



Te Kawa Mataaho

Public Service Commission

19 June 2023

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Official Information Request Our Ref: OIA 2023-0123

I refer to your official information request received on 12 June 2023 where you have asked:

"Where can I access the Public Service Commission's model employment agreements for chief executives of Crown entities?"

Information being released

Please find enclosed and outlined in the below table the current Chief Executive (Crown Entity) Individual Employment Agreement template.

Item	Document Description	Decision
1	Individual Employment Agreement for Chief Executive (Crown Entity) template	Released in full

Background information

It is worth noting that Te Kawa Mataaho Public Service Commission (the Commission) has a role in consenting to Chief Executive Terms and Condition for Crown entities as per [section 117 \(2A-2D\) of the Crown Entities Act 2004](#). This process involves the Chair of the entity liaising with the team at the Commission on any proposed Chief Executive terms and condition.

Further information regarding Crown entity chief executive remuneration can be found publicly available on the Commission's website at the following link: <https://www.publicservice.govt.nz/system/crown-entities/crown-entity-chief-executive-remuneration/>.

If you wish to discuss this decision with us, please feel free to contact Ministerial.Services@publicservice.govt.nz.

You have the right to seek an investigation and review by the Ombudsman of this decision. Information about how to make a complaint is available at www.ombudsman.parliament.nz or freephone 0800 802 602.

Please note that we intend to publish this letter (with your personal details removed) and enclosed documents on the Te Kawa Mataaho Public Service Commission's website.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'Nicky Dirks', with a stylized, cursive script.

Nicky Dirks

Manager – Ministerial and Executive Services
Te Kawa Mataaho Public Service Commission

**INDIVIDUAL EMPLOYMENT AGREEMENT FOR
[CHIEF EXECUTIVE'S NAME]**

**CHIEF EXECUTIVE
[CROWN ENTITY]**

Date:

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SCHEDULE A – Position Description

SCHEDULE B – Remuneration

SCHEDULE C – Explanation of the Services Available for Resolution of Employment Relations Problems

1.0 Parties and tenure

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

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|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.1 The Board as employer | Pursuant to the Crown Entities Act 2004, the Board appoints the Chief Executive of [name of Crown entity] 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. |
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3.0 The role and duties of the Chief Executive

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| 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). |
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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	This Agreement is a fixed term agreement under section 117(1) of the Crown Entities Act 2004. It will commence on [start date] and remain in effect until [end date] ("the expiry date"), unless earlier terminated pursuant to this Agreement.
4.2	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 the written consent of the Public Service Commissioner or any other statutory requirements.
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- 5.2 Expenses** The Chief Executive will be entitled to reimbursement of actual and reasonable expenses incurred by the Chief Executive in the proper performance of the responsibilities and duties under this Agreement.
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- 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.
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- 5.4 Review of remuneration** The remuneration of the Chief Executive shall be reviewed at regular intervals [term to be inserted, but not less 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.
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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 [xx] days' annual leave
 - b public holidays as prescribed in the Holidays Act 2003
 - [optional]
 - c the organisational days applying in the entity.
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- 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.
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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 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).

6.5 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.

6.6 Family violence leave

The Chief Executive may take family violence leave in accordance with the Holidays Act 2003.

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	<p>The Board shall prepare at regular intervals of [term to be inserted] a performance agreement with the Chief Executive that details:</p> <ul style="list-style-type: none"> 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	<p>The Board will at regular intervals of at least [time period to be inserted] 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.</p>
7.3.1	<p>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.</p>
7.3.2	<p>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.</p>
7.3.3	<p>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.</p>
8.0 Outside interests	
8.1 Disclosure of interests	<p>The Chief Executive must disclose to the Board in writing all interests of the Chief Executive and of [his/her] immediate family 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.</p>
8.1.1	<p>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.</p>
8.2 Conflicts of interest	<p>The Chief Executive will take such steps as the Board may reasonably require to resolve or manage any conflicts of interest.</p>

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.
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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.
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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.
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9.1.1	The entity is entitled to any copyright or merchandising rights in or arising from such work.
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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:
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|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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.
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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, <i>provided that</i> the Chief Executive may undertake such an activity with the Board's prior written consent, given after consultation with any Minister the Board thinks appropriate. The Board's consent may be subject to reasonable conditions and will not be unreasonably withheld.
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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.
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10.1.1	The Chief Executive acknowledges that nothing in this Agreement gives [him/her] an expectation of or entitlement to reappointment.
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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.
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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.
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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.

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, another Crown entity or a Public Service department. A reasonable offer of employment shall be an offer on terms and conditions of employment that are substantially similar to those under this Agreement.

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.
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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, <i>provided that</i> this confidentiality will not apply to the existence and term of this Agreement.
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.
13.5 Variation	The parties may vary this Agreement with the written consent of the Public Service Commissioner. No such variation will be effective or binding on either party unless it is in writing and signed by both parties.
13.6 New Zealand law	This Agreement will be construed and take effect in accordance with the laws of New Zealand.
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

SCHEDULE B – Remuneration

[Full name of Chief Executive]

[Guidance – please remove: *All matters that are a personal financial benefit to the Chief Executive must be factored into the total remuneration package. If you wish to provide any benefits, other than superannuation, you will need to discuss that first with Te Kawa Mataaho Public Service Commission.*]

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

1.0 Base Salary

A base salary of \$[amount] per annum

2.0 Superannuation

[delete as applicable]

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 re-joins KiwiSaver any contractual obligations in regard to KiwiSaver will be reapplied from the date on which the Chief Executive re-joins KiwiSaver. The compulsory employer contributions will be taken from the total remuneration applying at that time.

Private Superannuation Scheme

The Chief Executive is a member of an [name of scheme] superannuation scheme. The Board will pay into that scheme [insert rate]% per annum of the salary as set out above and will also pay applicable withholding tax.

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.

Value of superannuation is [insert rate]% of base salary which is \$(amount)

3.0 Optional (If the Board chooses, it may offer the following benefits as part of the total remuneration) – delete as applicable

Motor Vehicle

- 3.1 The Board will provide full private use of a motor vehicle valued at [\$amount] (up to a maximum total purchase price of \$46,000 (inclusive of GST)) which is valued at [\$amount] (which is 45% of the value of the motor vehicle).
- 3.2 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.
- 3.3 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.
- 3.4 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.

Other benefits, including insurance

- 3.5 The Board will provide [insert] valued at \$[insert] inclusive of GST.

4.0 Total Remuneration

Base Salary	\$
Superannuation @ [insert rate]	\$
Motor vehicle	\$
Other benefit – please specify	\$
Total Remuneration	\$

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 the Chief Executive believes they have a personal grievance, they must raise it with the Board within the applicable employee notification period:

- For a personal grievance in respect of sexual harassment, a period of 12 months beginning with the date on which the alleged action occurred or came to the notice of the Chief Executive (whichever is later); or
- For any other personal grievance, a period of 90 days beginning with the date on which the alleged action occurred or came to the notice of the Chief Executive (whichever is later).

If the Board is not told of the personal grievance within the applicable employee notification period, the Board does not need to consider it, unless the Employment Relations Authority accepts that the delay was caused by exceptional circumstances.

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.