

29 June 2022

Grant Birkinshaw

s 7(2)(a)

Tēnā koe Grant

Request for Information – Local Government Official Information and Meetings Act (LGOIMA) 1987

We refer to your official information request dated 30 May 2022 for the following information:

- I. *May I request the HCC “Wellness Survey” Reports (Staff performance/satisfaction) over the past three years.*
- II. *Also, a copy of the CEO’s contract.*

Hutt City Council ran its first full Waiora Engagement Survey in June 2021. The results have been published in pages 182-183 of the Policy, Finance and Strategy Subcommittee papers for the meeting of 14 September 2021. You can view this information here:

http://infocouncil.huttcity.govt.nz/Open/2021/09/PFSC_14092021_AGN_2937_AT.PDF

A Pulse Survey was then conducted in November 2021. The results for this survey are enclosed.

The results of the April 2022 Waiora Staff Engagement Survey are publicly available on the Hutt City Council’s website. See:

https://hccpublicdocs.azurewebsites.net/api/download/587890ba7b2542ef8532867346c3a343/_extcomms/765b15f4804f2614b6b96072cdd817024ae

As you also requested, a copy of the CEO’s employment contract is enclosed.

Please note that this letter may be published on the Council’s website.

Nāku noa, nā



Susan Sales

Senior Advisor, Official Information and Privacy

Encl:

CEO’s offer of employment

Results of Waiora Staff Pulse Survey November 2021

INDIVIDUAL EMPLOYMENT AGREEMENT FOR POSITION OF
CHIEF EXECUTIVE

THIS AGREEMENT (to be dated from the agreed commencement date)

BETWEEN Hutt City Council (Council)

AND Johanna Miller (Chief Executive)

IT IS AGREED AS FOLLOWS:

1. The Position

1.1 The Council agrees to employ the Chief Executive in the position of Chief Executive, and the Chief Executive agrees to accept such employment upon the terms and conditions set out in this individual employment agreement ('Agreement'). This Agreement is conditional upon the Chief Executive undergoing the following checks and the results being to the Council's absolute satisfaction:

1.1.1 An ACRO Criminal Records Office check as to the Chief Executive's criminal history in the United Kingdom;

1.1.2 A check with a UK credit agency into the Chief Executive's credit history; and

1.1.3 Confirmation of the Chief Executive's qualifications as listed on her Curriculum Vitae from the issuing entities.

1.2 The Chief Executive shall work from the Council's Administration Building at 30 Laings Road, Lower Hutt, or such other workplace as may be required by the Council within Lower Hutt. The Chief Executive shall be expected to undertake travel in the course of her duties as required by the Council, including overseas and overnight travel.

1.3 The Chief Executive is responsible to the Council and will report to the Mayor.

2. Fixed Term

2.1 Pursuant to clauses 33 and 34 of Schedule 7 of the Local Government Act 2002 ('the Act'), the Chief Executive is employed for a fixed term commencing from a date to be agreed, in July 2019 (commencement date) and expiring five years following the agreed commencement date (expiry date).

- 2.2 In accordance with clauses 34(3) and 34(4) of Schedule 7 of the Act, the Council may, at its sole discretion and after completion of a performance review pursuant to clause 35 of Schedule 7 of the Act, appoint the incumbent Chief Executive for a further term, not exceeding two years from the expiry date, without advertising the vacancy.
- 2.3 There is no express or implied right or obligation on either party to renew the Agreement at, or prior to, the expiry date.
- 2.4 This agreement will terminate at the expiry date in accordance with Schedule 7 of the Act, or at the end of the further term if the Chief Executive is appointed for a further term under clause 2.2 of this Agreement. The reason that the employment relationship will end on the expiry date is because the statutory appointment period for the Chief Executive will have expired

3. Nature of the Relationship

- 3.1 The Chief Executive is employed by the Council in the position of Chief Executive and is appointed as the principal administrative officer of the Council within the meaning of section 42(4) of the Act. As such, the Chief Executive is a direct employee of the elected Council and is responsible for the overall management of the business of the Council and the employment and management of its staff.
- 3.2 Notwithstanding the above, during the term of the agreement the Chief Executive will inform the Council, or its appropriate Subcommittee, and seek their feedback prior to implementing any significant changes to the Council's strategic leadership team.
- 3.3 The Chief Executive will also consult with the Mayor prior to delegating her responsibilities to another senior leadership team member due to absences or other matters which require the Chief Executive to be temporarily unable to fulfil their duties.

