridors and techniques.	
Affordable Housing		
Projects	To implement all projects within scope, on time and within budget	
Investments	To reinstate the Municipal Endowment Fund and associated property function	
Debt to Income Ratio		
Project Reporting	To accurately report original and updated budget variances, risks and mitigation proposals, including impact on community.	

Specific Outcome	Description	Measure

SCHEDULE B – Remuneration

[Full name of Chief Executive]

[All matters that are a personal financial benefit to the Chief Executive must be factored into the total remuneration package. Such matters include, but are not limited to, professional fees or professional subscriptions that are not an essential requirement to perform the role of Chief Executive, annual leave in excess of 20 working days per annum, and medical insurance. If you wish to provide any of these benefits you will need to discuss that first with the SSC.]

The Chief Executive will be eligible for total potential remuneration of \$[insert] per annum based on the following components:

1.0 Base Salary

A salary of \$[amount] per annum

2.0 Performance Payment

A performance payment of up to \$[amount] per annum ([insert rate]% of base salary OR total potential remuneration) may be paid in accordance with the performance agreement.

3.0 Superannuation

Government Superannuation Fund (GSF)

Where the Chief Executive is a member of the Government Superannuation Fund (GSF) the Board will pay the notional employer subsidy as determined by the Government Superannuation Fund from time to time and the tax, if any, in relation to the employer's contribution.

State Sector Retirement Savings Scheme (SSRSS)

The Board will pay into the SSRSS 3% per annum of the base salary as set out above and will also pay applicable withholding tax.

KiwiSaver

- i The Chief Executive is a member of KiwiSaver. From the first payment of salary to the Chief Executive, the Board will make employer contributions at the rate prescribed by legislation. These contributions will continue during the term of this Agreement unless the Chief Executive opts out of or takes a contributions holiday from KiwiSaver. The amount of such employer contributions will be confirmed from time to time in writing to the Chief Executive.
- ii When any performance payment is made the employer contribution will be deducted prior to its payment to the Chief Executive.
- iii The Chief Executive may opt out of KiwiSaver at any time in the period beginning on the 13th day after the date on which the Chief Executive started employment and ending on the close of the 55th day after the date on which the Chief Executive started employment. If the Chief Executive opts out of Kiwisaver, the Board will instead pay the

value of the employer contributions at the time the Chief Executive opted out of Kiwisaver into the total remuneration available to the Chief Executive. After the Chief Executive has opted out of Kiwisaver any contractual obligations in regard to KiwiSaver cease to apply and therefore any subsequent changes to the compulsory employer contributions will not affect the total remuneration available to the Chief Executive.

- iv If the Chief Executive takes a contributions holiday from KiwiSaver the Board will instead pay the employer contributions into the total remuneration available to Chief Executive.
- v If the Chief Executive rejoins KiwiSaver any contractual obligations in regard to Kiwisaver will be reapplied from the date on which the Chief Executive rejoins Kiwisaver. The compulsory employer contributions will be taken from the total remuneration applying at that time.

4.0 Optional (if entitled to additional annual leave under clause 6.1) - Additional Annual Leave

- 4.1 The Chief Executive is entitled to additional annual leave currently valued at **[\$insert]**.
- 4.2 Additional annual leave is to be taken in accordance with clause 6 of this Agreement.

5.0 Optional – Motor Vehicle

- 5.1 The Board will provide full private use of a motor vehicle valued at up to a maximum total purchase price of \$..... (inclusive of GST).
- 5.2 It is accepted by the Chief Executive that in the event of the Commissioner of the Inland Revenue making an assessment of the financial benefit to the Chief Executive in having full use of, or purchasing the vehicle, any such additional income tax so assessed is personal to and payable by the Chief Executive.
- 5.3 The motor vehicle provided under this Agreement shall remain the property of the Board. The Chief Executive will, at all times, take reasonable care of the vehicle and use the vehicle properly and responsibly.
- 5.4 At the expiry or termination of this Agreement the Chief Executive shall have the right to purchase the vehicle at a price determined by the Board (which shall not exceed the market price of the vehicle), together with any GST payable on purchase of the vehicle except where:
 - a the termination arises from the misconduct of the Chief Executive; or
 - b the Chief Executive is to be employed in any position in the State services following a restructuring.

SCHEDULE C – Explanation of the services available for the resolution of employment relations problems

As required by Section 65(2)(a)(vi) of the Employment Relations Act 2000, the following is a plain language explanation of the services available for resolution of employment relationship problems:

Parties will attempt to resolve problem

If any problem or difference arises in relation to this Agreement or if the Chief Executive considers [he/she] has a personal grievance (as defined in the Employment Relations Act 2000) the parties will both actively, openly and in good faith discuss the matter with a view to resolving it by mutual agreement.

Mediation

If either party considers the problem, difference, or personal grievance has not been resolved within a reasonable time then either party may refer the matter to the Ministry of Business, Innovation, and Employment's Labour Group for mediation (or the parties may agree on their own mediator). If agreement is reached, the mediator can sign the agreed settlement, which will bind the parties. Alternatively, the parties may agree that the decision of the mediator will bind them.

Employment Relations Authority

If the problem is not resolved by mediation, either or both of the parties can take the problem to the Employment Relations Authority for investigation. The Authority may direct them to mediation if it thinks that will still be useful. The Authority can investigate and make a determination which will be final and binding unless appealed to the Employment Court.

Employment Court

If either party is dissatisfied with the determination of the Authority, the problem can be taken to the Employment Court for a hearing. The Court may refer the parties back to mediation.

Personal Grievance

If a personal grievance is involved, the Chief Executive must raise it with the Board within 90 days of the date of the action complained of or, of the date the Chief Executive became aware of it, unless there are exceptional circumstances. A personal grievance may arise where an employee believes [he/she] has been unfairly treated or unjustifiably dismissed.

Minimum Entitlements

If the problem involves minimum entitlements under the law, the Chief Executive may ask a Labour Inspector to enforce [his/her] rights under minimum rights legislation such as the Minimum Wage Act 1983 or the Holidays Act 2003.