4. Obligations of the Chief Executive

- 4.1 The basic objectives of the position are to:
 - 4.1.1 implement the decisions of the Council, provide advice and ensure effective and efficient management;
 - 4.1.2 provide for strategic direction and managing of the Council's business in accordance with the Council's policy and objectives;

- 4.1.3 develop policies, plans and strategies for leadership and the delivery of services (including the operation of a personnel policy that complies with clauses 36(1) and (2) of Schedule 7 of the Act);
- 4.1.4 provide advice and services to the Council, to ensure that the Council's statutory and political functions are effectively administered;
- 4.1.5 provide for the efficient and effective delivery of the Council's services to the community of the Lower Hutt District through an appropriately resourced organisation and structure;
- 4.1.6 perform the specific statutory obligations and functions of the position, including those set out in schedule 2; and
- 4.2 A detailed job description outlining the Chief Executive's specific responsibilities is attached as Schedule 2. In addition to the objectives, responsibilities and obligations set out above and in Schedule 2, the Council may, in consultation with the Chief Executive, set certain specific tasks, projects and duties for the Chief Executive as well as establishing certain key performance indicators. The Chief Executive will be expected to achieve these, and key performance indicators, whenever reasonably possible to do so.
- 4.3 The Council may, after consultation with the Chief Executive, amend his/her job description and the duties associated with that position but not so far as to change substantially the nature or responsibilities of the position (except in the case of a restructuring).
- 4.4 The Chief Executive will perform her duties diligently and to the best of her abilities. The Chief Executive will also devote her best efforts to promote and protect the Council's interests.
- 4.5 The Chief Executive agrees that during the term of the agreement she will not:
- 4.5.1 intentionally or recklessly do anything to adversely affect the good will and reputation of the Council; and/or
- 4.5.2 enter into any commitment or incur any obligation on behalf of the Council in excess of such authority as may from time to time be granted to the Chief Executive by the Council.

4.6 The Chief Executive will comply with:

4.6.1 any reasonable direction given by the Council;

4.6.2 the Council's policies, procedures, and rules (which may change from time to time at the Council's discretion); and

4.6.3 all legal requirements.

5. **Remuneration and Benefits**

5.1 The Chief Executive will be paid the annual remuneration set out in schedule 1.

5.2 The Chief Executive's remuneration and benefits will be reviewed annually and as soon as practicable after 1 July each year, with the first review being in July 2020.

5.3 The Chief Executive acknowledges that the remuneration payable to her is in full satisfaction of all hours worked and duties performed, and that no overtime, penalty or other sums are owed unless specifically provided for in this Agreement.

5.4 The Chief Executive consents to the Council deducting any over-payments, outstanding debts or money owed to it by the Chief Executive from her pay including, final pay and holiday pay. The Council will consult with the Chief Executive before making any deductions.

6. **Hours of Work**

6.1 The Chief Executive's ordinary hours of work are a minimum of 40 per week, to be worked between the hours of 8.00am to 5.00pm, Monday to Friday. As long as the Chief Executive's ordinary hours are worked each week, and all work is completed within required timeframes and to an appropriate standard, and with the prior approval of Council, start and finish times each day, and days of work, are flexible. However, the Council may determine at any time that the Chief Executive's hours of work will revert to those specified in this clause.

6.2 In order to perform the job effectively, the Chief Executive may be required to work additional hours as required by the Council. The Chief Executive understands and agrees that there are genuine reasons, based on reasonable grounds, for the need to remain available to do so at times, and that the extent to which they must remain available is reasonable, having regard to section 67D of the Employment Relations Act 2000.

7. Expenses

7.1 The Council will reimburse the Chief Executive for all reasonable expenses actually incurred by the Chief Executive in the course of her lawfully and reasonably undertaking her duties pursuant to this agreement, and in accordance with Council policy. The Chief Executive will be required to produce documentary evidence of these expenses including, where appropriate, a properly completed GST tax invoice.

8. Performance Agreement and Review

8.1 In accordance with clause 34(2) of Schedule 7 of the Act the Council and the Chief Executive must enter into a performance agreement.

8.2 The position in which the Chief Executive has been engaged pursuant to this agreement has been identified by the Council as one in which performance of the highest standard is considered as vital to the successful operation of the Council. For that reason the Council will carry out a performance review with the Chief Executive on at least an annual basis. However, the Council reserves the right to carry out such reviews on a more regular basis, if the Council considers this necessary.

8.3 The performance review will evaluate all aspects of the Chief Executive's performance and conduct, with reference to agreed objectives for the performance of the duties and obligations of the Chief Executive.

9. Performance review at the end of 5-year term of appointment

9.1 Not less than six months before the expiry date of the Chief Executive's five-year term, the Council will conduct and complete a review of the Chief Executive's employment pursuant to clause 35 of Schedule 7 of the Act.

9.2 This review will not occur if the Chief Executive advises in writing that she does not want to be considered for appointment to a further term.

9.3 Following completion of this review, but before the expiry date, the Council will resolve whether or not to appoint the Chief Executive for a further term not exceeding two years or advertise the vacancy.

9.4 Pursuant to clause 34(6) of Schedule 7 of the Act if the position is advertised, the Chief Executive may apply for the position and the Council will give that application due consideration.

10. Holidays and Leave

Annual Holidays

10.1 The Chief Executive is entitled to annual holidays set out in Schedule 3 for every 12 months of continuous employment with the Council.

Sick and Bereavement Leave

10.2 The Chief Executive is entitled to paid sick and bereavement leave. The Chief Executive's entitlements are detailed in Schedule 3.

Public Holidays

10.3 The Chief Executive is entitled to the public holidays in accordance with the Holidays Act 2003, and any amending or substituting legislation. However, the Chief Executive agrees that she shall, where required by the Council, work on a public holiday.

10.4 The Chief Executive agrees not to work on a public holiday unless specifically directed by the Council.

10.5 If the Chief Executive works on a public holiday, she will be paid for the work performed in accordance with section 50 of the Holidays Act 2003.

10.6 If the Chief Executive is directed to work on a public holiday, and actually works on that public holiday, and that day would otherwise have been a working date for the Chief Executive, she shall be entitled to an alternative holiday.

11. Termination of Employment

11.1 The Chief Executive's employment will finish on the expiry date in clause 2, unless terminated earlier with this clause or clause 12. No notice need be given by the Council.

11.2 The Chief Executive's employment can be terminated prior to the expiry date for reasons outlined in the following provisions:

11.2.1 The Council may dismiss the Chief Executive without notice and without compensation in the case of serious misconduct, conduct that brings or has the potential to significantly bring the Chief Executive or the Council into disrepute, or if the Chief Executive is adjudged bankrupt or compounds with her creditors generally.

11.2.2 The Council may terminate the Chief Executive's employment by giving such notice to the Chief Executive as it deems appropriate in the circumstances, but not less than three months' notice, if,

as a result of mental or physical illness or incapacity, in the opinion of the Council, and supported by any available medical evidence, the Chief Executive is rendered incapable of the proper performance of the Chief Executive's duties under this agreement. Before taking any action under this sub clause the Council may request the Chief Executive to undergo a medical examination pursuant to the medical examination clause (clause 15).

- 11.2.3 Where, as a result of the Chief Executive's conduct or actions, serious incompatibility and/or irreconcilable differences arise between the Chief Executive and the Council and/or the Mayor, the Council may, following a fair process, terminate this Agreement by giving either three months' notice or notice equivalent to the balance of the terms of this Agreement (whichever is the lesser).
- 11.2.4 If the Council is dissatisfied with any aspect of the performance by the Chief Executive of her duties, the Council's concerns will be discussed with the Chief Executive and in such case the Chief Executive shall be given such period as the Council considers to be reasonable in the circumstances to improve her performance to the satisfaction of the Council. If the Chief Executive's performance does not improve to the satisfaction of the Council, her employment may be terminated by giving either three months' notice or notice equivalent to the balance of the term of this agreement (whichever is the lesser).
- 11.2.5 The Council reserves the right to pay the Chief Executive in lieu of notice, or alternatively require that the Chief Executive to not perform some or all of her duties or attend the workplace during the notice period. In this event, the Chief Executive will continue to receive her fixed remuneration for the balance of the notice period; the Chief Executive will remain an employee of the Council, and will continue to be bound by her contractual obligations and duties of confidentiality and fidelity.
- 11.2.6 Any decision by the Council to terminate the Chief Executive's employment pursuant to this clause, or for redundancy, will be by resolution of the Council taken in a confidential Council meeting, stating the reasons for termination.
- 11.2.7 The Chief Executive may terminate this Agreement by giving three months' notice in writing to the Council.
- 11.2.8 When employment ends, or whenever the Council asks, the Chief Executive agrees to immediately return all Council property and information in the Chief Executive's possession or control and in the case of electronic files, delete these as requested by the Council.

12. Termination of Employment for Redundancy

- 12.1 The Chief Executive's employment may be terminated on the grounds of redundancy if the position is surplus to the Council's needs or the responsibilities and duties of the Chief Executive become significantly different. In the event that the Chief Executive's employment is terminated for redundancy, she will be given three months' notice or pay in lieu of such notice (which may be dealt with in accordance with the termination clause above). In addition, the Chief Executive will be entitled to redundancy compensation of either six months' fixed remuneration or payment of remuneration to the expiry date, whichever is the lesser. No other compensation shall be paid.
- 12.2 In the event of a merger, amalgamation or reconstruction of all or part of the Council such that the Chief Executive's employment is terminated and the Chief Executive is offered employment with the other party to the merger, amalgamation or reconstruction on terms and conditions which are generally the same or no less favourable than the Chief Executive's existing terms and conditions, the Chief Executive will be technically redundant. If the Chief Executive accepts the offer of employment on these terms, the Council will be under no obligation to provide any form of notice of redundancy or other compensation. If the Chief Executive refuses the offer of employment on these terms and is made redundant, the Council will provide notice (or payment in lieu of notice) only.
- 12.3 Where the Chief Executive's position is made redundant due to a reorganisation of the Council but she is offered suitable alternative employment on terms and conditions which are generally the same or no less favourable than the Chief Executive's existing terms and conditions, and at the same location or a location that is a reasonable distance from her workplace, the Chief Executive will have no right to redundancy compensation. The Council will provide notice (or payment in lieu of notice) only.

13. Employee Protection Provision

- 13.1 This clause applies to restructuring (as defined in Section 69OI of the Employment Relations Act 2000) and will apply where the Council enters into a contract or arrangement under which its business (or part of it) is to be undertaken by another person or entity, or where the Council's business (or part of it) is to be sold or transferred to another person or entity.
- 13.2 In the event of such a restructuring affecting the Chief Executive's position, the Council shall, as soon as is reasonably

practicable, taking into account the commercial and confidentiality requirements of the business, commence negotiations with the other party involved in the restructuring (other party) concerning the impact of the restructuring on the Chief Executive.

- 13.3 In those negotiations, the Council will, subject to statutory, commercial confidence or privacy issues, provide the other party with all information about the employees who will be affected by the restructuring (including the Chief Executive), including all details of their terms and conditions of employment, and it will encourage the other party to offer affected employees, employment on the same or generally no less favourable terms and conditions of employment than they currently enjoy with the Council.
- 13.4 However, whether the other party offers the Chief Executive ongoing employment and on what terms and conditions, will ultimately be the decision of that other party.
- 13.5 In the event that the other party does offer the Chief Executive employment on terms and conditions which are the same or generally no less favourable than his/her existing terms and conditions, then the Chief Executive will be entitled to notice in accordance with the redundancy clauses in this agreement, but will not be entitled to any redundancy compensation from the Council if the Chief Executive declines that offer. If the Chief Executive accepts that offer he/she will not be entitled to notice or redundancy compensation.
- 13.6 However, if the Chief Executive is not offered employment on terms and conditions which are generally the same or no less favourable, or is offered, and declines, employment on terms and conditions which are generally less favourable, then the Council will advise the Chief Executive of his/her entitlements to notice and redundancy compensation as per the redundancy clause in this agreement.

14. Suspension

- 14.1 If the Council commences an investigation into an instance of possible serious misconduct by the Chief Executive, the Council may require the Chief Executive to undertake reduced or alternative duties consistent with the Chief Executive's abilities or remain away from work, on pay, at any time for any period and not allow the Chief Executive onto Council premises. The Council must have a good reason for taking this action and these reasons must be fully explained to the Chief Executive. The Council undertakes to investigate and resolve the reason for the suspension as expeditiously as possible.

14.2 Where an allegation of serious misconduct against the Chief Executive gives rise to both an internal disciplinary investigation and a police investigation the suspension may continue without pay, provided that the Council has first consulted with the Chief Executive and, following that, has given him at least two weeks' notice of the decision to stop her pay.

15. Medical examination

The Chief Executive agrees that the Council may, at its expense, require the Chief Executive to undergo a medical examination by a registered medical practitioner, or practitioners nominated by the Council (after the Council has considered the Chief Executive's wishes in respect of the appointment of the medical practitioner) and a copy of any medical report furnished by such medical practitioner shall be available to both parties. For the avoidance of doubt, the Council may exercise this right only for the purposes of:

- (a) determining whether granting the Chief Executive ongoing sick leave is appropriate;
- (b) determining whether the Chief Executive's employment should be terminated for incapacity;
- (c) assessing the Chief Executive's fitness for work and/or return to work after a period of sick leave or;
- (d) obtaining a second opinion where the Chief Executive has provided a medical certificate/report.

16. Indemnity

16.1 The Council shall indemnify the Chief Executive from and against all action, proceedings, claims and demands made or brought against the Chief Executive by any third party arising out of the good faith and diligent performance of the Chief Executive's obligations under this agreement, other than those arising out of recklessness or wilful neglect on the part of the Chief Executive or the wilful failure by the Chief Executive to carry out any lawful instruction of the Council.

16.2 In consideration for this, the Chief Executive agrees that if the Council decided to do so, the Council will manage the defence of any such actions, proceedings, claims or demands, and the Council can choose and instruct the legal representatives of its choice.

17. Confidentiality

Subject to the provisions of the Official Local Government Information and Meetings Act 1987, the Chief Executive shall not, either during the term of this agreement or at any time afterwards, except so far as may be necessary for the proper performance of the Chief Executive's duties and obligations under this agreement, or as may be required by law;

- (a) disclose to any person any official or confidential information which has come to the Chief Executive's knowledge in the course of the performance of this agreement.
- (b) use or attempt to use any such official or confidential information for the Chief Executive's own personal benefit, or for the benefit of any other person or organisation, or in any matter whatsoever.

18. Conflict of Interest

18.1 The Chief Executive will be expected to devote her energy to this position and for this reason, together with a need to protect the Council's commercial interests, the Chief Executive will not be permitted to engage in any other business activities without the Council's prior written consent.

18.2 The Chief Executive agrees that if the Council requires it, the Chief Executive will disclose any other business interests that he/she had prior to, or may have during employment with the Council.

18.3 The Chief Executive agrees not to enter into any contracts, relationships, business interests or activities which may conflict with the interests of the Council and the Chief Executive's responsibilities to it, or which could reflect adversely on the Council's business or its public perception.

18.4 The Chief Executive must advise the Council of any actual or perceived conflicts of interest, that may arise between the Chief Executive's duties to the Council and the Chief Executive's personal interests.

19. Health and Safety

19.1 The Chief Executive is required to comply with the Health & Safety at Work Act 2015 and all of Council's health and safety rules and procedures. In particular, to take all practicable steps to ensure his/her own safety and wellbeing and that of others in the Council.

19.2 The Chief Executive is required to ensure he/she maintains her ability to perform her duties safely and effectively.

20. Proprietary Rights

All ideas, concepts, copyright, inventions, patents, trade marks or other products or processes developed or created either in whole or part by the Chief Executive in the course of her employment with the Council shall be the sole property of the Council. The Chief Executive's obligations regarding intellectual property continue to apply after the employment ends.

21. Resolving employment relationship problems

21.1 Where either party to this Agreement identifies an employment relationship problem then they should raise it with the other party as soon as possible. Where the parties are not able to resolve the issues between them, then either party may access the problem resolution provisions in the Employment Relations Act 2000.

21.2 If the Chief Executive considers she has a personal grievance, she must take steps to raise it with the Council within 90 days of when the event giving rise to the grievance occurs, or from the date on which the Chief Executive becomes aware of it.

21.3 If there is an employment relationship problem the Chief Executive and the Council can attend mediation with the Mediation Service of the Ministry of Business, Innovation and Employment.

21.4 If mediation is not successful either party can apply to the Employment Relations Authority to have the matter resolved.

21.5 The Chief Executive can ask for assistance from a Labour Inspector (through the Ministry of Business, Innovation and Employment) to make determinations pursuant to the Holidays Act 2003 and to recover any remuneration or holiday pay payable by the Council.

22. Modification or variation

This Agreement represents a full record of the terms and conditions of employment entered into between the Chief Executive and the Council and any changes or additions to this Agreement must be mutually agreed in writing by the parties to be valid and enforceable.

23. Completeness

This Agreement replaces all previous written or oral agreements, contracts, promises and / or understandings between the parties.

24. Right to work

It is a fundamental condition of this Agreement that at all times the Chief Executive maintains the right to lawfully live and work in New Zealand for the Council. In the event this ceases to be the case, the Chief Executive must notify the Council of this immediately, and in the event that the Chief Executive is unable to satisfy the Council that she meets this condition, her employment may be terminated without notice.

25. Acknowledgement

I, Johanna Miller, acknowledge that:

- (a) All representations, whether oral or in writing, made by me when applying for this position about my qualifications and experience are to the best of my knowledge true and correct.
- (b) I have not deliberately failed to disclose any matter which may have materially influenced the Council's decision to employ me.
- (c) I do not have any physical and/or medical conditions which could affect my ability to carry out my duties and responsibilities under this agreement.
- (d) I have been informed about my entitlements under the Holidays Act 2003 and my ability to obtain further information in regard to those entitlements from the Ministry of Business, Innovation and Employment.
- (e) I confirm that I am not subject to any contractual or other legal restraints in respect of any other parties that could prevent me from discharging my obligations to the Council pursuant to this Agreement.
- (d) I confirm that before entering into this Agreement, I was encouraged to seek independent advice about its terms and have been given a reasonable opportunity to do so.

I further acknowledge that a breach of (a) or (b) above may entitle the Council to end my employment without notice.

This agreement has been executed by the parties on 15 February 2019

SIGNED for an on behalf of Hutt City Council by:



David Bassett, Acting Mayor

19 February 2019

Date

SIGNED by Johanna Miller



19 February 2019

Date

Released under the Local Government Official Information and Meetings Act

Schedule 1

Remuneration

The Chief Executive will receive taxable annual remuneration and benefits as follows:

Salary	\$373,786
Council's Contribution to KiwiSaver	\$11,214
Total Remuneration	\$385,000

Car park and reimbursement for business mileage

Council will provide a car park and will reimburse for all business mileage, at the rate specified by the Inland Revenue Department.

Mobile phone

Council will pay for a mobile phone.

Airline – club fee

The Council shall pay for membership of one airline membership club.

Professional Memberships

Council will pay for professional memberships considered beneficial and appropriate to the role, as agreed with the Mayor

Liability Insurance

Council will maintain officers' liability insurance covering the Chief Executive

HCC Benefits

The benefits generally available to all other Council staff will also be available to the Chief Executive

Relocation Reimbursement

The Council will reimburse the Chief Executive for the costs of relocating herself, her immediate family and her household and personal effects to New Zealand from the United Kingdom to a maximum combined value of NZ\$20,000+GST. The Chief Executive must provide full invoices and explanations for each expense incurred. The Council may agree to pay a service provider directly at its discretion.

The Council will reimburse the Chief Executive for:

- Economy class one-way direct flights from the United Kingdom to Wellington, New Zealand (stop-overs, upgrades and accommodation costs will not be reimbursed);
- Costs directly related to the packing, removal and shipping of personal and household effects from the United Kingdom to Wellington (including insurance but excluding storage costs; the Chief Executive

- will provide 3 written independent quotes for these relocation costs to the Council for the Council to select);
- Fees associated with applications for visas to live and work in New Zealand;
 - Accommodation upon arrival in Wellington, New Zealand for up to 30 days.

Items the Council will not reimburse the Chief Executive for include (but are not limited to):

- relocation of trailers, boats, caravans, or vehicles;
- relocation and/or housing of pets;
- commissions on the sale or purchase of properties;
- legal fees;
- duty on articles brought into New Zealand;
- rental or agency fees or other house hunting costs;
- car hire;
- any losses on sale of assets; and
- other expenses not directly related to the physical removal.

In the event that the Chief Executive ceases employment with the council within 12 months of commencement for any reason, the Chief Executive shall be liable to repay the entire sum of NZ\$20,000+GST, and consents to the Council deducting this amount from any final pay owing.

Released under the Local Government Official Information and Meetings Act

Schedule 2

Position Summary

The Chief Executive is directly responsible to the Hutt City Council with a focus on implementing the decisions made by Council. The CE will provide dynamic leadership to Council and contribute to the strategic planning for the future of the city. The CE will advise Council members, ensuring their duties and powers are properly carried out, and ensure the Council operates in an efficient and strategic manner.

The CE will have a strong focus on Council's Long-Term Plan 2018 – 2028, and work to deliver each foci: Leisure and Wellbeing, Urban Growth, Environmental Sustainability, Infrastructure, and Community Outcomes. Thus, making Hutt City a great place to live, work and play.

The CE will ensure the Council meets its commitment to providing governance in line with the Local Government Act 2002. They will execute Council policy, strategy and direction throughout the business operations in an effective and exemplary way.

Chief Executive Responsibilities:

1. Strategic Advancement and Planning

- Ensure the Council's strategic direction reflects the vision identified in the Long-Term Plan and recognises Hutt City's distinctive communities.
- Provide robust leadership that guides Council in the development of planning for the future of the city, ensuring Council is ready to actively respond to change.
- Advise on Council Operations, working alongside the Mayor and elected members.
- Identify and protect the aspirations and needs of Hutt City at a local, regional and national level.
- Address community needs and desires represented by Council. Strategically allocating priority to projects deemed most important.

2. Operational and Financial Management

- Prepare and manage annual financial plans and coordinate financial planning for Council's Long-Term Plan. Allocate funding to each of the five identified sub-strategies.

- Regularly report on Council's financial position (and associated organisations where applicable) to Council and other parties as required.
- Manage the delivery of the Council services to Hutt City residents, ratepayers, businesses and community members.
- Prepare Council's Annual Report, outlining timeframes and a breakdown of Council activity. Ensure the Annual Report obtains a clear audit.
- Create a strong Council balance sheet, growing asset performance and improving key ratios.
- Ensure Council activity and services are actively monitored to ensure budgets outlined in the financial plans are not exceeded.

3. Organisational Development

- Ensure that Council has appropriate employee numbers to support growth and the achievement of strategic, financial and operational goals.
- Ensure that the organisation's internal structure is organised in the most effective way possible and is supporting organisational goals.
- Ensure Council has a culture that staff are eager to work within. This culture should maximise staff performance and support them in meeting Council's goals.
- Delegate decision making where appropriate, ensuring effective accountability throughout the organisation.
- Encourage Council staff to be innovative and ensure continuous improvement across the organisation.
- Develop high performing teams, effectively managed by HR strategies and robust recruitment processes.

4. Management and Leadership

- Create and monitor external and internal communications that accurately reflect and promote Council's operations and activities.
- Maintain an effective relationship with the Mayor and elected Council members.

- Participate in major public and community events, supporting and encouraging attendance of Council staff.
- Inform the Mayor and Councillors of any significant statutory compliance or legal issues that present significant risk to the city.
- Regularly communicate the vision, goals and key objectives of Council to elected members, management and staff, thus ensuring a unified mindset.
- Create partnerships with key community groups, businesses and iwi.
- Provide leadership, direction, support and feedback to staff on their performance. Both formal and informal staff performance feedback processes should be followed.
- Ensure all new staff are properly inducted and share the Council's values.
- Promote Council's commitment to the principles of Equal Employment opportunities.

5. Health, Safety and Wellbeing

- Visibly demonstrating to Council employees and stakeholders that good health and safety practices are an integral part of Council's culture.
- Integrate health and safety procedures and expectations into Council's daily business making decisions.
- Ensure all contractors are compliant with Council's health and safety and procedures.

6. Organisational contribution

- Undertake any projects as directed by the Council in a timely and accurate manner.
- Follow Civil Defence best practice and attend all emergency events and training if required.
- Contributes to Council innovation and improve work processes/systems where possible.

Specific Job Requirements

Under s42(2) of the Local Government Act 2002, the Chief Executive is responsible to the Council for:

- (a) implementing the decisions of the Council; and
- (b) providing advice to members of the Council and to its community boards, if any; and
- (c) ensuring that all responsibilities, duties, and powers delegated to him or her or to any person employed by the Council, or imposed or conferred by an Act, regulation, or bylaw, are properly performed or exercised; and
- (d) ensuring the effective and efficient management of the activities of the Council; and
- (e) maintaining system to enable effective planning and accurate reporting of the financial and service performance of the Council; and
- (f) providing leadership for the staff of the Council; and
- (h) negotiating the terms of employment of the staff of the Council.

Under s42(3) of the Local Government Act 2002, the Chief Executive is responsible to the Council, for ensuring, so far as is practicable, that the management structure of the Council:

- (a) reflects and reinforces the separation of regulatory responsibilities and decision-making processes from other responsibilities and decision-making processes; and
- (b) is capable of delivering adequate advice to the Council to facilitate the explicit resolution of conflicting objectives.

Leadership Qualities and Duties

As the Chief Executive of the Council you will:

- (a) discharge the specific responsibilities we direct you to: and
- (b) imbue the employees of the Council with a spirit of service to the community and pride in the organisation; and
- (c) promote efficiency in the Council; and
- (d) be a responsible manager; and

- (e) maintain high standards of integrity and conduct among the employees of the Council; and
- (f) ensure that the Council is a good employer (see below); and
- (g) promote equal employment opportunities.

Good Employer

Under clause 36(2) of Schedule 7 of the Local Government Act 2002, the Chief Executive must ensure that the Council operates a personnel policy that complies with the principle of being a good employer, including provisions requiring:

- (a) good and safe working conditions; and
- (b) an equal employment opportunities programme; and
- (c) the impartial selection of suitably qualified persons for appointment; and
- (d) recognition of –
 - (i) the aims and aspirations of Maori; and
 - (ii) the employment requirements of Maori; and
 - (iii) the need for greater involvement of Maori in local government employment; and
- (e) opportunities for the enhancement of the abilities of individual employees; and
- (f) recognition of the aims and aspirations, and the cultural differences, of ethnic or minority groups; and
- (g) recognition of the employment requirements of women; and
- (h) recognition of the employment requirements of persons with disabilities.

Career Development/Networking

The Chief Executive will undertake approved career development training and/or networking in the interest of the Council.

Schedule 3

Holidays and leave entitlement details

Annual holiday entitlements

- 1 You are entitled to five weeks of annual leave for each complete 12 months of continuous service with us.
- 2 If you request it, we will allow you to take at least two weeks annual holidays in a continuous period.
- 3 You must take your annual holidays at a time agreed with us. If the parties cannot agree on a time, we can give you a minimum of 14 days' notice to take your annual holidays at a time we determine.
- 4 Your entitlement to annual holidays remains until you take them. You should take annual holidays within 12 months after they become due. You cannot accumulate more than a total of 35 days of annual holidays (accrued and entitled) at any one time. This total may be increased in exceptional circumstances with prior approval of the Mayor.

Public holiday entitlements

- 5 If we require you to work on a public holiday, you are entitled to be paid the portion of your relevant daily pay that relates to the time you actually worked on the day plus half that amount. In addition to that payment, you are entitled to an alternative holiday paid at your relevant daily pay.
- 6 If you agree to work on a public holiday that does not fall on a day on which you normally work, you are entitled to be paid the portion your relevant daily pay that relates to the time worked on the day plus half that amount but you are not entitled to an alternative holiday.
- 7 We will consult with each other about when you will take any alternative paid holiday that you are entitled to. If we cannot agree on the timing, we will give you 14 days' notice of the day that you are to take the alternative holiday.
- 8 If you have not taken your alternative holiday within 12 months of your entitlement, we may agree to exchange your entitlement for payment in lieu. If you accept payment in lieu you lose your right to a paid alternative holiday.

Sick leave and bereavement leave

- 9 You are entitled to paid sick and bereavement leave.
- 10 Sick and bereavement leave is only available on days on which you normally work.
- 11 If you have exhausted your entitlement to sick leave or you require more bereavement leave, we may, if requested by you, agree to the leave being taken as annual holidays which you are entitled to. Your request must be in writing.
- 12 You agree to notify us as early as possible before you are due to start work if you intend to take sick and bereavement leave.

Sick leave

- 13 You are entitled to ten days sick leave in each year of employment. Sick leave is available when you, your partner, and/or a person dependent on you for care, are sick or injured.
- 14 You may carry over untaken sick leave to any subsequent 12 month period, cumulative to a maximum of ninety (90) days. This entitlement is inclusive of and not additional to that provided pursuant to the Holidays Act 2003.
- 15 Sick leave will not be paid out when your employment ends.
- 16 We may require you to produce proof of sickness or injury if you take any sick leave. If we require proof of sickness or injury before you have taken three consecutive days of sick leave we will reimburse you for the cost of a medical certificate or other appropriate documentation.
- 17 If you do not provide proof of sickness or injury as required above we are not required to pay you for your sick leave until you do so.

Bereavement leave

- 18 You are entitled to three days bereavement leave in each subsequent year of employment. Bereavement leave is available when your partner, parent, child, brother or sister, grandparent, grandchild, or partner's parent dies.
- 19 We will also allow you to take one day's bereavement leave if we accept you have suffered a bereavement in relation to any other person with whom you have: a close association; significant responsibility for all or any of the arrangements for the ceremonies relating to the death; cultural responsibilities in relation to the death.
- 20 If you suffer a bereavement during your annual holidays we will allow you to take that period as bereavement leave.
- 21 We may ask you to provide us with proof of your bereavement.

Overall Results for the Waiora Engagement Pulse Survey - November 2021 (all questions)

Sections		Favourable	Neutral	Unfavourable
Engagement	Nov-21	40%	31%	29%
	Jun-21	36%	32%	32%
	Change	4%	-1%	-3%
Leadership	Nov-21	68%	21%	11%
Connection	Nov-21	84%	12%	4%
Wellbeing	Nov-21	48%	32%	20%

Factor	Question		Favourable	Neutral	Unfavourable	
Engagement	I would recommend Hutt City Council as a great place to work	Nov-21	41%	32%	27%	
		Jun-21	41%	33%	26%	
		Change	0%	-1%	1%	
	Hutt City Council motivates me to go beyond what I would in a similar role elsewhere	Nov-21	33%	36%	31%	
		Jun-21	29%	35%	36%	
		Change	4%	1%	-5%	
	I am proud to work for Hutt City Council	Nov-21	51%	32%	17%	
		Jun-21	49%	35%	16%	
		Change	2%	-3%	1%	
	I rarely think about looking for a job at another company	Nov-21	35%	24%	41%	
		Jun-21	29%	19%	52%	
		Change	6%	5%	-11%	
	I see myself still working at Hutt City Council in two years' time	Nov-21	38%	32%	30%	
		Jun-21	32%	36%	32%	
		Change	6%	-4%	-2%	
	Leadership	My manager gives me regular feedback	Nov-21	69%	20%	11%
			Nov-21	58%	28%	14%
			Nov-21	77%	16%	7%
Connection	I have good working relationships with people in my team	Nov-21	93%	4%	3%	
		Nov-21	84%	12%	4%	
		Nov-21	76%	17%	7%	
Wellbeing	I feel like I belong at Hutt City Council	Nov-21	45%	35%	20%	
		Nov-21	51%	28%	21%	
		Jun-21	41%	26%	33%	
	Change	10%	2%	-12%		